



**CORPORATION OF THE TOWNSHIP OF PRINCE
REGULAR MEETING AGENDA – TUESDAY MAY 14TH 2024 – 6:00 PM
COMMUNITY HALL**

YouTube Stream

<https://www.youtube.com/channel/UCXfSxlYppiNWde85MELeuQ>

Land Acknowledgement

It is important that we acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of the Garden River First Nation, Batchewana First Nation, and the Historic Sault Ste. Marie Metis Council. We should and will honor and respect these Indigenous people as the ancestors and traditional stewards of the land upon which we stand today. May our relationships with the land teach us to live and work in good relationship with one another.

AGENDA

1. Call to Order

2. Approve Agenda

BE IT RESOLVED THAT COUNCIL hereby accepts the agenda for Tuesday May 14th, 2024, and any addendums, as presented.

3. Disclosure of Pecuniary Interest

4. Minutes of Previous Meetings:

BE IT RESOLVED THAT COUNCIL hereby accepts the open minutes of the council meeting of April 9th, 2024, and any addendums, as presented.

5. Questions and Information Arising out of Minutes not Otherwise on Agenda

6. Petitions and/or delegations

7. Staff Reports

a) Fire Report – April 2024

BE IT RESOLVED THAT COUNCIL hereby accepts the April 2024 Fire Report as information.

b) Roads Report – May 2024

BE IT RESOLVED THAT COUNCIL hereby accepts the May 2024 Roads Report as information.

c) Revenue and Expenditure Reports - April 2024

BE IT RESOLVED THAT COUNCIL hereby accepts the April 2024 Expenditure and Revenue Reports as information.

d) Clerk's Report – April 2024

BE IT RESOLVED THAT COUNCIL accepts the Clerk's Report as information.

FURTHER, BE IT RESOLVED THAT COUNCIL agrees to Councillor Training on Planning and the Official Plan for the evening of July _____.

8. Planning

a) M3-2024 – Decision on Minor Variance for 4795 Second Line W, increasing the lot area from 15% to 17.196% (Hamlet Zone) for the proposed addition.

BE IT RESOLVED THAT THE COUNCIL FOR THE TOWNSHIP OF PRINCE hereby approves the decision on minor variance M3-2024 for 4795 Second Line West, increasing the lot area from 15% to 17.196% to accommodate an addition to the residence.

9. By-Laws

a) DSSAB Annual Agreement for Early On – Bylaw 2024-18

BE IT RESOLVED THAT COUNCIL hereby accepts the DSSAB Annual Agreement for Early ON Bylaw 2024-18 as presented.

b) DSSAB Annual Agreement for Childcare Services – Bylaw 2024-19

BE IT RESOLVED THAT COUNCIL hereby accepts the DSSAB Annual Agreement for Childcare Services Bylaw 2024-19 as presented.

c) Canada Summer Jobs – Bylaw 2024-20

BE IT RESOLVED THAT COUNCIL hereby accepts the Canada Summer Jobs by-law 2024-20 as presented.

d) Marriage Solemnization Policy – Bylaw 2024-21

BE IT RESOLVED THAT COUNCIL hereby approves the Marriage Solemnization Policy by-law 2024-21, any amendments, as presented.

10. Notice and Notice of Motions

a) Community Center Paving Contract winner:

BE IT RESOLVED THAT THE COUNCIL FOR THE TOWNSHIP OF PRINCE hereby declares _____ to be the winner of the RFP for the Community Center Paving project 7500194 at a cost of \$ _____, subject to funding approval.

b) Early On Playground Proposal:

BE IT RESOLVED THAT COUNCIL hereby approves providing funding from the Parks in Lieu account to cover the cost overruns for the the Early ON/Township playground up to _____

c) Benefits Proposal - 2024 Update

BE IT RESOLVED THAT COUNCIL hereby approves the updated benefits package proposal, including the addition of Early ON staff to the policy; with costs associated with Early ON staff to be paid by the Early ON program.

d) Gagnon Bridge Quote by Tulloch Engineering

BE IT RESOLVED THAT COUNCIL hereby approves the quote of \$64,000.00+HST from Tulloch Engineering for the Gagnon Road bridge engineering and required repair assessment.

e) Council Meeting Times

BE IT RESOLVED THAT COUNCIL hereby approves a permanent change of the start time for regular council meetings to 6:00 pm going forward.

f) NOHFC Grant Project 7500194 – Community Center Project

BE IT RESOLVED THAT COUNCIL hereby approves the application to submit funding to the NOHFC for the Prince Township Community Center Project valued at \$115,000 and;

FURTHER, this council hereby commits to contributing 10% of total eligible project costs as well as any cost overruns.

g) Acting Deputy Mayor

BE IT RESOLVED THAT COUNCIL hereby approves implementing a rotating Deputy Mayor as outlined in the presented schedule.

11. Correspondence

2024 FONOM Conference Report by Mayor Palumbo

BE IT RESOLVED THAT COUNCIL hereby accepts the 2024 FONOM Conference report as information.

12. Minutes of Boards and Committees

a) Rec Committee Minutes

BE IT RESOLVED THAT Prince Township Recreation Committee minutes from April 23rd, 2024 be received and filed.

b) Library Board Minutes

BE IT RESOLVED THAT the Library Board minutes from March 7th and April 11th, 2024 be

received and filed.

13. New Business

- a) Support for Stratford’s Resolution for Increased Funding for Libraries and Museums in Ontario

BE IT RESOLVED THAT COUNCIL hereby supports the City of Stratford’s resolution for Increased Funding for Libraries and Museums in Ontario

- b) Support for FONOM’s Resolution for Nurse Recruitment in Ontario

BE IT RESOLVED THAT COUNCIL hereby supports FONOM’s resolution for Nurse Recruitment in Ontario

- c) Support for Prince Edward County’s Resolution Seeking Support for the Provincial and Federal Governments to Help End the National Housing Affordability Crisis

BE IT RESOLVED THAT COUNCIL hereby supports Prince Edward County’s resolution seeking support for the Provincial and Federal Governments to help end the national housing affordability crisis.

14. Closed Session

- a) BE IT RESOLVED THAT COUNCIL move into the Closed Session at ____ to consider items concerning labour relations or employee negotiations, (*Municipal Act*, section 239 (2).

- (b) personal matters about an identifiable individual, including municipal or local board employees
- (d) labour relations or employee negotiations

Further be it resolved that should the said Closed Session be adjourned, the Council may reconvene in closed session to discuss the same matters without the need for a further authorizing resolution.

- b) BE IT RESOLVED THAT COUNCIL move out of closed session at _____ entering back into open session.

15. Confirming By-Law- 2024-22

BE IT RESOLVED THAT Bylaw 2024-22; being a by law to confirm the proceedings up to and including May 14th, 2024, be approved.

16. Adjournment.

BE IT RESOLVED THAT COUNCIL hereby adjourns at ____ p.m. until Tuesday June 11th, 2024, or at the call of the chair.



**CORPORATION OF THE TOWNSHIP OF PRINCE
 REGULAR MEETING MINUTES – TUESDAY APRIL 9TH 2024 – 6:00 PM
 COMMUNITY HALL**

Present: **Council: E. Palumbo**
 E. Caputo
 J. Weir
 M. Christenson
Staff: Jillian Hayes, Sam Carolei
Media: Maguerite LaHaye
Public: Kelly Withers, Rose Zgraja, N. Ladoucer

1. Call to Order at 6:00 pm.
2. Approve Agenda
Resolution 2024-75
Moved by: Councillor J. Weir **Seconded by: Councillor E. Caputo**
BE IT RESOLVED THAT the council for the Township of Prince hereby accepts the agenda for Tuesday April 9th , 2024, and any addendums, as presented. *(Carried)*
3. Disclosure of Pecuniary Interest -None
4. Minutes of Previous Meetings:
Resolution 2024-76
Moved by: Councillor E. Caputo **Seconded by: Councillor M. Christenson**
BE IT RESOLVED THAT the council for the Township of Prince hereby accepts the open minutes of the council meeting of March 12th, 2024, and any addendums, as presented. *(Carried)*
5. Questions and Information Arising out of Minutes not Otherwise on Agenda
6. Petitions and/or delegations
7. Staff Reports
 - a) March 2024 Fire Report
Resolution 2024-77
Moved by: Councillor J. Weir **Seconded by: Councillor M. Christenson**
BE IT RESOLVED THAT the council for the Township of Prince hereby accepts the March 2024 Fire Report as presented. *(Carried)*
 - b) Revenue and Expenditure Reports March 2024
Resolution 2024-78
Moved by: Councillor M. Christenson **Seconded by: Councillor E. Caputo**

BE IT RESOLVED THAT the council for the Township of Prince hereby accepts the March 2024 Expenditure and Revenue Reports as presented. *(Carried)*

c) Clerk's Report – March 2024

Resolution 2024-79

Moved by: Councillor E. Caputo

Seconded by: Councillor M. Christenson

BE IT RESOLVED THAT the council of the Township of Prince accepts the Clerk's Report of April 9th as presented. *(Carried)*

8. Planning

Resolution 2024-80

Moved by: Councillor J. Weir

Seconded by: Councillor M. Christenson

BE IT RESOLVED THAT the council for the Township of Prince hereby approves the estimate for Stephen Turco from Borealis Planning Services to conduct a preliminary assessment of the Township's Official Plan estimated at \$4,960.00 pending appropriate councillor training. *(Carried)*

9. By-Laws

10. Notice and Notice of Motions

a) Truck Purchase:

Resolution 2024-81

Moved by: Councillor E. Caputo

Seconded by: Councillor M. Christenson

BE IT RESOLVED THAT the council for the Township of Prince hereby approves the purchase of a truck for the Fire Department outside of procurement policy, priced within \$25,000 or less. The deviation from the procurement policy is due to the lack of uniform inventory across dealerships. *(Carried)*

BE IT ALSO RESOLVED THAT council approves the purchase of an aluminum cap for the new vehicle up to \$4,500.00. *(Carried)*

b) FOI Request:

Resolution 2024-82

Moved by: Councillor E. Caputo

Seconded by: Councillor M. Christenson

BE IT RESOLVED THAT the council for the Township of Prince hereby approves sending the FOI response letter and documents provided therein. *(Carried)*

c) Evolgen – Brookfield Expression of Interest

Resolution 2024-83

Moved by: Councillor J. Weir

Seconded by: Councillor M. Christenson

BE IT RESOLVED THAT council for the Township of Prince hereby supports sending the attached correspondence to the Ontario Minister of Energy, the Honorable Todd Smith, backing the continued operation of the Prince Wind Farm. *(Carried)*

11. Correspondence

a) Conservation Authority's Letter regarding Provincial Changes Affecting Conservation Authority Permits

Resolution 2024-84

Moved by: Councillor E. Caputo

Seconded by: Councillor J. Weir

BE IT RESOLVED THAT the council for the Township of Prince hereby accepts the Conservation Authority's Letter regarding Provincial Changes Affecting Conservation Authority Permits Effective April 1st, 2024, as information. *(Carried)*

- b) Hal McGonigal's letter regarding Well Water Testing

Resolution 2024-85

Moved by: Councillor M. Christenson Seconded by: Councillor E. Caputo

BE IT RESOLVED THAT the council for the Township of Prince hereby accepts Hal McGonigal's letter regarding Well Water Testing as presented. *(Carried)*

12. Minutes of Boards and Committees

- a) Recreation Committee minutes from March 20th, 2024

Resolution 2024-86

Moved by: Councillor M. Christenson Seconded by: Councillor E. Caputo

BE IT RESOLVED THAT the council for the Township of Prince hereby approves the Recreation Committee minutes from March 20th, 2024. *(Carried)*

- b) Library Board minutes from February 8th, 2024

Resolution 2024-87

Moved by: Councillor E. Caputo Seconded by: Councillor J. Weir

BE IT RESOLVED THAT the council for the Township of Prince hereby approves the Library Board minutes from February 8th, 2024. *(Carried)*

13. New Business

- a) FCM Resolution for the Canada Community Building to address Municipal Growth Framework

Resolution 2024-88

Moved by: Councillor M. Christenson Seconded by: Councillor J. Weir

BE IT RESOLVED THAT the council for the Township of Prince hereby supports the FCM Resolution for the Canada Community Building to address Municipal Growth Framework. *(Carried)*

- b) Tay Township's Resolution C-2024-02-28 Request to Amend the Legislation Act, 2006 To Include Digital Publications

Resolution 2024-89

Moved by: Councillor M. Christenson Seconded by: Councillor J. Weir

BE IT RESOLVED THAT the council for the Township of Prince hereby supports Tay Township's Resolution C-2024-02-28 Request to Amend the Legislation Act, 2006 To Include Digital Publications. *(Carried)*

- c) The Purchase and Implementation of SAGE 50 and The Managed Municipality software.

Resolution 2024-90

Moved by: Councillor E. Caputo Seconded by: Councillor J. Weir

BE IT RESOLVED THAT the council for the Township of Prince hereby approves the purchase and implementation of SAGE 50 and The Managed Municipality software. *(Carried)*

14. Closed Session

15. Confirmatory By-Law- 2024-17

Resolution 2024-91

Moved by: Councillor E. Caputo

Seconded by: Councillor M. Christenson

BE IT RESOLVED THAT the council for the Township of Prince the confirmatory bylaw be approved. *(Carried)*

16. Adjournment.

Resolution 2024-92

Moved by: Councillor J. Weir

Seconded by: Councillor M. Christenson

BE IT RESOLVED THAT the Council for the Township of Prince hereby adjourns at 6:32 p.m. until Tuesday May 14th , 2024, or at the call of the chair. *(Carried)*

Mayor, Enzo Palumbo

CAO, Clerk – Treasurer, Jillian Hayes



COUNCIL REPORT

Date: May 8, 2024	Date Presented: May 14, 2024
Prepared By: Steve Hemsworth	Rank: Fire Chief

Operations

Responses for April	2024 Total
Medical – 2	7
Fires – 1	3
MVA – 0	1
Other- 1	2

Personnel

No change

Training

April training consisted of wild land fire operations. Firefighter Cooper Williams attended the NFPA 1001 Firefighter Level 1 training at the Sault Fire Regional Training Center from April 15 to 24. This intense 10 day course was preceded by many hours of online training.

Equipment

Prince Fire Department has used the money donated by Evlougen and TC Energy to purchase a 2016 Dodge Ram pickup for use as a remote response vehicle. The aluminum cap is on order and all wildland equipment has been transferred to the new vehicle.

Fire Prevention

Fire safety and prevention messaging is continuing to be distributed on the departments Facebook and Instagram social media accounts.



Prince Township Roads Report for May 2024

Township Road Conditions:

Extensive pothole repair completed on Baseline Rd, Gagnon Rd, Douglas, and Ironside, enhancing commuter safety and road quality.

Prince Lake Road Conditions:

Opening conditions expose extensive potholes and drainage failures along the first 4 km, and throughout the 3km around the townsite. We have completed the first grade of the season and currently constructing a plan to fix the drainage issues facing Prince Lake rd.

Marina Infrastructure Issues:

Chain failure on one floating dock during winter despite ministry-recommended protocols. Repair needed for a retaining wall failure, aligning with ministry guidelines. Action is taking place to ensure the docks are ready for the May 15th opening day.

Grounds:

Maintenance has started although some areas are still inaccessible due to excess moisture.

Upcoming Actions:

Active efforts are underway to promptly execute necessary repairs, ensuring the safety and functionality of both roadways and marina infrastructure.

April 2024 Revenue Report		
Item	Description	Total
Building	Culvert and Civic Numbers, Minor Variance	580.00
Dog Tags	Dog Tags	70.00
Fire Permits	Fire Permits	1,760.00
Funding	Ontario Municipal Partnership Fund	48,125.00
Hall Rental	Hall Rentals	733.00
Marina	Dockage and launch passes	4,326.00
Parent and Child	April Rental Fees	4,595.00
Photocopies	Photocopies for residents	5.00
Recycling	CIF Surplus Funds	613.63
	Subtotal	60,807.63
Property Taxes	Property Tax Payments	47,354.10
	Total	108,161.73

April 2024 Expenditure Report			
Cheque #	Vendor	Description	Amount
14401-14427	Payroll and Honorariums	Payroll and Honorariums	\$26,654.26
11031	Bell Canada	Phone and Advertising	\$153.48
11032	Receiver General	Payroll Liabilities	\$6,733.46
11033	Lorraine Mousseau	Mileage - Banking	\$112.20
11034	Orkin Canada Corporation	Pest Control	\$166.16
11035	Reliable Maintenance Products	Cleaning Supplies	\$68.41
11036	Xerox Canada Inc.	Photocopies	\$95.77
11037	ENBRIDGE GAS INC.	Fire Station Fuel	\$118.65
11038	Collabria Visa	Office supplies, Adobe software, Truck payment	\$2,061.13
11039	Archibald Bros.	March Snowplowing	\$1,361.65
11040	City of Sault Ste Marie	911 Emergency phone system, policing	\$19,479.77
11041	Public Utilities Corporation	Streetlights, Hydro, Management of Water System	\$2,125.43
11042	Spectrum Group	Pager batteries, Labour, Monthly Tower Rental	\$546.17
11043	WirelessCom Ca Inc.	Internet and Phone Services	\$484.71
11044	Prince Township Library	2024 Library Support Funding	\$5,135.00
11045	Ironside Consulting Services Inc.	Consulting Fees	\$1,483.13
11046	Prince Township Museum Board	2024 Support Funding	\$5,478.00
11047	GFL Environmental Inc.	March Garbage Disposal	\$4,311.94
11048	SPI Health and Safety Inc.	SCBA Flow Tests	\$1,693.87
11049	Algoma University Foundation	Prince Township Scholarship Award	\$500.00
11050	Steve Hemsworth	Printer Toner and Vinyl Numbers	\$186.10
11051	City of Sault Ste Marie	Feb-Mar Sanding and Snowplowing	\$10,635.91
11052	Public Utilities Corporation	Hydro for Museum, Fire Station, Quonset Hut, Pavilion	\$870.73
11053	Frankie's Automotive & Body Shop	Pumper 1 Recertification	\$169.44
11054	SAULT AREA HOSPITAL	Fire Dispatch Services	\$1,318.35
11055	encompassIT.ca	Implementation Fee for Managed Taxes and Cemetery Software	\$10,091.82
11056	Public Utilities Corporation	Monthly Hydrant Charge	\$1,433.45
11057	Spectrum Group	Installed Radio and Antenna into 2015 Dodge Ram Truck	\$308.29
11058	Airways General Store	Dodge and Pumper 2 fuel	\$187.79
11059	Minister of Finance - Ontario	2023 Employer Health Tax	\$721.54
11060	Ironside Consulting Services Inc.	Legal Review	\$474.60
11061	Dumanski & Compass Imaging Group	Vinyl Decal for New Truck	\$261.12
11062	Ontario Association of Fire Chiefs	OFCA Membership Fees	\$305.10
11063	Sault Ste. Marie & District SPCA	Annual User Fees	\$800.00
11064	City of Sault Ste. Marie	March Sanding and Snowplowing	\$7,824.80
11065	Orkin Canada Corporation	Pest Control	\$179.44
11066	Stephen Turco, RPP	Planning Consultant	\$400.00
11067	ENBRIDGE GAS INC.	Firestation and Community Center Fuel	\$663.58
11068	NUISANCE TRAPPING SERVICES	Beaver at the Marina	\$91.70
11069	CHANEL FALL	Class D License Renewal Fee - Firefighter requirement	\$23.75
11070	Batman Plumbing and Heating Inc.	Remove and Replace Sump Pump	\$293.80
11071	LAURA AGLIANI-FATA	Rental Deposit Refund	\$100.00
11072	VANESSA O'DELL	Rental Deposit Refund	\$100.00
11073	KAREN HEMSWORTH	Consultant	\$3,840.00
		Total	\$120,044.50

Tuesday, May 14, 2024

Clerk's Report

NOHFC Workforce Development Grant

Deputy Clerk, Lorraine Mousseau has decided to retire at the end of June 2024. In order to complete the complement of office staff, we are looking to hire a Deputy Treasurer. Someone with bookkeeping/accounting experience. We have applied for a one time \$35,000 Workforce Development Grant through the NOHFC. This grant will help cover wages for the Deputy Treasurer for the first year. Final approval is still pending.

Road Work – Amalgamated Tender with the City of Sault Ste. Marie

The City has approached us to add required road resurfacing to the tender for the 2024 summer construction season. We have asked for pricing to complete a small section of Gagnon Rd. and a larger area at the corner of Walls Rd. and Baseline. These projects will be considered only if pricing falls within the budget. Working with our Roads Department, we have already identified cost savings on other budgeted projects.

Hiring Summer Students/Labourers

Well over 100 applications were received for a total of 4-5 summer positions. Federal grant funding has been received for two (2) Museum Attendants. No other funding has been received.

The Roads Labourer is to start as soon as possible.

Summer Students will start as soon as school schedules allow.

Council Training

Steve Turco, Planner for the Township, has agreed to offer Councillor Training on planning and the official plan in July. Dates offered are July 16th or July 23rd (in the evening).

I have also asked the Ministry of Municipal Affairs and Housing for a refresher on the roles and duties of Council and Staff. This will be scheduled in conjunction with our June or September Meeting, depending upon the availability of all of Council and Ministry Staff.



DECISION OF THE CORPORATION OF THE TOWNSHIP OF PRINCE PLANNING WITH REASONS RE: APPLICATION FOR MINOR VARIANCE

NOTICE - The last day for appealing this decision is 3 June 2024

REGARDING AN APPLICATION FILED BY: Paul Burns

LOCATION OF PROPERTIES: Roll 57 066 000 000 34200 0000 SEC 31 NE ¼ PT PCL 3464 AWS 4795 Second Line West Prince Twp., ON P6A 6K4

PURPOSE OF APPLICATION – The applicant is applying for a Minor Variance from the provisions of Zoning By-law 2015-19 of the Township of Prince as follows:

- Permission to increase the maximum lot coverage from 15% to 17.196% (Hamlet Zone) to accommodate an addition to the residence.

WE, the undersigned, in making the decision upon this application, have considered whether or not the minor variance requested was desirable for the appropriate development and use of the land and that the general intent and purpose of the zoning by-law and the official plan will be maintained, or in the case of a change in a use of property which is lawfully non-conforming under the by-law, as to whether or not this application has met the requirements of subsection 45(C) of the Planning Act, CONCUR in the following decision and reasons for decision made on 14 May 2024:

DECISION

That Application M3-2024 of Paul Burns be approved for that the minor variance will not significantly impact the character of the land use aspect of by-law 2015-19 and will not be detrimental to the environment and aesthetics of the area.

CONDITIONS – None

REASONS FOR DECISION

Granting of the consent will not significantly impact the character of the land use aspect of by-law 2015-19 and will not be detrimental to the residential environment and aesthetics of the area.

Signature of member of Committee Signature of member of Committee Signature of member of Committee Signature of member of Committee Signature of member of Committee

NOTICE OF APPEAL MUST BE GIVEN WITHIN THE TIME SPECIFIED BY SERVING PERSONALLY ON OR SENDING BY REGISTERED MAIL TO THE SECRETARY TREASURER OF THE PLANNING COMMITTEE. NOTICE OF APPEAL MUST BE ACCOMPANIED BY A CHEQUE PAYABLE TO THE MINISTER OF FINANCE IN THE AMOUNT OF \$125.00

“Person” - appeal limitation - The Planning Act provides for appeals to be filed by “persons” As groups or associations such as residents or rate payers’ groups which do not have incorporated status may no be considered persons for purchased if the Act, groups wishing to appeal this decision should do so in the name or names of individual group members, and not in the name of the group.

CERTIFICATION Planning Act, R.S.O. 1990, c.P.13,s.45(10) I, Jillian Hayes, Secretary-Treasurer of the Planning Committee of the Township of Prince, certify that the above is a true copy of the decision of the committee with respect to the application recorded therein. DATED: 14 May 2024. Jillian Hayes

Personal information contained on this form, collected pursuant to the Planning Act, will be used for the purpose of the Act. Questions should be directed to the Freedom of Information and Privacy Coordinator at the institution conducting the procedures under the Act.



CORPORATION OF THE TOWNSHIP OF PRINCE

By-Law 2024-18

DSSAB Annual Agreement for EarlyOn 2024

Being a BY-LAW to authorize the Mayor and CAO/Clerk-Treasurer to sign a Service Agreement between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the Corporation of the Township of Prince (Service Provider)

NOW THEREFORE the Council for the Township of Prince enacts as follows:

THAT the Mayor and CAO/Clerk-Treasurer are hereby authorized to execute and affix the Corporate Seal to a Service Agreement between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the Corporation of the Township of Prince (Service Provider) for the provision of Early ON services which Agreement is attached hereto as Schedule "A"

1. Schedule "A"

Schedule "A" forms art of this by-law

READ and passed in open Council on this 14th day of May 2024

Enzo Palumbo, Mayor

Jillian Hayes, CAO Clerk

SEAL

Schedule "A"

This Agreement made the **1st** day of **JANUARY 2024**:

EarlyON Services

EY-24-014

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

Hereinafter called "DSSMSSAB"

And

CORPORATION OF THE TOWNSHIP OF PRINCE

Hereinafter called the "Service Provider"

Hereinafter collectively referred to as "the Parties"

ARTICLES OF AGREEMENT

WHEREAS it is the responsibility of the DSSMSSAB, the District of Sault Ste. Marie Social Services Administration Board to deliver various social services and programs for the benefit of eligible participants residing in the area of jurisdiction: City of Sault Ste. Marie, Prince Township and area known as Sault North Planning Board;

AND WHEREAS the Service Provider has the ability to deliver certain social services and programs (the "Designated Program") in a timely and efficient manner;

NOW therefore in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The following documents and any amendments thereto, constitute the entire agreement between the Service Provider and the DSSMSSAB with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter.

- a. General Conditions of the Contract
- b. Schedule 'A'
- c. Schedule 'B'

2. DEFINITIONS

Agreement: means the contract between the DSSMSSAB and the Service Provider with respect to the Services contemplated within this document.

Board: means the eight locally elected political representatives on the DSSMSSAB. The Board consists of five representatives from Sault Ste. Marie, one representative from Prince Township and two representatives from the Sault North Planning Board Area.

DSSMSSAB: means District of Sault Ste. Marie Social Services Administration Board.

MFIPPA: means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

Services: means all services and deliverables to be provided by a Service Provider as described in this document.

Service Provider: means the Successful Proponent(s) with whom the DSSMSSAB enters into an Agreement.

Site Authority: means the DSSMSSAB designate specified with authority pertaining to the provision of Services.

3. GENERAL CONDITIONS OF THE CONTRACT

3.1 Effective Date and Duration

This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and shall expire at the end of the Designated Program period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement.

3.2 Termination for Convenience

The DSSMSSAB may terminate any issuing Agreement at any time subject to **30** days written notice to the Service Provider. The DSSMSSAB shall provide appropriate compensation to the Service Provider proportionate to the Services satisfactorily performed by the Service Provider prior to the termination date.

3.3 Reduction or Termination of Initiative

If the initiative named in this Agreement is cancelled, the DSSMSSAB may, upon not less than thirty (30) days notice, reduce the funding under this Agreement or terminate the Agreement.

3.4 Termination

Termination for Default

1. The following constitutes Event of Default:

- a) The Service Provider becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Service Provider;
- b) The Service Provider ceases to operate;

- c) The Service Provider is in breach of the performance of, or compliance with, any provision of this Agreement;
- d) The Service Provider, in support of its application for the DSSMSSAB contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to the DSSMSSAB or in the opinion of the DSSMSSAB there is a material adverse change in the risk in the Service Provider's ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.

2. If

- a) An Event of Default specified in paragraph 3.4.1 occurs; or
- b) An Event of Default specified in paragraphs 3.4.1 occurs and has not been remedied within thirty (30) days of receipt by the Service Provider of written notice of default, or a plan satisfactory to the DSSMSSAB to remedy such Event of Default has not been put into place within such time period,

the DSSMSSAB may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing such notice of termination, the DSSMSSAB shall have no obligation to make any further contribution to the Service Provider.

- 3. In the event the DSSMSSAB gives the Service Provider written notice of default pursuant to paragraph 3.4 2b), the DSSMSSAB may suspend any further payment under this agreement until the end of the period given the Service Provider to remedy the event of Default.
- 4. The fact that the DSSMSSAB refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the DSSMSSAB shall not prevent the DSSMSSAB in any way from later exercising any other right or remedy under this Agreement or other applicable law.

3.5 Compliance with Laws and Licensing

The Service Provider will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

3.6 Health and Safety

The Service Provider shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Service Provider acknowledges its duty as an employer and a supervisor under the Occupational Health and Safety Act and under the applicable regulations and in particular, that the Service Provider shall take every precaution reasonable under the circumstances for the protection of a worker.

The Service Provider acknowledges possession of a copy of the Occupational Health and Safety Act and applicable regulations for these Services.

The Service Provider shall provide all required safety and personal protective equipment as required under the Occupational Health and Safety Act or the Safety Policies of the Proponent.

The Service Provider releases and discharges the DSSMSSAB from any claim or demand for any action taken by the DSSMSSAB to exercise its duties of due diligence under the Occupational Health and Safety Act.

The Service Provider shall carry Workers Safety and Insurance Board coverage for its employees and any necessary liability insurance coverage. The Service Provider will be responsible for presenting a WSIB Certificate of Clearance upon award of any contract.

3.7 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible have received training and comply with the requirements of the Accessibility for Ontarians with Disabilities Act, 2005, as amended.

For further information visit:

<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/index.aspx>

The DSSMSSAB reserves the right to require the Service Provider to demonstrate that its training policies meet these requirements.

3.8 Disposition of Capital Assets

1. During the Designated Program period, the Service Provider shall preserve any capital asset purchased by the Service Provider with funding provided under this Agreement and shall not dispose of it unless the DSSMSSAB authorizes its disposition.
2. At the end of the Designated Project Period, or upon termination of this Agreement, if earlier, the DSSMSSAB reserves the right to direct the Service Provider to dispose of any capital asset purchased by the Service Provider with funding provided under this Agreement by:
 - a) Selling it, at fair market value and applying the funds realized from such sale to offset the DSSMSSAB's contribution to the eligible expenditures;
 - b) Turning it over to another organization or to an individual designated or approved by the DSSMSSAB; or
 - c) Disposing of it in such other manner as may be determined by the DSSMSSAB.

3.9 DSSMSSAB and Consultation

The Service Provider agrees that the staff providing services pursuant to this agreement will upon reasonable request, be available for consultation with the DSSMSSAB's staff.

3.10 Financial Records and Reporting

1. The Service Provider will maintain financial records and books of account in accordance with Generally Accepted Accounting Principles (GAAP) respecting services provided pursuant to this agreement and will allow the DSSMSSAB's staff or such other persons appointed by the DSSMSSAB to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.

2. The Service Provider will upon request submit to the DSSMSSAB an audited financial statement and reconciliation report with respect to the services provided pursuant to this Agreement within five (5) months of the Service Provider's financial year-end.
3. The Service Provider will retain the records and books of account referred to in clause 3.9 for a period of seven (7) years.
4. The Service Provider will retain all relevant documentation supplied by and/or to applicants to support funding decisions and allocations.

3.11 Service Records

In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior consent of the DSSMSSAB, which may be given subject to such conditions, as the DSSMSSAB deems advisable.

3.12 Notices

Any notices to be given and all reports, information, correspondence, and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule 'A'. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

Notices, reports, information, correspondence, and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

3.13 Insurance

The Service Provider shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of Services, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Lead Agency or its employees, agents or service participants, if any, in carrying out the service. A minimum of five (5) million dollars comprehensive general liability insurance coverage will be required during the term of this agreement. Verification of insurance coverage shall be provided to the Agent within thirty (30) days of the signing of this agreement.

The Board then reserves the right to determine the amount of coverage required in consultation with the Service Provider on a case by case base.

3.14 Indemnification

The Service Provider shall indemnify and hold harmless the DSSMSSAB and their respective officers, directors, agents and employees, and each of them, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Service Provider's performance of the Services.

3.15 Confidentiality

The Service Provider shall treat as confidential all information of any kind which comes to the attention of the Service Provider in the course of carrying out the Services and shall not

disseminate such information for any reason without the express written permission of the DSSMSSAB.

3.16 Relationship Between the Parties and Non-Liability of DSSMSSAB

The management and supervision of the designated program are the sole and absolute responsibility of the Service Provider. The Service Provider is not in any way authorized to make a promise, agreement or contract on behalf of the DSSMSSAB. This Agreement is a service agreement only for the services outlined in this agreement and not a contract for employment. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Service Provider shall not represent itself as an agent, employee or partner of the DSSMSSAB.

3.17 Ownership and Confidentiality of the DSSMSSAB Provided Data

All correspondence, documentation and information provided by the DSSMSSAB staff to the Service Provider connection with, or arising out of the Services or the acceptance of this contract:

- a) is and shall remain the property of the DSSMSSAB;
- b) must be treated by the Service Provider as confidential; and
- c) must not be used for any purpose other than for fulfillment of any related services under this agreement.

3.18 Freedom of Information

Any information collected by the Agent on behalf of the DSSMSSAB pursuant to this Agreement is subject to the rights and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act.

3.19 Conflict of Interest

The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services to the DSSMSSAB where such activity or the provision of such services creates a conflict of interest (actually or potentially) in the sole opinion of the DSSMSSAB and the Service Provider with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the DSSMSSAB relevant to the services where the DSSMSSAB has not specifically authorized such use.

3.20 Assignment of Agreement

The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the DSSMSSAB, which approval may be withheld by the DSSMSSAB in its sole discretion or given subject to such conditions as the DSSMSSAB may impose.

3.21 Amendment

This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be writing and signed by the parties.

3.22 Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties

agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

3.23 Method of Payment

The DSSMSSAB and Services Provider agree to adhere to the payment schedule outlined in Schedule 'A'.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

By: DocuSigned by:
Mike Nadeau Date: 3/25/2024
E6932E27CE5F4C8...
Name: Mike Nadeau
Title: CEO

I have the authority to bind the District of Sault Ste. Marie Social Services Administration Board

CORPORATION OF THE TOWNSHIP OF PRINCE

By: DocuSigned by:
Mayor Enzo Palumbo Date: 3/24/2024
911E956A22BD445...
Name: Enzo Palumbo
Title: Mayor

I have the authority to bind the Corporation

Schedule "A"

DSSMSSAB

ADDRESS: Elgin Tower, 390 Bay Street, Suite 405
PO Box 277 Sault Ste. Marie ON P6A 5L8

CONTACT PERSON: **Tanya Ritter, Integrated Program Manager**

PHONE: 705-542-9338

FAX: 705-542-5212

EMAIL: t.ritter@socialservices-ssmd.ca

SERVICE PROVIDER

NAME: **CORPORATION OF THE TOWNSHIP OF PRINCE**

ADDRESS: 122 East Street Sault Ste. Marie, ON P6A 3C6

CONTACT PERSON: **Kate Parniak, Manager** **Enzo Palumbo, Mayor**

PHONE: 705-779-3627

EMAIL: kmitchell@twp.prince.on.ca epalumbo@princetwp.ca

1. DESIGNATED TERM OF AGREEMENT

The term of this agreement will commence on January 1, 2024 – December 31, 2025

2. PAYMENT FOR SERVICES

The DSSMSSAB agrees to issue payment of \$449,792.60 in the 2024 year, cash flowed through monthly payments and expended within the parametres of this contract and accompanying schedules.

Schedule "B"

SCOPE OF SERVICES

SCHEDULE "B-1"

Funding Allocation and Reporting Requirements

SERVICE LOCATION Site / Address	Type	Sept. to June	Summer Hours July – Aug.	Parenting	Annual Funding
Prince Township Community Centre 3042 Second Line, West Prince Township, ON P6A 6K4	Main Site	1260	200	150	\$131,040.00
H.M. Robbins Public School 83 East Balfour Street Sault Ste. Marie, ON P6C 1X4	Main Site	925	125	100	\$131,040.00
Mountain View Public School Mahler Road Goulais River, ON POS 1E0	Main Site	700	48	100	\$131,040.00
Social Housing Community Hub 710 Second Line, West Sault Ste. Marie, ON P6C 2K8	Out Reach	252	7/week	n/a	\$31,626.00
Wage Increase	All	n/a	n/a		\$13,366.08
Cost of Living Allowance 2.75%					\$11,680.52
TOTAL					\$449,792.60

Submission Required	Due Date
Budget and Work Plan (including RECE Exemption Progress Update)	Each November for following year
Annual Report	Each January for previous year
RECE Exemption Requests	When unqualified staff are hired
Calendar of Events and Documented Hours of Operation	Monthly

Insurance Certificate, confirming liability as per contract and naming DSSMSSAB as additional insured	Annually upon renewal
Audited Financial Statement Letter of Finding	Four months after year end <u>or</u> letter from auditor stating Service Provider has submitted all required documents and completed audit is pending
Board of Directors: - Names and contact information - List of Signing Officers	Annually or upon changes
Motion from Board of Directors indicating support and participation in Quality Assurance program	Submitted after the first scheduled Board meeting once Service Agreement is endorsed

DATA ELEMENTS AND PROJECTED TARGETS

The Service Provider will submit (for each location) the following Service Data Targets for 2024 by March 31st and by December 31, 2024 for the 2025 year.

- Number of **Children Served** through an **in-person** program
- Number of **Children Served** through a **virtual** program

- Number of **Visits Made by Children** to an **in-person** program
- Number of **Visits Made by Children** to a **virtual** program

- Number of **Parents/Caregivers Served** through an **in-person** program
- Number of **Parents/Caregivers Served** through a **virtual** program

- Number of **Visits Made by Parents/Caregivers** to an **in-person** program
- Number of **Visits Made by Parents/Caregivers** to a **virtual** program

REPORTS (Service Provider to maintain and submit if requested):

- a) service records for each service and program provided by the Service Provider as part of this Agreement;
- b) up to date financial records and books of account respecting all funds received by the Service Provider from the DSSMSSAB as part of this Agreement and maintained in accordance with generally accepted accounting principles; and
- c) any other report that the Ministry or the DSSMSSAB may reasonably request.

The Service Provider shall ensure that all reports referred to above are in such form and contain such content as are reasonably required by the DSSMSSAB.

In addition to signing the attached Purchase of Service Agreement, the following documentation must be provided from the EarlyON Child and Family Centre Service Provider to the DSSMSSAB.

- Incorporation Documents (letters patent)
- Administration Structure
- Organization By-laws

Initially and thereafter when changes occur, Service Provider must provide the following policies and procedures:

- Vulnerable Sector Check
- Emergency Plans
- First Aid
- Anaphylaxis Protocol
- Sanitation and maintenance
- Workplace health and safety relating to staff
- Complaints and resolutions processes
- Reporting serious incidents and processes for determining appropriate, if any, response is required

SCHEDULE “B-2”

SERVICE NAME: Additional Conditions and Requirements

1. Definitions

In this Agreement,

- a) “Agreement” means the recitals, the Agreement and all Schedules attached hereto.
- b) "DSSMSSAB" means the staff of the DSSMSSAB authorized to exercise the rights and perform the duties of the DSSMSSAB under this Agreement.

2. Service

- a) The Service Provider agrees to provide services in accordance with the terms and conditions of this Agreement and attached Schedule(s) and in accordance with the policies, guidelines and requirements of the DSSMSSAB and the Ministry of Education in effect during the term of this Agreement.
- b) For greater certainty the provisions of the Agreement in no way relieve the Service Provider of its obligations and responsibilities under the *Child Care and Early Years Act, 2014* and regulations thereunder.

3. Consideration

- a) The DSSMSSAB will pay to the Service Provider, for allowable expenditures incurred pursuant to this Agreement, an amount not to exceed that which is stipulated in Schedule “B-1”. The time and manner of such payments is stipulated within this Schedule.
- b) The Service Provider may transfer funds between the DSSMSSAB budget lines only with the prior written approval of the DSSMSSAB.
- c) If Service levels are not achieved as indicated in the attached Schedules, the DSSMSSAB in its discretion, may assess an amount against the Service Provider reflective of the underachieved levels, which the Service Provider shall refund within 30 days. If the Service Provider fails to refund the assessment by its due date, the DSSMSSAB may reduce one or more subsequent payments to the Service Provider until reimbursed in full.

4. Representations, Warranties and Covenants of the Service Provider

The Service Provider represents, warrants and covenants to the DSSMSSAB (and acknowledges that the DSSMSSAB is relying thereon) that:

- a) the **Service Provider** will deliver services as outlined in Schedule “B” of this document;
- b) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the Terms of this Agreement;

- c) the Service Provider's facilities are suitable for providing the services and programs under the Agreement and otherwise are, and will remain in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- d) the Service Provider shall employ competent employees and volunteers of good character and shall maintain documentation of all staff qualifications;
- e) the Service Provider warrants that it currently has and will maintain a board of directors of not less than 5 members throughout the term of this Agreement. A certificate confirming names of Board members must be submitted on an annual basis following each Annual General Meeting of the Corporation;
- f) the Service Provider has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- g) the Service Provider shall notify the DSSMSSAB as soon as possible regarding any plans to change ownership;
- h) the Service Provider shall notify the DSSMSSAB as soon as possible of any plans for closure of any program or site where services are provided; and
- i) the execution and delivery of the Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary action on the part of the Service Provider.

The Service Provider acknowledges that any breach of any of the above representations and warranties shall constitute default under the terms of this Agreement entitling the DSSMSSAB, in addition to any other remedy, to exercise its termination right.

5. DSSMSSAB Access and Consultation

The Service Provider will permit the DSSMSSAB staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this Agreement and under its control in order to observe services and inspect all records relating to the services provided pursuant to this Agreement.

The Service Provider agrees that the staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with the DSSMSSAB.

6. Financial Records and Reports

- a) The Service Provider will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as the DSSMSSAB may require.
- b) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Schedules.
- c) The Service Provider shall submit to the DSSMSSAB, all meeting minutes, including minutes of the Annual General Meeting, once approved.

7. Digital Sign-In

The Service Provider will utilize the Digital Sign-In system at each location for the collection of all data related to participation in programming. In addition, the Service Provider will follow the guidelines with respect to appropriate implementation of the system.

8. Service Delivery Checklist

For each site operated by the Service Provider, a Service Delivery Checklist will be completed at the beginning of every year and, if requested by the DSSMSSAB, at any other time deemed necessary. Failure to provide the information and/or comply with any requested confirmations may result in a suspension of funding.

9. Quality Assurance

- a) The Service Provider shall deliver to each child participating in an Early Years program, including each child with Special Needs, high quality programming which meets the requirements of all applicable legislation and regulatory standards including without limitation, the College of Early Childhood Educators of Ontario Code of Ethics and Standards of Practice.
- b) The Service Provider shall meet such standards with respect to programs, staffing and delivery of the Early Years Services as may from time to time be determined by the DSSMSSAB.
- c) The Service Provider shall ensure staff and supervisors regularly participate in initiatives established by the DSSMSSAB which are designed or intended to benefit the Service Provider including, without limitation, programs to assist in capacity building, programs to provide networking opportunities, programs that promote inclusion, leadership and other early years system planning initiatives, and will fully participate in the DSSMSSAB Quality Assurance Framework initiatives.
- d) The DSSMSSAB expects that at a minimum, there will be full staff participation in two Professional Learning opportunities per year, that are sponsored by the DSSMSSAB and, where the Service Provider will continue to receive funding.
- e) The Service Provider shall provide such data as may be required by the DSSMSSAB to assess the Service Provider's level of participation in Quality initiatives and professional learning.

10. Reports

- a) The Service Provider will maintain service records respecting each site where service is being provided and prepare and submit, at such intervals as indicated in Schedules, specific reports respecting the services being provided pursuant to this Agreement, acceptable to the DSSMSSAB which shall include program data such as statistics on target achievements and such other information as the DSSMSSAB requires.
- b) The Service Provider will also prepare and submit to the DSSMSSAB, annually, or at any time upon reasonable request, comprehensive reports acceptable to the DSSMSSAB respecting the services being provided.

11. Additional Termination

Where No Appropriation

If the DSSMSSAB does not receive the necessary appropriation from the Province the DSSMSSAB may terminate the Agreement immediately without liability, penalty, or costs by giving written notice to the Service Provider.

If the DSSMSSAB terminates the Agreement under this section, it may, in its discretion, take one or more of the following actions:

- a) cancel further instalments of Funds;
- b) demand from the Service Provider the payment of any Funds remaining in the possession or under the control of the Service Provider; and
- c) determine the reasonable costs for the Service Provider to wind down the Program and permit the Service Provider to offset such costs against the amount owing.

12. Consequences of Termination

- a) Upon any termination of this agreement, a full accounting of all funds received by the Service Provider up to the date of termination shall take place. The Service Provider agrees to give access to the DSSMSSAB and its authorized agents access to its premises and all business records as may be reasonably required to conduct such accounting. If the accounting determines that the Service Provider has been overpaid it shall reimburse any overpayment of funds to the DSSMSSAB within thirty (30) days of receipt of the accounting.
- b) Upon termination the Service Provider shall forthwith deliver to the DSSMSSAB or to whom it directs all records in any media, all property, software, materials, signage and equipment owned by the DSSMSSAB or its agents and it shall co-operate in the orderly transfer of operations.
- c) Notwithstanding the termination of this Agreement or any extension thereof the provisions of Sections related to Report, Financial Reports, Service Records, Confidentiality, Conflict of Interest, Indemnification and Disposition of Equipment shall continue to be binding upon the parties.

13. Debt Due and Payment

If at any time the DSSMSSAB provides Funds in excess of the amount to which the Service Provider is entitled under the Agreement, the DSSMSSAB may:

- a) deduct an amount equal to the excess funds from any further instalments of funds; or
- b) demand that the Service Provider pay an amount equal to the excess funds to the DSSMSSAB.

14. Parties Independent

The Service Provider is not an agent, joint venturer, partner, or employee of the DSSMSSAB, and the Service Provider 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. The Service Provider shall have no authority to bind the DSSMSSAB to any contract or obligation of any kind.

15. Recognition and Awareness of Public Support

The Service Provider shall acknowledge the DSSMSSAB's contribution of funding with respect to the provision of services under the Agreement. The Service Provider shall post on its premises any signage provided by the DSSMSSAB with respect to the program. The DSSMSSAB reserves the right to waive this requirement

16. Succession

This Agreement shall be binding upon and endure to the benefit of both the Service Provider, its successors and assigns as provided in the Agreement and the DSSMSSAB, its successors and assigns.

SCHEDULE 'B-3'

EARLYON SERVICE DESCRIPTION OVERVIEW

1. SERVICE OVERVIEW

Funding for EarlyON services will be negotiated with Service Providers who demonstrate a commitment to provide high quality, developmentally appropriate, inclusive, evidence based programming that reflects the mandatory core services for Child and Family Centres to children and families in the District of Sault Ste. Marie and compliance with DSSMSSAB policies.

2. SERVICE EXPERIENCE AND PHILOSOPHY

To achieve the intended goals and outcomes of EarlyON Child and Family Centres, the Ministry has identified a suite of mandatory core services that must be available to children and families across the province. The DSSMSSAB is required to manage the local delivery of these core services. EarlyON Child and Family Centre providers are responsible for providing the mandatory core services to children and families in the DSSMSSAB service area as part of their service agreement with the DSSMSSAB.

3. FRAMEWORK FOR EARLYON CHILD AND FAMILY CENTRES

Mandatory core services must be provided at no fee to participants. Mandatory core services that service providers must offer include the following:

3.1 Supporting Early Learning and Development

EarlyON Child and Family Centres must offer drop-in programs and other programs and services that promote responsive adult-child relationships, encourage children's exploration, and promote play and inquiry, based on the pedagogy in HDLH.

Early learning and development programs are most effective when the context for learning is foregrounded in relationships and focused on supporting the development of strategies, dispositions, and skills for lifelong learning through play and inquiry.

3.2 Engaging Parents and Caregivers

EarlyON Child and Family Centres must actively work to develop programs that cultivate authentic, caring relationships and connections that create a sense of belonging. This means that wherever possible, engagement with parents and caregivers should occur with children present. Engaging with parents and caregivers also includes:

- Inviting conversations and information sharing about children's interests, child development, parenting, nutrition, play and inquiry-based learning, and other topics that supports their relationship with their child(ren).
- Providing targeted outreach opportunities that are responsive to community needs. This includes connecting with parents and caregivers who could benefit from EarlyON Child and Family Centre programs and services but are not currently accessing services for a variety of reasons.

- Collaborate with other support programs to enhance parent and caregiver well-being, enrich adult-child relationships, and to support parents and caregivers in their role(s).

As noted above, parent and caregiver engagement may take place in a variety of formats depending on the needs of individuals within the community. Engagement may include group discussions, informal one on one engagement, printed and electronic resources or other engagement opportunities as appropriate.

3.3 Making Connections for Families

EarlyON Child and Family Centres must continuously look for opportunities to facilitate stronger relationships within their local community and assist parents and caregivers in accessing services and supports that respond to a family's unique needs. This includes:

- Ensuring EarlyON Child and Family Centre staff have relationships with community partners and an in-depth knowledge of their community resources to allow for seamless transitions (warm hand-offs) for families who may benefit from access to specialized or other services.
- Responding to a parent/caregiver concern about their child's development through conversations and observations. In some cases, staff may direct parents/caregivers to seek additional supports from primary care or other regulated health professionals.
- Sharing information and facilitating connections with specialized community services (such as children's rehabilitation services), coordinated service planning, public health, education, child care, and child welfare, as appropriate.
- Early Identification and connecting parents/caregivers to specialized services and resources (such as Smart Start Hubs)
- Providing information about programs and services available for the whole family beyond the early years.

4. SERVICE DESCRIPTION

4.1 EarlyON Centres will work in partnership with other community service providers to build capacity and maximize the use of resources.

More specifically EarlyON Centres will:

- plan and implement specific activities individually and with community partners, and will provide opportunities for hosting other service providers to showcase their services;
- visit, become familiar with and support other provider organizations in utilizing EarlyON spaces where parents may feel most comfortable;
- participate in collaborative community activities such as events and forums;
- utilize a variety of communication tools and various media platforms;
- explore partnerships with the private sector;
- work on collaborative initiatives and activities with the social housing hubs;
- ensure sites have the ideal environment for partnering activities;

- participate in community planning committees to help ensure resources are used effectively to streamline and reduce duplications, and to work together on planning and program development; and
- support integrated planning at the neighbourhood and community level, utilizing information captured through a variety of means, including the Digital Sign In system and analysis of Early Years data across partners to strategically engage neighbourhoods.

4.2 EarlyON Centres will support an effective marketing strategy to improve public knowledge about the services.

EarlyON Centres will work with Social Services (DSSMSSAB) to implement a strong marketing strategy in collaboration with community partners, program staff and within the Ministry of Education's new policy framework. The strategy will use simple language, include easily accessible online information about programming, and use a variety of platforms to promote services.

Marketing opportunities will be used to provide public education about the importance of the Early Years and the important role of parents in early learning and healthy child development.

4.3 EarlyON Centres will engage the full range of potential service users by implementing a variety of outreach activities and virtual programs. EarlyON Centres staff will:

- work as ambassadors for the service and assume the role of system navigators for families;
- engage in active outreach across the community when needed (e.g. knocking on doors, visits to social housing projects);
- provide outdoor programming in natural and outdoor settings and discuss the benefits of outdoor play with parents and caregivers
- Mobile and virtual programs and services;
- partner with schools to distribute programming information;
- partner with Social Services (DSSMSSAB) to distribute information to parents;
- distribute information using social media (Facebook, Twitter) and reach out to parents, families and caregivers through a variety of means; and
- draw people in by promoting free activities including meals, and use those opportunities to provide information about programming.

4.4 EarlyON Centres will improve the accessibility of programs and services.

EarlyON Centres will be responsive to individuals, families and community partners, supporting the community's "No wrong Door" approach, engaging new families while always tailoring services to meet unique community and neighbourhood needs.

EarlyON Centres will explore various options to ensure services are easily accessible, including at a number of existing community locations such as malls, through the establishment of a mobile service, and/or busing families to site locations.

EarlyON Centres will build on and develop partnerships for service provision such as exploring potential opportunities for ECE students, working with midwives or working with Public Health programs/services such as Healthy Babies Healthy Children and You and Your Baby sessions.

EarlyON Centres will provide expanded evening and weekend hours, including Saturday and Sundays in partnership with other Providers and based on the identified needs of neighbourhoods and the whole community.

All sites will be accessible for people with disabilities and will have simple and easily recognizable signage.

- 4.5 EarlyON Centres will support diversity, including programs and services for Indigenous children and their families.

Services will be tailored to include supports for children with unique needs or programming for specific populations. EarlyON Centres will work with Social Services (DSSMSSAB) and the community to provide culturally appropriate programming to support Indigenous participants and actively engage Indigenous families about their wants and needs. They will offer programming that celebrates Indigenous culture, and provide relevant outreach work, e.g. bringing programming to existing Indigenous community Centres, encouraging existing service users to bring in friends and family, and planning outreach activities with community partners.

Francophone children and families will have access to French Language programs and gain new knowledge about language and identity acquisition.

5. SERVICE DELIVERY

The District of Sault Ste. Marie Social Services Administration Board and the Service Provider will maintain open communication and work together to provide families with children aged 0-6 in the Sault Ste. Marie Service Area, regardless of socio-economic background, culture, or language, access to high quality and inclusive EarlyON services that will ensure children are given a healthy start in life.

The delivery of core services will be guided by the Service Overview. The DSSMSSAB is accountable to the Ministry of Education for the purchase of services that are being delivered by the Service Provider. The following responsibilities are in addition to those outlined in the attached legal agreement.

5.1 The DSSMSSAB Agrees to:

- a) provide EarlyON Child and Family program funding in accordance with the attached schedules;

- b) provide up to two Professional Development opportunities to Early Childhood Educators and/or not-for-profit Boards of Directors in the Community in partnership with the Community Quality Assurance Committee; and
- c) provide a system wide Quality Assurance Program in partnership with the Quality Assurance committee members and support Service Providers as they identify opportunities to enhance the quality of their programs.

5.2 The Service Provider Agrees to:

- a) Establish a program statement that is consistent with the Minister's Policy statement on programming and pedagogy and is sensitive to the social, linguistic and cultural diversity of each local program. This will ensure that staff and volunteers have a shared understanding of the goals that guide the EarlyON programs at each site.
- b) Utilize the Digital Sign-In data system and work with the Data Analysis Coordinator and/or representatives to ensure accurate, timely and complete data collection and submission of data.
- c) Deliver services in accordance with the full Service Agreement and the Strategic Plan for the delivery of Early Years services in Sault Ste. Marie.
- d) Work in partnership with the DSSMSSAB, to submit any Ministry status updates on how the EarlyON program is meeting programming goals.
- e) Participate on the local Sault Ste. Marie/Algoma Child and Family Network, the local Early Years Service System Management Table and the EarlyON program development committee. Participation on other committees may from time to time be recommended by DSSMSSAB.
- f) Staff programs with individuals with the appropriate range of skills and abilities necessary to respond effectively and meaningfully to the needs of adults and children alike and ensure that core services related to supporting early learning and development at every EarlyON Child and Family Centre are overseen by an RECE. Where recruitment of a RECE has not been possible, an exemption may be granted as determined by DSSMSSAB and the Ministry of Education. As staffing changes arise and new unqualified staff are hired at a site where there is no RECE, the Service Provider must request a RECE exemption from the DSSMSSAB.
- g) Submit an Annual Work Plan by the specified date requested by DSSMSSAB.
- h) Work positively and collaborate with local Special Needs Resourcing Organization(s) and/or Service Providers; understand that services received are based on discussion of a child's identified needs. There is an expectation that the Service Provider will work with the identified Special Needs Resourcing organization to determine the way that program staff will be mentored to address the needs of the child. This can include periodic training, working with a Special Needs Resourcing Assistant for a specified and/or limited period of time, or implementing recommended changes to the

environment or curriculum. Special Needs Resourcing funds are limited and used at the discretion of the Special Needs Resourcing organization and/or the DSSMSSAB.

- i) Ensure, each year, staff participate in a minimum of two professional development opportunities including the annual Professional Development Day offered by the DSSMSSAB and the Quality Assurance committee.
- j) Ensure that Supervisory staff have regular opportunities to enhance their leadership skills through professional development and access available Early Years provider networking sessions including those that support participation in community of practice forums occurring throughout the year.
- k) Work positively and collaboratively with partner Indigenous organizations to improve organizational capacity to provide inclusive and responsive services to Indigenous children and families.

6. SERVICE EVALUATION

The District of Sault Ste. Marie Social Services Administration Board will evaluate the services provided by the Service Provider under each of the following categories:

- a) data collection related to participation in services offered;
- b) effective participation in community planning tables and activities;
- c) number of unqualified staff who are actively upgrading their credentials;
- d) timely, complete and accurate submissions of data and annual reporting requirements;
- e) participation in and quality of participation in the Quality Assurance Framework, Program Development and Professional Development;
- f) adhering to mandatory core services and service description; and
- g) adherence to all DSSMSSAB policies and procedures including Serious Occurrence reporting and Criminal Reference Checks in accordance with legislation.

SCHEDULE "B-5"

Capacity Building | Quality Assurance | Professional Practice | Mental Health Support

BACKGROUND

The District of Sault Ste. Marie Early Years Leadership Table and Quality Assurance Committee uses a collaborative approach in planning for and execution of capacity building initiatives at a local level. This group of Child Care, Licensed Home Child Care and EarlyON Supervisors, Managers, Special Needs Resource Managers, Indigenous-led Supervisors, Managers, and community partners (by invitation) meet regularly to identify gaps in service delivery and local capacity.

The Professional Practice Leader (PPL) plays an integral role in the success of the Quality Assurance Program by being a role model and inspiring others to deepen their own knowledge of current pedagogy and reflect on how this knowledge informs their daily practice.

OBJECTIVE

Capacity building funding is intended to support professional learning and development opportunities that build the capacity of licensees, supervisors, program staff/caregivers, home visitors, home child care providers and non-profit volunteer board members to support the provision of high quality programs for children ages 0 to 12 and their families/caregivers.

Capacity building initiatives helps child care and EarlyON operators to put the *How Does Learning Happen? Ontario's Pedagogy for the Early Years* framework into practice.

The PPL role will strategically challenge and mentor their peers with coaching strategies to create a culture of reflective teaching and best practices that lead to quality early childhood environments.

To meet this objective, the PPL will advocate for and implement components of the QA Program within each agency by:

- conducting informal evaluations using QA approved Program tools;
- engaging peers in dialogue about QA Program components;
- collaborating with peers and supervisor to establish program goals and action plans and motivating peers to implement action plans;
- engaging in professional development opportunities including participation in PPL meetings, independent study to develop personal skills and knowledge; and
- participating in community professional development opportunities.

Mental Health Support funding will support enhanced services to families and their children and will be used to build further capacity in the system for mental health initiatives by:

- Supporting the coordination of regional mental health supports for children, parents/caregivers, and staff
- Enhancing current professional learning supports to include mental health information for the child care and early years sector
- Supporting alignment with Ontario’s provincial pedagogy for early years and child care settings: *How Does Learning Happen? Ontario’s Pedagogy for the Early Years*

ELIGIBLE EXPENSES

- Program-related professional learning opportunities related to:
 - Implementing and practicing pedagogical approaches described in HDLH
 - Reflective practice and collaborative inquiry
- Professional learning and development opportunities for staff related to core service delivery and well-being of children and families such as:
 - healthy child development
 - pre and post-natal care
 - adult and parent education
 - diversity and inclusion
 - community development and outreach
 - cultural competency
- Capacity building of staff to ensure core services support inclusion of children with special needs and their families, for example, through the support of an SNR consultant.
- Establishment of professional learning communities of practice to support early years program staff;
- Professional learning and development opportunities related to child care and EarlyON program business administration (e.g., budgeting, leadership, human resource management, policy development, board governance etc.);
- Professional learning and development opportunities related to the health, safety and well-being of children (e.g., nutrition, first aid, environmental health, communicable diseases, etc.);
- Release time and overtime to support staff in participating in professional learning and development opportunities; and/or
- Travel costs (in accordance with the OPS Travel Directive) to support attendance at professional learning and development opportunities (CMSM and DSSAB policies pertaining to travel and accommodation apply).

Note: Partnerships with other community organizations and initiatives are encouraged to promote inter-professional learning opportunities.

ROLES AND RESPONSIBILITIES

The **Service Provider** will support and promote professional learning and development opportunities by fully participating in programs and events funded by the DSSMSSAB and planned through Leadership and Quality Assurance members. This includes but is not limited to:

1. Professional Practice Leader meetings and initiatives
2. Mentorship and/or Recruitment and Retention strategies

3. Non-profit Board Training
4. Leadership and Business Administration Training
5. Program closures for early years educator professional learning
6. Post-secondary institution certificate courses, workshops



CORPORATION OF THE TOWNSHIP OF PRINCE

By-Law 2024-19

DSSAB Annual Agreement for Childcare Services 2024

Being a BY-LAW to authorize the Mayor and CAO/Clerk-Treasurer to sign a Service Agreement between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the Corporation of the Township of Prince (Service Provider)

NOW THEREFORE the Council for the Township of Prince enacts as follows:

THAT the Mayor and CAO/Clerk-Treasurer are hereby authorized to execute and affix the Corporate Seal to a Service Agreement between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the Corporation of the Township of Prince (Service Provider) for the provision of Children’s Services: Licensed Child Care which Agreement is attached hereto as Schedule “A”

1. Schedule “A”

Schedule “A” forms art of this by-law

READ and passed in open Council on this 14th day of May 2024

Enzo Palumbo, Mayor

Jillian Hayes, CAO Clerk

SEAL

Schedule "A"

This Agreement made the **1st** day of **JANUARY 2024**:

Children's Services: Licensed Child Care

EY 24 004

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

Hereinafter called "DSSMSSAB"

And

CORPORATION OF THE TOWNSHIP OF PRINCE

Hereinafter called the "Service Provider"

Hereinafter collectively referred to as "the Parties"

ARTICLES OF AGREEMENT

WHEREAS it is the responsibility of the DSSMSSAB, the District of Sault Ste. Marie Social Services Administration Board to deliver various social services and programs for the benefit of eligible participants residing in the area of jurisdiction: City of Sault Ste. Marie, Prince Township and area known as Sault North Planning Board;

AND WHEREAS the Service Provider has the ability to deliver certain social services and programs (the "Designated Program") in a timely and efficient manner;

NOW therefore in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The following documents and any amendments thereto, constitute the entire agreement between the Service Provider and the DSSMSSAB with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter.

- a. General Conditions of the Contract
- b. Schedule 'A'
- c. Schedule 'B'

2. DEFINITIONS

Agreement: means the contract between the DSSMSSAB and the Service Provider with respect to the Services contemplated within this document.

Board: means the eight locally elected political representatives on the DSSMSSAB. The Board consists of five representatives from Sault Ste. Marie, one representative from Prince Township and two representatives from the Sault North Planning Board Area.

DSSMSSAB: means District of Sault Ste. Marie Social Services Administration Board.

MFIPPA: means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

Services: means all services and deliverables to be provided by a Service Provider as described in this document.

Service Provider: means the Successful Proponent(s) with whom the DSSMSSAB enters into an Agreement.

Site Authority: means the DSSMSSAB designate specified with authority pertaining to the provision of Services.

3. GENERAL CONDITIONS OF THE CONTRACT

3.1 Effective Date and Duration

This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and shall expire at the end of the Designated Program period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement.

3.2 Termination for Convenience

The DSSMSSAB may terminate any issuing Agreement at any time subject to **30** days written notice to the Service Provider. The DSSMSSAB shall provide appropriate compensation to the Service Provider proportionate to the Services satisfactorily performed by the Service Provider prior to the termination date.

3.3 Reduction or Termination of Initiative

If the initiative named in this Agreement is cancelled, the DSSMSSAB may, upon not less than thirty (30) days notice, reduce the funding under this Agreement or terminate the Agreement.

3.4 Termination

Termination for Default

1. The following constitutes Event of Default:

- a) The Service Provider becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Service Provider;
- b) The Service Provider ceases to operate;

- c) The Service Provider is in breach of the performance of, or compliance with, any provision of this Agreement;
- d) The Service Provider, in support of its application for the DSSMSSAB contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to the DSSMSSAB or in the opinion of the DSSMSSAB there is a material adverse change in the risk in the Service Provider's ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.

2. If

- a) An Event of Default specified in paragraph 3.4.1 occurs; or
- b) An Event of Default specified in paragraphs 3.4.1 occurs and has not been remedied within thirty (30) days of receipt by the Service Provider of written notice of default, or a plan satisfactory to the DSSMSSAB to remedy such Event of Default has not been put into place within such time period,

the DSSMSSAB may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing such notice of termination, the DSSMSSAB shall have no obligation to make any further contribution to the Service Provider.

- 3. In the event the DSSMSSAB gives the Service Provider written notice of default pursuant to paragraph 3.4 2b), the DSSMSSAB may suspend any further payment under this agreement until the end of the period given the Service Provider to remedy the event of Default.
- 4. The fact that the DSSMSSAB refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the DSSMSSAB shall not prevent the DSSMSSAB in any way from later exercising any other right or remedy under this Agreement or other applicable law.

3.5 Compliance with Laws and Licensing

The Service Provider will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

3.6 Health and Safety

The Service Provider shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Service Provider acknowledges its duty as an employer and a supervisor under the Occupational Health and Safety Act and under the applicable regulations and in particular, that the Service Provider shall take every precaution reasonable under the circumstances for the protection of a worker.

The Service Provider acknowledges possession of a copy of the Occupational Health and Safety Act and applicable regulations for these Services.

The Service Provider shall provide all required safety and personal protective equipment as required under the Occupational Health and Safety Act or the Safety Policies of the Proponent.

The Service Provider releases and discharges the DSSMSSAB from any claim or demand for any action taken by the DSSMSSAB to exercise its duties of due diligence under the Occupational Health and Safety Act.

The Service Provider shall carry Workers Safety and Insurance Board coverage for its employees and any necessary liability insurance coverage. The Service Provider will be responsible for presenting a WSIB Certificate of Clearance upon award of any contract.

3.7 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible have received training and comply with the requirements of the Accessibility for Ontarians with Disabilities Act, 2005, as amended.

For further information visit:

<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/index.aspx>

The DSSMSSAB reserves the right to require the Service Provider to demonstrate that its training policies meet these requirements.

3.8 Disposition of Capital Assets

1. During the Designated Program period, the Service Provider shall preserve any capital asset purchased by the Service Provider with funding provided under this Agreement and shall not dispose of it unless the DSSMSSAB authorizes its disposition.
2. At the end of the Designated Project Period, or upon termination of this Agreement, if earlier, the DSSMSSAB reserves the right to direct the Service Provider to dispose of any capital asset purchased by the Service Provider with funding provided under this Agreement by:
 - a) Selling it, at fair market value and applying the funds realized from such sale to offset the DSSMSSAB's contribution to the eligible expenditures;
 - b) Turning it over to another organization or to an individual designated or approved by the DSSMSSAB; or
 - c) Disposing of it in such other manner as may be determined by the DSSMSSAB.

3.9 DSSMSSAB and Consultation

The Service Provider agrees that the staff providing services pursuant to this agreement will upon reasonable request, be available for consultation with the DSSMSSAB's staff.

3.10 Financial Records and Reporting

1. The Service Provider will maintain financial records and books of account in accordance with Generally Accepted Accounting Principles (GAAP) respecting services provided pursuant to this agreement and will allow the DSSMSSAB's staff or such other persons appointed by the DSSMSSAB to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.

2. The Service Provider will upon request submit to the DSSMSSAB an audited financial statement and reconciliation report with respect to the services provided pursuant to this Agreement within five (5) months of the Service Provider's financial year-end.
3. The Service Provider will retain the records and books of account referred to in clause 3.9 for a period of seven (7) years.
4. The Service Provider will retain all relevant documentation supplied by and/or to applicants to support funding decisions and allocations.

3.11 Service Records

In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior consent of the DSSMSSAB, which may be given subject to such conditions, as the DSSMSSAB deems advisable.

3.12 Notices

Any notices to be given and all reports, information, correspondence, and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule 'A'. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

Notices, reports, information, correspondence, and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

3.13 Insurance

The Service Provider shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of Services, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Lead Agency or its employees, agents or service participants, if any, in carrying out the service. A minimum of five (5) million dollars comprehensive general liability insurance coverage will be required during the term of this agreement. Verification of insurance coverage shall be provided to the Agent within thirty (30) days of the signing of this agreement.

The Board then reserves the right to determine the amount of coverage required in consultation with the Service Provider on a case by case base.

3.14 Indemnification

The Service Provider shall indemnify and hold harmless the DSSMSSAB and their respective officers, directors, agents and employees, and each of them, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Service Provider's performance of the Services.

3.15 Confidentiality

The Service Provider shall treat as confidential all information of any kind which comes to the attention of the Service Provider in the course of carrying out the Services and shall not

disseminate such information for any reason without the express written permission of the DSSMSSAB.

3.16 Relationship Between the Parties and Non-Liability of DSSMSSAB

The management and supervision of the designated program are the sole and absolute responsibility of the Service Provider. The Service Provider is not in any way authorized to make a promise, agreement or contract on behalf of the DSSMSSAB. This Agreement is a service agreement only for the services outlined in this agreement and not a contract for employment. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Service Provider shall not represent itself as an agent, employee or partner of the DSSMSSAB.

3.17 Ownership and Confidentiality of the DSSMSSAB Provided Data

All correspondence, documentation and information provided by the DSSMSSAB staff to the Service Provider connection with, or arising out of the Services or the acceptance of this contract:

- a) is and shall remain the property of the DSSMSSAB;
- b) must be treated by the Service Provider as confidential; and
- c) must not be used for any purpose other than for fulfillment of any related services under this agreement.

3.18 Freedom of Information

Any information collected by the Agent on behalf of the DSSMSSAB pursuant to this Agreement is subject to the rights and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act.

3.19 Conflict of Interest

The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services to the DSSMSSAB where such activity or the provision of such services creates a conflict of interest (actually or potentially) in the sole opinion of the DSSMSSAB and the Service Provider with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the DSSMSSAB relevant to the services where the DSSMSSAB has not specifically authorized such use.

3.20 Assignment of Agreement

The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the DSSMSSAB, which approval may be withheld by the DSSMSSAB in its sole discretion or given subject to such conditions as the DSSMSSAB may impose.

3.21 Amendment

This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be writing and signed by the parties.

3.22 Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties

agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

3.23 Method of Payment

The DSSMSSAB and Services Provider agree to adhere to the payment schedule outlined in Schedule 'A'.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

By: _____ Date: 3/25/2024

Name: Mike Nadeau

Title: CEO

I have the authority to bind the District of Sault Ste. Marie Social Services Administration Board

CORPORATION OF THE TOWNSHIP OF PRINCE

By: _____ Date: 3/24/2024

Name: Enzo Palumbo

Title: Mayor

I have the authority to bind the Corporation

SCHEDULE 'A'

DSSMSSAB

ADDRESS: Elgin Tower, 390 Bay Street, Suite 405
PO Box 277 Sault Ste. Marie ON P6A 5L8

CONTACT PERSON: **Tanya Ritter, Integrated Program Manager**

PHONE: 705-542-9338

FAX: 705-542-5212

EMAIL: t.ritter@socialservices-ssmd.ca

SERVICE PROVIDER

NAME: **Corporation of the Township of Prince**

ADDRESS: 3042 Second Line, W. Prince Township P6A 6K4

CONTACT PERSON: **Kate Parniak, Manager** **Enzo Palumbo, Mayor**

PHONE: 705-779-3627

EMAIL: kmitchell@twp.prince.on.ca epalumbo@princetwp.ca

1. DESIGNATED TERM OF AGREEMENT

The term of this agreement will commence on January 1, 2024 – December 31, 2025

2. PAYMENT FOR SERVICES

The DSSMSSAB agrees to issue payment of of **\$22,703.25** the 2024 year, cash flowed through monthly payments and expended within the parametres of this contract and accompanying schedules. As stated in Schedule "B-1", additional onetime funding may be issued at a later date if available.

SCHEDULE 'B'

SCOPE OF SERVICES

SCHEDULE "B-1"

FUNDING AND AGREEMENT SUMMARY

SCHEDULE		SUMMARY
SCHEDULE "B-2"	Additional Contractual Requirements	
SCHEDULE "B-3" Service Delivery and Philosophy	Commitment to deliver service as per "How Does Learning Happen? Ontario's Pedagogy for the Early Years	
SCHEDULE "B-4" Reporting Requirements & Progressive Limitations	Reporting expectations, contract compliance and late submissions policy	
SCHEDULE "B-5" Capacity Building Quality Assurance Professional Practice	Supports initiatives directed by the Sault Ste. Marie Early Years Leadership Table and the Quality Assurance Committee Dependent on in-year funding availability Determined by number of: Programs, Staff and PPL's	
SCHEDULE "B-6" Special Purpose Funding	Issued to offset onetime operational expenses Dependent on in-year funding availability and program need	
ALLOCATION		
SCHEDULE "B-7" Special Needs Resourcing	Commitment to delivery of inclusive services and when approved, Enhanced Ratio Support	Ratio support funds administered through Thrive CDC
SCHEDULE "B-8" Fee Subsidy	Attendance based reimbursement of subsidized spaces for qualifying families	Calculated and paid monthly
SCHEDULE "B-9" Pay Equity	2003 Mediated Memorandum of Settlement Proxy Order from Pay Equity Commission	\$2,447.25
SCHEDULE "B-10" Wage Enhancement	Provincial grant to narrow gap between RECE wages in education sector and licensed care	\$5,689.63
SCHEDULE "B-11" General Operating	Funded through model using operating capacity of Licensed Site and DSSMSSAB authorized 'Points System'	\$14,566.37
SCHEDULE "B-12" Canada Wide Early Learning & Child Care	(<i>Estimated and reconciled quarterly</i>) 1) Parental Fee Reduction 2) Workforce Compensation 3) Emerging operational issues	1) Issued when qualifying family attends 2) Application based 3) Application based
SCHEDULE "B-13" Licensed Home Child Care	Base funding supports to increase provider compensation & fee reductions for families	N/A
TOTAL		\$22,703.25

Service Location:

Mountain View Public School
Mahler Road
Goulais River ON P0S 1E0

General Operating Details

24 School Age	\$9,018.75
Cost of Living Allowance	\$547.62
Rural Grant	\$5,000.00
Total	\$14,566.37

SCHEDULE “B-2”

SERVICE NAME: Additional Conditions and Requirements

1. Definitions

In this Agreement,

- a) “Agreement” means the recitals, the Agreement and all Schedules attached hereto.
- b) “DSSMSSAB” means the staff of the DSSMSSAB authorized to exercise the rights and perform the duties of the DSSMSSAB under this Agreement.

2. Service

- a) The Service Provider agrees to provide services in accordance with the terms and conditions of this Agreement and attached Schedule(s) and in accordance with the policies, guidelines and requirements of the DSSMSSAB and the Ministry of Education in effect during the term of this Agreement.
- b) For greater certainty the provisions of the Agreement in no way relieve the Service Provider of its obligations and responsibilities under the *Child Care and Early Years Act, 2014* and regulations thereunder.

3. Consideration

- a) The DSSMSSAB will pay to the Service Provider, for allowable expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in Schedule “B-1”. The amounts, times and manner of such payments will be made in accordance with Schedule “B-4”.
- b) The parties agree that an approved funding allocation will be negotiated on or before the start of the applicable fiscal year while this Agreement is in force. In the event the funding is not re-negotiated by that time, payments will continue to be made in accordance with the approved budget amounts for the immediately preceding fiscal year until such time as the funding allocation is re-negotiated or this Agreement is terminated.
- c) The Service Provider may transfer funds between the DSSMSSAB budget lines only with the prior written approval of the DSSMSSAB.
- d) It is agreed and understood that the DSSMSSAB may withhold and/or recover payments in whole or in part if the Service Provider is in breach of its obligations under this Agreement.
- e) If Service levels are not achieved as indicated in the attached Schedules and Program Operating Capacity, the DSSMSSAB in its discretion may assess an amount against the Service Provider reflective of the underachieved levels, which the Service Provider shall refund within 30 days. If the Service Provider fails to refund the assessment by its due date, the DSSMSSAB may reduce one or more subsequent payments to the Service Provider until reimbursed in full.

4. Representations, Warranties and Covenants of the Service Provider

The Service Provider represents, warrants and covenants to the DSSMSSAB (and acknowledges that the DSSMSSAB is relying thereon) that:

- a) the **Service Provider** will deliver services as outlined in Schedule “B” of this document;
- b) the Service Provider holds and will maintain a current and clear license issued under the *Child Care and Early Years Act, 2014* during the Term of this Agreement and any extension thereof;
- c) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the Terms of this Agreement;
- d) the Service Provider’s facilities are suitable for providing the services and programs under the Agreement and otherwise are, and will remain in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- e) the Service Provider shall employ competent employees and volunteers of good character and shall maintain documentation of all staff qualifications;
- f) the Service Provider warrants that it currently has and will maintain a board of directors of not less than 5 members throughout the term of this Agreement. A certificate confirming names of Board members must be submitted on an annual basis following each Annual General Meeting of the Corporation;
- g) the Service Provider has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- h) the Service Provider shall notify the DSSMSSAB as soon as possible regarding any change to School Age Market Rate charged by submitting copy of the corresponding approved Board Motion;
- i) the Service Provider shall notify the DSSMSSAB as soon as possible regarding any plans to change ownership;
- j) the Service Provider shall notify the DSSMSSAB as soon as possible of any plans for closure of any program or site where services are provided; and
- k) the execution and delivery of the Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary action on the part of the Service Provider.

The Service Provider acknowledges that any breach of any of the above representations and warranties shall constitute default under the terms of this Agreement entitling the DSSMSSAB, in addition to any other remedy, to exercise its termination right.

5. DSSMSSAB Access and Consultation

The Service Provider will permit the DSSMSSAB staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this Agreement and under its control in order to observe services and inspect all records relating to the services provided pursuant to this Agreement.

The Service Provider agrees that the staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with the DSSMSSAB.

6. Financial Records and Reports

- a) The Service Provider will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as the DSSMSSAB may require.
- b) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Schedules.
- c) The Service Provider shall submit to the DSSMSSAB, all meeting minutes, including minutes of the Annual General Meeting, once approved.

7. Centralized Waitlist

- a) The Service Provider agrees to participate in the DSSMSSAB centralized waitlist and accept families into their program as per the waitlist guidelines that have been identified. No child, whether full fee or subsidized, shall be accepted into a program unless their parent or guardian has previously completed the centralized waitlist online application and is the next available party prepared to accept an offer.
- b) The Service Provider will participate in training to ensure that all relevant staff are proficient in using the centralized waitlist.
- c) Any proposed internal waitlist policies of the Service Provider shall be submitted to the DSSMSSAB for prior approval.
- d) With respect to the administration of the centralized waitlist for the service area of the DSSMSSAB, the Service Provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the DSSMSSAB from time to time.

8. Quality Assurance

- a) The Service Provider shall deliver to each child enrolled in an Early Years program, including each child with Special Needs, high quality programming which meets the requirements of all applicable legislation and regulatory standards including without limitation, the College of Early Childhood Educators of Ontario Code of Ethics and Standards of Practice.

- b) The Service Provider shall meet such standards with respect to programs, staffing and delivery of the Early Years Services as may from time to time be determined by the DSSMSSAB.
- c) The Service Provider shall ensure staff and supervisors regularly participate in initiatives established by the DSSMSSAB which are designed or intended to benefit the Service Provider including, without limitation, programs to assist in capacity building, programs to provide networking opportunities, programs that promote inclusion, leadership and other early years system planning initiatives, and will fully participate in the DSSMSSAB Quality Assurance Framework initiatives.
- d) The DSSMSSAB expects that at a minimum, there will be full staff participation in two Professional Learning opportunities per year, that are sponsored by the DSSMSSAB and, where the Service Provider will continue to receive funding, as per the regular daily DSSMSSAB allocation.
- e) The Service Provider shall provide such data as may be required by the DSSMSSAB to assess the Service Provider's level of participation in Quality initiatives and professional learning.

9. Reports

- a) The Service Provider will maintain service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in Schedule "B-9" specific reports respecting the services being provided pursuant to this Agreement, acceptable to the DSSMSSAB which shall include program data such as statistics on target achievements and such other information as the DSSMSSAB requires.
- b) The Service Provider will also prepare and submit to the DSSMSSAB, annually, or at any time upon reasonable request, comprehensive reports acceptable to the DSSMSSAB respecting the services being provided.

10. Additional Insurance

The Service Provider will submit to the DSSMSSAB, a certificate from their insurer naming the DSSMSSAB as additional insured, or upon the request of the DSSMSSAB, provide a copy of any insurance policy.

The policy shall include errors and omissions professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than five million (\$5,000,000) dollars and to continue for twelve (12) months following the expiry or earlier termination of the Agreement.

11. Additional Indemnification

The Service Provider undertakes and agrees to defend and indemnify the DSSMSSAB and hold harmless the DSSMSSAB and those for whom it is responsible in law, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the DSSMSSAB, and those for whom it is responsible in law, may sustain or incur by reason of:

- a) any breach of this Agreement by the Service Provider, the Service Provider's employees, any subcontractor of the Service Provider, or persons for whom the Service Provider is at law responsible;
- b) any loss or misuse of funds held by the Service Provider, the Service Provider's employees, subcontractor of the Service Provider, or persons for whom the Service Provider is at law responsible, under this Agreement;
- c) the acts or omissions of the Service Provider, the Service Provider's employees, subcontractor of the Service Provider, or any person for whom the Service Provider is at law responsible in performing the services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- d) any claim or finding that the Service Provider, the Service Provider's employees, subcontractor of the Service Provider, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, DSSMSSAB or are entitled to any Employment Benefits of any kind; and,
- e) any liability on the part of the DSSMSSAB, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the DSSMSSAB, from Service Provider: Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of services or otherwise in connection with Service Provider's business.

12. Additional Termination

Where No Appropriation

If the DSSMSSAB does not receive the necessary appropriation from the Province the DSSMSSAB may terminate the Agreement immediately without liability, penalty, or costs by giving written notice to the Service Provider.

If the DSSMSSAB terminates the Agreement under this section, it may, in its discretion, take one or more of the following actions:

- a) cancel further instalments of Funds;
- b) demand from the Service Provider the payment of any Funds remaining in the possession or under the control of the Service Provider; and
- c) determine the reasonable costs for the Service Provider to wind down the Program and permit the Service Provider to offset such costs against the amount owing.

13. Consequences of Termination

- a) Upon any termination of this agreement, a full accounting of all funds received by the Service Provider up to the date of termination shall take place. The Service Provider agrees to give access to the DSSMSSAB and its authorised agents access to its premises and all business records as may be reasonably required to conduct such accounting. If the accounting determines that the Service Provider has been overpaid it shall reimburse any overpayment of funds to the DSSMSSAB within thirty (30) days of receipt of the accounting.
- b) Upon termination the Service Provider shall forthwith deliver to the DSSMSSAB or to whom it directs all records in any media, all property, software, materials, signage and equipment owned by the DSSMSSAB or its agents and it shall co-operate in the orderly transfer of operations.
- c) Notwithstanding the termination of this Agreement or any extension thereof the provisions of Sections related to Report, Financial Reports, Service Records, Confidentiality, Conflict of Interest, Indemnification and Disposition of Equipment shall continue to be binding upon the parties.

14. Debt Due and Payment

If at any time the DSSMSSAB provides Funds in excess of the amount to which the Service Provider is entitled under the Agreement, the DSSMSSAB may:

- a) deduct an amount equal to the excess funds from any further instalments of funds; or
- b) demand that the Service Provider pay an amount equal to the excess funds to the DSSMSSAB.

15. Parties Independent

The Service Provider is not an agent, joint venturer, partner, or employee of the DSSMSSAB, and the Service Provider 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. The Service Provider shall have no authority to bind the DSSMSSAB to any contract or obligation of any kind.

16. Recognition and Awareness of Public Support

The Service Provider shall acknowledge the DSSMSSAB's contribution of funding with respect to the provision of services under the Agreement. The Service Provider shall post on its premises any signage provided by the DSSMSSAB with respect to the program. The DSSMSSAB reserves the right to waive this requirement

17. Succession

This Agreement shall be binding upon and endure to the benefit of both the Service Provider, its successors and assigns as provided in the Agreement and the DSSMSSAB, its successors and assigns.

SCHEDULE “B-3”

SERVICE NAME: Service Description Overview

SERVICE OVERVIEW

Funding for child care services will be negotiated with Service Providers who demonstrate a commitment to provide high quality, developmentally appropriate, inclusive, evidence based licensed Child Care and Early Years programs to children and families in the District of Sault Ste. Marie.

SERVICE DELIVERY

The DSSMSSAB and the Service Provider will maintain open communication and work together to provide families with children aged 0-12 in the Sault Ste. Marie Service Area, regardless of socio-economic background, culture, or language, access to high quality and inclusive child care/early years services that will ensure children are given a healthy start in life.

The delivery of core services will be guided by the Service Overview. The DSSMSSAB is accountable to the Ministry of Education for the purchase of services delivered by the Service Provider. The following responsibilities are in addition to those outlined in the legal agreement.

SERVICE EXPERIENCE AND PHILOSOPHY

The Ontario Early Years Policy Framework articulates the following vision for early years programs:

“Ontario’s children and families are well supported by a system of responsive, high-quality, accessible, and increasingly integrated early years programs and services that contribute to healthy child development today and a stronger future tomorrow.” *-How Does Learning Happen? Ontario’s Pedagogy for the Early Years*

Published in 2007, *Early Learning for Every Child Today*, referred to as ELECT, set out six principles to guide practice in early years settings:

1. Early child development sets the foundation for lifelong learning, behavior and health.
2. Partnerships with families and communities strengthen the ability of early childhood settings to meet the needs of young children.
3. Respect for diversity, equity and inclusion are prerequisites for honouring children’s rights, optimal development and learning.
4. A planned curriculum supports early learning.
5. Play is a means to early learning that capitalizes on children’s natural curiosity and exuberance.
6. Knowledgeable, responsive early childhood professionals are essential.

ELECT also provides a continuum of development for children from birth to age eight. It is recognized as a foundational document in the early years sector. It provides a shared language and common understanding of children’s learning and development for early years professionals as they work together in various early years settings.

Research, theory, and practice suggest that high-quality early childhood programs:

- a) establish positive, responsive relationships with children and their families;
- b) value children as individuals and as active and competent contributors with their own interests and points of view;
- c) recognize the connection between emotional wellbeing and social and cognitive development and the importance of focusing on these areas holistically;
- d) provide environments and experiences for children to explore ideas, investigate their theories, and interact with others in play;
- e) engage with families and support each child within the context of his or her family, recognizing that family and child well-being are inextricably linked;
- f) provide ongoing opportunities for educators to engage in critical reflection and discussion with others about pedagogy and practice to support continuous professional learning and growth.

Through critical reflection and learning we build from a foundational knowledge of children through the ELECT document and move towards a better understanding of how children learn.

Goals for children's learning, development, health, and well-being are integral to all aspects of early years programs, from policies and procedures to environments, experiences, and interactions. Grounded in a view of the child as competent and capable and organized around the foundations of belonging, well-being, engagement, and expression, the following goals are a starting point to help educators place children first within all aspects of the program.

- Every child has a sense of belonging when he or she is connected to others and contributes to their world.
- Every child is developing a sense of self, health, and well-being.
- Every child is an active and engaged learner who explores the world with body, mind, and senses.
- Every child is a capable communicator who expresses himself or herself in many ways.

Programs are expected to provide pedagogical direction for educators in a variety of ways as they:

- cultivate authentic, caring relationships and connections to create a sense of belonging among and between children, adults, and the world around them;
- nurture children’s healthy development and support their growing sense of self;
- provide environments and experiences to engage children in active, creative, and meaningful exploration, play, and inquiry; and
- foster communication and expression in all forms.

SERVICE EVALUATION

The District of Sault Ste. Marie Social Services Administration Board will evaluate the Services provided by the Service Provider under each of the following categories:

- a) maintenance of condition free licensing;
- b) number of unqualified staff who are actively upgrading their credentials.
- c) timely, complete and accurate submissions of attendance and annual reporting requirements;
- d) participation in and quality of participation in the Quality Assurance Framework, Program Development and Professional Development; and
- e) adherence to all DSSMSSAB policies and procedures including Serious Occurrence reporting and Criminal Reference Checks in accordance with legislation.

The DSSMSSAB agrees to:

- a) Provide up to two Professional Development opportunities to Early Childhood Educators and/or not-for-profit Boards of Directors in the community in partnership with the Quality Assurance Committee.
- b) Provide a system wide Quality Assurance Program in partnership with Quality Assurance committee members and support Service Providers as they identify opportunities to enhance the quality of their programs.

The Service Provider agrees to:

- a) Deliver child care services in accordance with this Schedule, the Strategic Plan for the delivery of early Years Services in Sault Ste. Marie and work collaboratively with the Quality Assurance Coordinator when implementing strategies to strengthen the alignment of services with the Ontario Early Years Policy Framework.
- b) Each site will have a program statement that is consistent with the Minister's Policy statement on programming and pedagogy and is sensitive to the social, linguistic and cultural diversity of each local program. This will ensure that staff and volunteers have a shared understanding of the goals that guide the Early Years programs at each site.
- c) Work positively and collaborate with local Special Needs Resourcing Organization(s) and/or Service Providers; understand that services received are based on discussion of child's identified needs. There is an expectation that the Service Provider works with the identified Special Needs Resourcing organization to determine the way that program staff will be mentored to address the needs of the child. This can include periodic training, working with an Early Learning Resource Consultant for a specified and/or limited period of time, implementing recommended changes to the environment or curriculum, or participating in a needs assessment to determine eligibility for Enhanced Ration Support funding. Special Needs Resourcing funds are limited and used at the discretion of the Special Needs Resourcing organization and/or the DSSMSSAB.
- d) Work positively and collaboratively with community partners to improve organizational capacity to provide inclusive and culturally responsive services to children and families.
- e) Ensure, each year, staff participate in a minimum of two professional development opportunities including the annual Professional Development Day offered by the DSSMSSAB and the Quality Assurance committee.
- f) Ensure that Supervisory staff have regular opportunities to enhance their leadership skills through professional development and access available Early Years provider networking sessions including those that support participation in community of practice forums occurring throughout the year.
- g) Participate on the local Early Years Service System Management Table and other committees that may, from time to time be recommended by the DSSMSSAB.

SCHEDULE “B-4”

Reporting Requirements and Progressive Limitations

SERVICE OBJECTIVES

All Service Providers who receive funding from the DSSMSSAB shall submit documentation as required, dependent upon the type of agreement they hold. Service Providers understand that should they not comply with reporting requirements within the expected timelines, progressive limitations will be applied by the DSSMSSAB.

SERVICE PROCEDURE OVERVIEW

The Early Years Director, or designate, will contact the Service Provider to request submission of documentation. The Service Provider is responsible for contacting the Director or designate to discuss an alternative timeline if they are unable to meet the designated date. Should the documentation not be submitted, the DSSMSSAB will serve notice by email and funding may be withheld.

POLICY FOR LATE FILING

If a submission is not received by the filing deadline, the DSSMSSAB will take the following progressive action until the submission is received:

Step 1
10 days after the filing deadline the DSSMSSAB will inform the Service Provider that the submission is overdue
Step 2
25 days after the filing deadline the DSSMSSAB may reduce the applicable funding type by 25% of the monthly payment
Step 3
50 days after the filing deadline the DSSMSSAB may reduce the applicable funding type by 50% of the monthly payment

Upon submission of DSSMSSAB requirements, payments will revert back to the regular monthly payment process with the first payment including withheld funds.

Should the Service Provider have outstanding submissions the DSSMSSAB may exercise its discretion by not providing funding in the subsequent calendar year.

The Service Provider shall ensure that all reports are in such form and contain such content as are reasonably required by the DSSMSSAB.

ACCESS TO RECORDS

As per the Service Agreement with the DSSMSSAB, the Service Provider must make financial and enrollment records available to DSSMSSAB staff within 5 business days of the request. The DSSMSSAB may request access to the Service Providers records any time during the term of the Agreement and for seven years after the expiry or termination of the Agreement.

In addition to any in-year requests, the Service Provider must submit the following information to the DSSMSSAB as outlined below.

	Submission Type	Due Date
1	Service Agreement / Amendments	30 days after date of receipt
2	Draft Annual Operating Budget Finalized Annual Operating Budget	60 days before the next funding year 30 days after new funding year
3	Audited Financial Statement Letter of Finding	Four months after year end <u>or</u> letter from auditor stating Service Provider submitted all required documents and completed audit is pending
4	OCCMS: Attendance, Vacancies and Occupancy Report	Attendance and Vacancy/Occupancy information by age group by the end of the third business day of the following month
5	Wage Enhancement Reconciliation Wage Enhancement Applications	January 15 th (following funding year) December 1 st (prior to next funding year)
6	One-Time Grants Reconciliation	As per date specified in contract amendment or approval or as specified in written request
7	Statistical / Target Information	As per date specified in written request
8	Board of Directors: -Names and contact information -List of Signing Officers Board Minutes	Annually or upon changes Copy to be forwarded once approved by Board
9	Changes to Operating Capacity or any revisions or use of alternate capacity	Submitted in writing prior to making changes
10	Changes in School Age Market Rates and requests to increase Fee Subsidy rates	60 days prior to rate change (board motion to be included)
11	Insurance Certificate, confirming liability as per contract and naming DSSMSSAB as additional insured	Annually upon renewal
12	CWELCC Attendance and Funding Report by Site	Completed monthly and submitted within 3 business days after month end.
13	Copy of most recent Program Statement	Submitted with annual budget
14	Motion from Board of Directors indicating support and participation in Quality Assurance program	Submitted after the first scheduled Board meeting once Service Agreement is endorsed

ANNUAL BUDGET

The Service Provider will submit a draft annual Budget to the DSSMSSAB 60 days prior to year-end and a finalized budget 30 days after new funding year begins. The budget will contain operating costs and all sources and amounts of revenue. A maximum of 10% of DSSMSSAB revenue will be allocated to administrative expenses. (This will not include the Supervisor's salary).

DSSMSSAB funding can be utilized to support:

- a) a supervisor who has 5 full-time staff to spend half of the allocated supervisory hours on administrative duties;
- b) a supervisor with more than 7 full-time staff to work full-time on administrative duties; and
- c) a full-time administrator's salary for agencies with an operating capacity of 90 children or more.

AUDITED FINANCIAL STATEMENTS

Service Providers receiving funding in excess of \$20,000 must provide the DSSMSSAB with audited financial statements within four months of the organization's fiscal year end. A two month extension can be requested by the Auditor. The DSSMSSAB also requires that the Management Letter be submitted along with the audit.

NOTE:

1. A Management Letter is issued by the auditor to the Board of Directors after the audit has been completed. The purpose of the letter is to identify any weaknesses in the organization's internal controls or other significant matters that were identified during the course of the audit.
2. Auditors are strongly encouraged to contact the DSSMSSAB and request an "Audit Confirmation Letter" which itemizes all funding received by the Service Provider in the fiscal year.

DSSMSSAB Audit Requirements

1. Payments received from the DSSMSSAB are to be recorded as revenue and not as an offset to any expenditure. If offsetting did occur, it can be detailed either on the Income Statement (Profit and Loss Statement) or in the Notes to the Financials with a schedule detailing how DSSMSSAB funding was recorded and displayed on the financials.

Revenue sources are to be recorded as:

- Parent Fees
 - Fee Subsidies
 - CWELCC
 - General Operating Grant
 - Wage Subsidies (Pay Equity, Professional Practice Leader funding, Wage Enhancement)
 - Onetime funding grants (Restricted contribution)
 - Other (Specify)
2. Include a note which breaks down staffing costs by reporting salary expenses separately from benefit expenses (*The DSSMSSAB is required by the Ministry of Education to confirm that General*

Operating funding has not been used to support minimum wage requirements. This information along with the collection of staffing levels will assist with this process.)

3. Contract amendments are provided and identify where to apply revenue. If all funding is not expended in the year of the amendment, it should be recorded as a deferred contribution with an audit note to identify where the deferred revenue came from and its purpose. Deferred contributions are recognized as revenue in the year in which the related expense is incurred.

Service Providers may be required to revise and resubmit audited financial statements that do not comply with auditing/accounting standards or DSSMSSAB reporting requirements. Failure to submit an audit in the specified format may result in sanctions being applied.

When a Service Provider has incurred a deficit, a realistic business plan that identifies how the deficit will be addressed in the following year, must be submitted with the audit.

GOVERNANCE

1. The Service Provider will maintain a minimum of five directors.
2. The Service Provider shall submit a copy of any and all meeting minutes as they are approved, including the Annual General Meeting Minutes each year. The minutes shall include the approval of previous year's AGM minutes, the election of the Board of Directors and appointment of the auditor.
3. The Service Provider will submit annually submit a list of current Board Directors and Signing Officer(s) – including contact information and update immediately when changes occur.
4. Two Signing Officers are recommended for cheque signing purposes in a non-profit organization.

INSURANCE

As insurance coverage is renewed, a copy of the updated certificate must be submitted to the DSSMSSAB. The current minimum level for general liability insurance is five million dollars.

The certificate must list all locations in receipt of funding from the DSSMSSAB, contain a cross liability clause, and name the DSSMSSAB as an additional insured.

REPORTS (Service Provider to maintain and provide if requested):

- a) Service records for each service and program provided by the Service Provider as part of this Agreement;
- b) Up to date financial records and books of account respecting all funds received by the Service Provider from the DSSMSSAB as part of this agreement and maintained in accordance with generally accepted accounting principles;
- c) Financial statements and reconciliation reports with respect to the services and programs provided as part of the Agreement;

- d) Quarterly reports on enrollment of all children served including full fee; (template provided by DSSMSSAB); and
- e) any other report that the Ministry or the DSSMSSAB may reasonably request.

From time to time the DSSMSSAB may undertake a compliance audit to ensure that the goals of CWELCC are being achieved, including reduced base fees being implemented consistently, and to ensure compliance with the workforce compensation requirements including increasing wages to support a mandated wage floor and annual wage increase.

The DSSMSSAB may also undertake an audit of a program's attendance records as per our Ministry of Education responsibilities. Attendance records will be requested without notice, reviewed on site and copies requested for comparison to OCCMS files.

SCHEDULE "B-5"

Capacity Building | Quality Assurance | Professional Practice

BACKGROUND

The District of Sault Ste. Marie Early Years Leadership Table and Quality Assurance Committee uses a collaborative approach in planning for and execution of capacity building initiatives at a local level. This group of Child Care, Licensed Home Child Care and EarlyON Supervisors, Managers, Special Needs Resource Managers, Indigenous-led Supervisors, Managers, and community partners (by invitation) meet regularly to identify gaps in service delivery and local capacity.

The Professional Practice Leader (PPL) plays an integral role in the success of the Quality Assurance Program by being a role model and inspiring others to deepen their own knowledge of current pedagogy and reflect on how this knowledge informs their daily practice.

OBJECTIVE

Capacity building funding is intended to support professional learning and development opportunities that build the capacity of licensees, supervisors, program staff/caregivers, home visitors, home child care providers and non-profit volunteer board members to support the provision of high quality programs for children ages 0 to 12.

The *Child Care and Early Years Act, 2014* includes program-related requirements for centre-based and home child care programs that align with *How Does Learning Happen? Ontario's Pedagogy for the Early Years*. Capacity building initiatives helps child care operators to put this pedagogical framework into practice.

The PPL role will strategically challenge and mentor their peers with coaching strategies to create a culture of reflective teaching and best practices that lead to quality early childhood environments.

To meet this objective, the PPL will advocate for and implement components of the QA Program within each agency by:

- conducting informal evaluations using QA approved Program tools;
- engaging peers in dialogue about QA Program components;
- collaborating with peers and supervisor to establish program goals and action plans and motivating peers to implement action plans;
- engaging in professional development opportunities including participation in PPL meetings, independent study to develop personal skills and knowledge; and
- participating in community professional development opportunities.

ELIGIBLE EXPENSES

- Professional learning and development opportunities that align with the Child Care and Early Years Act, 2014 regulations and ministry policy (e.g., workshops, mentoring and coaching, networks that are delivered in-person, virtually, etc.);
- Program-related professional learning opportunities that align with the views and approaches outlined in *How Does Learning Happen? Ontario's Pedagogy for the Early Years*, promote

reflective practice and collaborative inquiry, and support the new regulatory requirements under the Child Care and Early Years Act, 2014 (e.g. post-diploma training programs);

- Establishment of professional learning communities of practice to support early years program staff; professional learning and development opportunities related to child care program business administration (e.g., budgeting, leadership, human resource management, policy development, board governance etc.);
- Professional learning and development opportunities related to the health, safety and well-being of children (e.g., nutrition, first aid, environmental health, communicable diseases, etc.);
- Release time and overtime to support staff in participating in professional learning and development opportunities; and/or
- Travel costs (in accordance with the OPS Travel Directive) to support attendance at professional learning and development opportunities (CMSM and DSSAB policies pertaining to travel and accommodation apply).

ROLES AND RESPONSIBILITIES

The **Service Provider** will support and promote professional learning and development opportunities by fully participating in programs and events funded by the DSSMSSAB and planned through Leadership and Quality Assurance members. This includes but is not limited to:

1. Professional Practice Leader meetings and initiatives
2. Mentorship and/or Recruitment and Retention strategies
3. Non-profit Board Training
4. Leadership and Business Administration Training
5. Program closures for child care educator professional learning
6. Post-secondary institution certificate courses, workshops

SCHEDULE “B-6”

SERVICE NAME: Special Purpose Funding

Play Based Materials & Equipment | Repairs & Maintenance | Transformation

OBJECTIVE

Special Purpose funding is issued to offset child care expenses that support the transformation and stabilization of the child care system to ensure that families have access to affordable, inclusive and accessible licensed child care that is compliant with licensing and health requirements and is built on the foundation of the How Does Learning Happen Pedagogy.

CONTINGENCIES

Service Providers are accountable for all funding received and are required to submit individual Reconciliation Reports in conjunction with all related receipts. It is the responsibility of the Service Provider to ensure purchases and/or installations of any equipment or materials meet Federal, Provincial, Municipal safety regulations, guidelines and/or licensing requirements.

Eligibility Criteria:

- a) Engage in the Quality Assurance program.
- b) Be inclusive of children with special needs.
- c) Reflect equality and respect within the racial, ethnic, cultural, linguistic, and family diversity of the program and broader community.
- d) Have sound business practices and be in good standing with respect to financial/contract reporting requirements as set out by DSSMSSAB.

Funding may be limited or unavailable during the period of this Agreement.

PRE-APPROVAL

All Repairs and Maintenance purchases require pre-approval as funding is issued on a claims basis. Play Based Materials and Equipment or Transformation funding for single purchase items in excess of \$5,000, requires pre-approval.

Requests will include the following:

Funding Type	Outline the details of needs or requirements:	Vendor and estimated completion date	Age Group	Amount
Play Based Materials and Equipment	Builds on the foundation of How Does Learning Happen.			
Repairs and Maintenance	Meets licensing and health and safety requirements.			
Transformation	Contributes to agency stabilization and modernization.			

1. FUNDING TYPES

1.1 Play Based Materials & Equipment Funding

The DSSMSSAB has developed an equitable approach to the allocation of Play Based Materials & Equipment funding. Through application of the General Operating framework, financial support is weighted by the total number of licensed spaces operated by Service Providers and available funding within a given year.

Funding is intended to help Service Providers create enriching environments both indoors and outdoors with open-ended materials that promote children's learning and development through exploration, play and inquiry consistent with the views, four foundations and pedagogical approaches of How Does Learning Happen? Ontario's Pedagogy for the Early Years.

Play Based Materials and Equipment funding may also be used to purchase high quality, durable supplies and equipment that supports the regular operation of the child care program (ie: kitchen supplies and/or supplies to support the learning environment while adhering to health and safety requirements).

Ineligible Materials:

- a) Consumable materials (ie: art paper, paint, glue)
 - utilize other funding streams, such as parent revenue, for this purpose
- b) Toys that limit imaginative play
 - action figures or dolls with pre-set accessories or movements
 - toys that talk, sing or dance
- c) Toys that are branded such as with a TV show or popular character

1.2 Repairs and Maintenance

Funding is intended to support child care operators not in compliance with licensing requirements or at risk of non-compliance under the *Child Care and Early Years Act, 2014*. Funding may cover one-time costs such as repair or replacement of major systems, play areas, or to maintain compliance with fire, building or health codes.

Requests that demonstrate the most critical and time sensitive needs are a priority followed by eligible requests, reviewed on a first-come, first-served basis, until funding is exhausted. Supporting documentation identifying the non-compliance along with quotes/estimates is required. Operators may be required to cost-share the expense when DSSMSSAB funding resources are constrained.

- ❖ Operators approved for this funding must ensure that on-site repairs and/or renovations are complete between January 1st and November 15th of the current calendar year. Funding reconciliation is required.

1.3 Transformation

Transformation Funding is available on a claims basis intended to cover one-time costs that facilitate child care transformation activities and/or require business transformation supports. Requests must clearly state how funding will support long-term program viability and demonstrate that a strategic planning process has occurred.

Business transformation activities are defined as, but not limited to the following:

- a) The amalgamation of two or more centres.
- b) The relocation of a child care centre to a school or within the community.
- c) The retrofitting of an existing child care centre to serve younger age groups.

Business transformation supports may include the following one-time expenses:


- a) Legal costs (available only to operators that are amalgamating).
- b) IT upgrades to facilitate internet connectivity for business purposes.
- c) Technology upgrades (administrative / financial software and training to support modernization).
- d) Website development / Marketing / Signage.
- e) Parent communication applications.
- f) Consultant services to assist with performance management, by-laws or policy development.

2. Funding Conditions

The Service Provider agrees to:

- a) submit supporting documentation for all Special Purpose funding received, in a DSSMSSAB approved format (the OCCMS system is now set for Special Purpose invoice submissions - see sample below);
- b) **label receipts/invoices** by site, age grouping and funding type:
Repairs & Maintenance | Play Based Materials & Equipment | Transformation;
- c) keep all supporting documentation (receipts, paid invoices, and proof of payment) for a minimum of seven years as verification may be requested at any time;
- d) request approval prior to procuring single item purchases over \$5,000;
- e) submit a spending plan by October of each year, with timelines for any remaining Special Purpose Funds; and
- f) recovery of funding not utilized in an approved manner or not expended within approved timelines.

The OCCMS system tracks utilization of Special Purpose Funding.
The Service Provider agrees to enter invoice information through this portal.



A large, empty rectangular box with a thin black border, intended for entering invoice information.

A second large, empty rectangular box with a thin black border, identical to the first one.



A third large, empty rectangular box with a thin black border, identical to the previous ones.

SCHEDULE “B-7”

Delivery of Inclusive Services

BACKGROUND

Funding for child care services will be negotiated with Service Providers who demonstrate a commitment to provide high quality, developmentally appropriate, inclusive, evidence based licensed Child Care and Early Years programs to children and families in the District of Sault Ste. Marie.

Under Ontario Regulation 138/15, a “child with special needs” means a child whose cognitive, physical, social, emotional or communicative needs, or whose needs relating to overall development, are of such a nature that additional supports are required for the child.

PRINCIPLES OF INCLUSIVE DELIVERY

1. **Inclusion:** All children are able to actively and meaningfully participate in licensed child care and early years programs and are supported to form authentic, caring relationships with their peers and educators (e.g., a class-wide approach which doesn’t separate or exclude children with individualized 1:1 treatment/actions).
2. **Capacity Building:** Research demonstrates that supporting educator capacity to increase their skills, knowledge and access to resources helps address the needs of all children in their programs and fosters effective inclusive practices.
3. **Integrated Supports:** Children and families benefit from the intentional efforts of educators who collaborate and make relevant, timely referrals and connections to other programs and services to support their needs.
4. **Foundational Conditions:** Ontario’s pedagogy for the early years (How Does Learning Happen?) articulates a strength-based view of children, families and educators supported by four foundations that are essential for all children to grow and flourish: Belonging, Well-Being, Engagement, and Expression.

SERVICE OVERVIEW

Special Needs Resourcing (SNR) funding is to be used to support the inclusion of children with special needs in licensed child care and approved Early Years settings at no additional cost to parents/guardians and to meet the requirements set out below.

1. Services and supports purchased through SNR funding are for children with special needs up to **13 years of age** primarily in licensed child care centres and regulated private-home day care or those in receipt of services before August 31, 2017, and allowed to continue until they turn 18, provided that they meet other eligibility criteria that are unrelated to age.
2. The Service Provider shall ensure that inclusive services are provided in accordance with the *Child Care and Early Years Act, 2014* and the Ministry of Education Management and Funding Guideline as well as any other requirements of the DSSMSSAB.
3. The Service Providers must comply with legislative and regulatory requirements for obtaining parental consent for service and information exchange for any purpose (e.g. referrals).

4. The Service Provider shall collaboratively create individual and program specific support/action plans to ensure inclusion and increase program capacity through regular consultation. This will be done using a combination of consultation as well as day to day mentoring through the use of Resource Consultants as the situation warrants.
5. The Service Provider will work with Resource Consultants to provide a wide range of services and supports for children with special needs and their families. These supports may include providing child care staff with program adaptation strategies, developing individual support plans, conducting developmental screens and supporting early intervention, providing referrals to and coordinating the services of community agencies, providing information and resources for parents and obtaining specialized equipment as required, and assessing individual programs for Enhanced Ratio Support eligibility.
6. The Service Provider will ensure that Parents/Guardians are an integral part of the team in the successful inclusion of their child and provide support in their roles as advocates for their children. Each child receiving ongoing SNR supports will have an individual support plan, developed in partnership with Thrive Child Development Centre (Thrive), the program, and the Parent/Guardian of the child that reflects an assessment of needs and preferences.
7. The Service Provider will work with Thrive to provide training to child care staff on inclusion principles and on child specific needs as required.

ENHANCED RATIO SUPPORT FUNDING TO SUPPORT LICENSED CHILD CARE

When faced with a situation where barriers to inclusion exist and temporary supports are required to meet the unique needs of the children participating in the program, funding to support enhanced staffing for the transition period may be available. Under the direction of Thrive Child Development Centre, and in collaboration with the Service Provider funding may be available to hire an additional educator to support a group of children within a centre. Thrive will complete a multi-needs index and a determination of services tool to identify the level of support recommended and determine eligibility for Enhanced Ration Support funding. Each request for funding is unique and will vary depending on the individual needs of the program.

With Enhanced Ratio Support funding, an additional educator is hired by the Service Provider to support a class-wide approach and the individual may not be a subject matter expert in special needs resourcing. The temporary support person is to interchange with the educators to work within all of the necessary classroom roles, and not intended to work solely with one child. It is the responsibility of all educators in the classroom to work alongside the resource consultant and implement the strategies to support the group. The additional educator may at times be required to cover ratio to complete the program expectations while one of the other educators is attending inclusion meetings or completing inclusion specific training as recommended by Thrive.

The two main priorities are:

1. To work as part of the team to support the whole program and not a specific child (the enhanced staff is not considered a part of ratio and is not to be solely responsible for a specific child).
2. Use a team approach to assist in supporting the implementation of goals/strategies/rewards or incentive programs, the resource consultant and program staff have previously agreed upon.

The Service Provider Agrees to use the invoicing format provided by Thrive Child Development Centre.

SCHEDULE “B-8”

SERVICE NAME: Child Care Fee Subsidy

SERVICE OBJECTIVE

Child Care Fee Subsidies enable families with children, who qualify, to access high quality, developmentally appropriate, inclusive, evidence based licensed Child Care and Early Years programs in the District of Sault Ste. Marie.

SERVICE OVERVIEW

A Fee Subsidy is financial assistance provided on behalf of parents/guardians towards the cost of child care services, home child care and extended-day programs, including non-instructional days. Receipt of Fee Subsidy funds is conditional upon all reporting and service delivery requirements being met.

REQUIREMENTS AND CONDITIONS

- a) The Service Provider shall operate a non-provisional licensed Child Care program or Home Child Care agency at each of their child care locations and provide a mix of full time and part time (part day/full day and/or part week/full week) child care spaces that meet the needs of the families enrolled.
- b) Fee Subsidy is conditional upon all reporting requirements remaining current. The Service Provider is subject to review and/or audit upon the DSSMSSAB’s request and must provide such information as deemed necessary by the DSSMSSAB.
- c) The Service Provider will be required to submit an annual budget submission to the DSSMSSAB.
- d) Receipt of Child Care Fee Subsidy is dependent on available funding, parental choice for qualifying families, space availability and the Service Providers willingness to actively participate in the DSSMSSAB Quality Assurance Program.
- e) The DSSMSSAB reserves the right to review and amend external and internal procedures and policies by which the Fee Subsidy Program is administered.
- f) Fee Subsidy is subject to the availability of subsidy funds within the budget of the DSSMSSAB. The DSSMSSAB may at any time alter the number of children eligible for subsidy within the District of Sault Ste. Marie child care system.
- g) The DSSMSSAB shall be entitled, upon notifying the eligible parent/guardian, to remove a Subsidized Child from any Child Care Centre at which the Service Provider provides services pursuant to the Agreement, at any time if, in the opinion of the Director of Early Years, the health and safety of the Subsidized Child would be at risk if they remained in the child care centre.
- h) Any amendments to market rates for child care must be submitted to the DSSMSSAB and accompanied by a signed motion from the Service Provider’s Board. Revisions to daily rates can be submitted for consideration or adjustment once per calendar year – with two months notice.

SERVICE DESCRIPTION

Eligibility

Service Providers are to adhere to the most current DSSMSSAB Policy Information Manual for Child Care Operators.

1. Families must complete an application for Fee Subsidy with the Case Manager for determination of eligibility.
 - a) In the event that the family is determined to have “available income” to contribute towards the cost of child care, the DSSMSSAB will advise the Service Provider of the parental contribution. The Service Provider is responsible for the collection of this amount from the family.
 - b) Any child care fees that are incurred by a family when deemed ineligible, will be the sole responsibility of the family and collection thereof will be the sole responsibility of the Service Provider.
 - c) The Service Provider shall not charge a surcharge, administrative fee or other levy to a family over and above the approved fees without prior written approval of the DSSMSSAB.
 - d) Once a family is eligible for subsidized care, they must continue to meet eligibility requirements. Case Managers have an ongoing review process in place and will inform the Service Provider of any relevant changes to the parental contribution or forthcoming withdrawals from service, if known.
2. **Attendance and Billing**
 - a) The Service Provider shall maintain an attendance register detailing attendance on a daily basis of each child. The attendance register shall contain sufficient data to ensure its validity for year-end reconciliation purposes.
 - b) The Service Provider must immediately notify the Case Manager of any changes to a child’s approved schedule by completion of the *Change of Information* form.
 - c) Under the Ontario Child Care Management System, (OCCMS) automated billing process, attendance reports are distributed/available to Service Providers on the first working day of the calendar month subsequent to the month in which the services were provided. The Service Provider is required to complete online monthly attendance records using OCCMS. Attendance is to be completed by the third business day of the month and subsidy payments will be completed through electronic transfer by the 10th business day. Should the Service Provider fail to submit attendance on time, subsidy payments will be delayed.
 - d) The Service Provider is required to complete and update the vacancy and operating capacity section on the Attendance Sheet on a monthly basis.

- e) The DSSMSSAB will issue funds monthly based upon receipt of attendance. Any adjustments will be processed within three months of the discrepancy coming to the attention of the DSSMSSAB. Should the Service Provider disagree with the fee subsidy allocation, notification is required within 10 business days of receipt of payment. The Case Manager will review discrepancy and notify the Service Provider of their decision. If additional payment is warranted, payment will be adjusted with the following months' attendance.
- f) The DSSMSSAB may in its sole discretion reduce proportionally the amount payable to the Service Provider where the absenteeism of a subsidized child exceeds the maximum number of approved paid days away.

3. Change / Termination of Subsidized Services

- a) For the purpose of this Agreement, enrollment shall be deemed to commence upon the first day of attendance of any Subsidized Child as identified by the DSSMSSAB and shall terminate upon the last day of attendance of same child provided that proper notice of withdrawal has been given.
- b) Where the Service Provider is aware of a forthcoming termination of subsidy, the DSSMSSAB shall be notified immediately using the *Change of Information* form.
- c) The Service Provider shall require the parent/guardian to provide ten (10) days written notice of withdrawal from services for a subsidized space. Where the attendance of the Subsidized Child was terminated without sufficient notice, the child shall be deemed enrolled up to a maximum of ten (10) days after his/her last day of attendance—provided the Service Provider does not fill the vacant space left by such child.

It is recommended that any policies and procedures related to enrollment/participation of children be implemented consistently with full fee paying and subsidized families.

4. Child Care for Ontario Works Participants

Child care fee subsidies are an important support for Ontario Works participants including LEAP participants and Ontario Disability Support Program (ODSP) recipients in approved employment assistance activities.

As outlined in provincial guidelines, the DSSMSSAB will, through a budgeted allocation, give priority to Ontario Works where possible. As a result, the DSSMSSAB may occasionally contact the Service Provider directly with a request to utilize a vacant space for this purpose.

SCHEDULE “B-9”

Pay Equity Memorandum of Settlement

BACKGROUND

The government reached a mediated Memorandum of Settlement (MOS) with five unions in the spring of 2003 regarding the funding for proxy pay equity. The Memorandum of Settlement covers the period between January 1, 1999 and December 31, 2005. Although the MOS has ended, existing pay equity base funding under the MOS will continue to be made available to Child Care Operators who were already in receipt of this funding.

OBJECTIVE

Support eligible organizations with the cost of implementing proxy pay equity. The Pay Equity Act requires employers to make annual adjustments of a minimum of 1 per cent of the previous year’s payroll toward proxy pay equity targets until pay equity has been achieved.

REQUIREMENTS AND CONDITIONS:

The Service Provider will use the Funds to meet their pay equity obligations and are required to:

- a) Have a proxy order from the Pay Equity Commission;
- b) Have posted pay equity plan(s) based on proxy comparisons;
- c) Have current and/or outstanding proxy obligations;
- d) Receive funding through the DSSMSSAB to provide child care

The Service Provider is required to provide a year-end reconciliation that shows the actual pay equity expenditures under the MOS. Pay equity funds may not be used for any other purpose.

Wage Enhancement funding may not be used to fund pay equity obligations that are not fully covered by Pay Equity Memorandum of Settlement funding or to cover any additional pay equity obligations.

SCHEDULE “B-10”

SERVICE NAME: Provincial Wage Enhancement Grant

SERVICE OBJECTIVES

The provincial wage enhancement grant (WEG) will help narrow the gap between RECE wages in the education sector and the licensed child care sector, help retain Registered Early Childhood Educators (RECEs), and support access to stable, high quality child care programs for children and families. This grant will also support licensed home child care agencies and strengthen the licensed home child care system.

The wage enhancement grant is a prerequisite to applying for workforce compensation funding for eligible RECE staff under the CWELCC system.

SERVICE OVERVIEW

The WEG supports a wage increase of up to \$2 per hour, plus 17.5% benefits to Registered Early Childhood Educators and other child care program staff working in licensed child care centres and licensed home child care.

WEG funding is available to eligible child care program staff, working in all licensed child care centres, whose positions can be counted toward adult to child ratios under the *Child Care and Early Years Act, 2014* (CCEYA) including:

- Registered Early Childhood Educators (RECEs);
- Program staff;
- Supervisors; and
- Home Visitors employed by licensed Home Child Care operators.

REQUIREMENTS AND CONDITIONS

1. It shall be within the DSSMSSAB’s sole discretion to determine whether the Service Provider meets the conditions and requirements for eligibility set out in this Agreement, as well as the amount of funding.
2. Eligibility criteria is used to determine entitlement (based on hours worked in prior year to determine payments in current year). For centres that open in the current year, an estimate number of hours worked is calculated. The Service Provider may run short of the Wage Enhancement Grant should staffing or hours exceed available funding.
3. To receive the full WEG, RECEs, Home Visitors and other child care program staff must be:
 - a) Employed in a licensed child care centre or agency;
 - b) Have an associated base wage (excluding WEG) of \$28.59 or less per hour (i.e. \$2 or more below the wage cap of \$30.59 in 2024); and
 - c) Be in a position categorized as a child care supervisor, RECE, home child care visitor, or can be otherwise counted toward adult to child ratios under the *Child Care and Early Years Act, 2014*.

Supplementary program staff positions that are in place to maintain lower adult-child ratios than required under the *Child Care and Early Years Act, 2014* may also be eligible for WEG funding.

4. Partial Wage Enhancement

To receive a partial WEG Grant (less than \$2.00 per hour and 17.5% benefits), program staff must:

- a) Be employed in a licensed child care centre or home child care agency;
- b) Have an associated wage between the Ministry of Education threshold and the maximum \$2 per hour increase (excluding the previous year's WEG); and
- c) Be categorized as a child care supervisor, RECE, home child care visitor, or can be otherwise counted toward adult to child ratios under the *Child Care and Early Years Act, 2014*.

Supplementary program staff positions that are in place to maintain lower adult-child ratios than required under the *Child Care and Early Years Act, 2014* may also be eligible for partial WEG.

5. Ineligible Positions (Non-Program Staff)

- a) Cook, administrative, custodial and other non-program staff positions are not eligible for WEG funding.
- b) Special Needs Resource funded resource teachers/consultants and supplemental staff are not eligible for WEG.
- c) The only exception to this provision is if at least 25% of the non-program staff position is used to support ratio requirements, in which case the staff may be eligible for partial WEG funding equal to the proportion of their time used to support ratio requirements.
- d) Staff hired through a third party (i.e. temp agency).

6. Home Child Care Enhancement Grant (HCCEG) - Home Child Care Providers

To be eligible to receive the *full* HCCEG of \$20 per day, home child care providers must:

- a) Hold a contract with a licensed home child care agency;
- b) Provide services to one child or more (including privately placed children; excluding the provider's own children);
- c) Provide full time services on average (6 hours or more a day); and
- d) Receive base daily fees, excluding prior year's HCCEG, of \$285.90 or less (i.e. \$20 below the cap of \$305.90 in 2024).

To be eligible to receive the *partial* HCCEG of \$10 per day, home child care providers must:

- a) Hold a contract with a licensed home child care agency;
- b) Provide services to one child or more (including privately placed children; excluding providers own children);
- c) Provide part time services on average (less than 6 hours a day); and
- d) Receive base daily fees, excluding prior year's HCCEG of \$1173.54 or less. (i.e.\$10 below the cap of \$183.54 in 2024).

Please note: Information on privately placed children must be considered when determining eligibility and payments for the HCCEG.

7. Supplemental Grant

The supplemental grant must be used to support staff, home visitors' and providers' hourly/daily wage or benefits. This grant of \$150.00 per funded FTE centre-based staff and \$50 for each eligible home child care provider allows licensees some flexibility to provide and implement wage enhancement in a way that aligns with their regular operations.

The Service Provider must ensure that the supplemental grant is used to support staff, home visitors and home providers' hourly/daily wage or benefits. This includes the flexibility to cover salary shortfalls (due to increased hours in program or new staff) and additional benefits, (e.g. vacation days, sick days, PD days and/or other benefits) once mandatory benefits are covered. Any funding that is not used for these purposes will be recovered.

Please note: the salary increase cannot exceed \$2 per hour in program and the wage cap established by the Ministry of Education. Licensees may exceed 17.5 per cent for benefits if the supplemental grant is used to support additional benefit expenses.

8. Benefits

- a) The benefit amount calculated in the application is based on 17.5% of the salary component and includes mandatory benefits, 9 statutory holidays and up to two weeks' vacation pay. The employer may have a benefit surplus if they are exempt from EHT or WSIB.
- b) Agencies may use residual benefit funding to support wage enhancement salaries. Please note this is one-way funding flexibility only, which means salary funding cannot be used for benefits.
- c) Supplemental grant provides flexibility to cover additional benefits, (e.g. vacation days, sick days, PD days and/or other benefits) once mandatory benefits are covered.

9. Administrative Expenses

- a) One-time administrative funding may be provided to eligible operators to cover administrative effort associated with the implementing of WEG.
- b) To be eligible, the Service Provider must demonstrate limited administrative resources to complete application, develop internal payment processes or to track data and expenditures.
- c) Administrative grants are not guaranteed and are subject to available funding.

APPLICATION & RECONCILIATION

- a) The Service Provider is required to submit an application for WEG funding (by site) on the DSSMSSAB approved application form by December 1st of the prior year.
- b) Within 30 days of the end of the calendar year to which the WEG funding applies, the Service Provider shall provide a completed reconciliation form which shall confirm the amount of WEG funding used by the Service Provider in accordance with the terms and conditions set within this Schedule.

- c) In the event that the Service Provider has not used all of the WEG funding, the Service Provider shall remit a cheque payable to the “District of Sault Ste. Marie Social Service Administration Board” in the amount of the surplus funding along with the completed reconciliation form.

RESTRICTIONS

WEG funding is a Ministry of Education enveloped allocation and the Service Provider is required to use the funding only for the intended purpose.

The Service Provider will:

- a) Pay the WEG funding to eligible staff as part of their standard wage rate (for example, biweekly payroll);
- b) Issue lump sum disbursements only when processing DSSMSSAB retroactive payments.
- c) Give the WEG funding solely to eligible staff to increase wages; and
- d) Immediately return to the DSSMSSAB upon reconciliation, any WEG funding that cannot be used within the calendar year and in accordance with the conditions outlined within this Schedule.

The Service Provider will not:

- a) Substitute payments previously provided to staff with WEG funds;
- b) Exceed an hourly wage increase of \$2.00 plus 17.5 percent mandatory benefit using WEG funding;
- c) Use WEG on any other child care program expenses;
- d) Use the WEG Grant to support child care centre expansion or to reduce fees; or
- e) Issue WEG funding to staff not hired to work in a capacity that directly covers child care ratios. (The Supervisor, as listed on the license, is entitled to the WEG Grant for all hours worked.)

ACCOUNTABILITY AND REPORTING

The DSSMSSAB is required to submit reports to the Ministry of Education to support accountability and inform future policy and implementation decisions.

As related to the receipt and allocation of WEG funding, the Service Provider is required to:

- a) Clearly indicate on staff pay cheques the portion of funding that is being provided through the Wage Enhancement Grant labelled as **PCCWE “Provincial Child Care Wage Enhancement”**;
- b) As and when requested, submit to the DSSMSSAB a statement signed by a designated Signing Officer which attests that 100% of the WEG Grant funding was provided directly to eligible child care staff for wages and benefits as per this Agreement and that no portion of the WEG Grant funding was used for any other purpose; and
- c) Participate in any reconciliation process put in place by the DSSMSSAB which is subject to audit by the DSSMSSAB.

As and when requested by the DSSMSSAB, the Service Provider shall report the following service data and financial information:

- Number of Registered Early Childhood Educators Full Time Equivalents (FTEs) receiving a full WEG;
- Number of Supervisor FTEs receiving a full WEG;
- Number of other program FTEs receiving a full WEG;
- Number of Registered Early Childhood Educators FTEs receiving a partial WEG;
 - Number of Supervisor FTEs receiving a partial WEG;
 - Number of other program FTEs receiving a partial WEG;
 - Number of Home Visitor FTEs receiving a full WEG;
 - Number of Home Visitor FTEs receiving a partial WEG;
 - Number of licensed child care programs receiving WEG
 - Total WEG funding paid to fully eligible positions, separated into wages and benefits; and
 - Total WEG funding paid to partially eligible positions, separated into wages and benefits.

At its sole discretion, the DSSMSSAB may request additional service data and financial information of the Service Provider, and the Service Provider is required to report the requested information. Non-compliant operators may be deemed ineligible to receive future WEG funding.

In the event that the DSSMSSAB determines that the Service Provider has failed to meet the funding conditions outlined in the Agreement for the provision of wage enhancement/HCCEG funding, the DSSMSSAB must recover all misused funds. Additionally, non-compliant Service Providers may be deemed ineligible to receive future wage enhancement funding.

SCHEDULE 'B-11'

SERVICE NAME: Child Care General Operating Grant

SERVICE OBJECTIVE

The General Operating Grant supports the cost of operating licensed child care programs, including home child care, reduces fees for services, stabilizes service levels, and where funds allow, improves access to high quality developmentally appropriate, inclusive, evidence based licensed Child Care and Early Years programs in the District of Sault Ste. Marie.

SERVICE OVERVIEW

General Operating Grants are provided to Not-for-Profit Service Providers who demonstrate a commitment to provide high quality, licensed Child Care and Early Years programs to children and families. Receipt of the General Operating grant is conditional upon all reporting and service delivery requirements being met and is allocated based on occupancy rates.

REQUIREMENTS AND CONDITIONS

- i) The Service Provider shall operate a non-provisional licensed Child Care program or Home Child Care agency at each of their child care locations and provide a mix of full time and part time (part day/full day and/or part week/full week) child care spaces to meet the needs of the families enrolled.
- j) The General Operating Grant is conditional upon all reporting requirements remaining current. The Service Provider is subject to review and/or audit upon the DSSMSSAB's request and must provide such information as deemed necessary by the DSSMSSAB.
- k) The Service Provider will be required to submit an annual budget submission to the DSSMSSAB.
- l) To qualify for this funding, the Service Provider must demonstrate that they meet the minimum wage and mandatory benefits requirement, without utilizing General Operating funds.
- m) Upon written approval of the DSSMSSAB Early Years Director, General Operating funding may be used for ongoing costs including: staff wages and benefits, lease and occupancy costs, utilities, administration, transportation for children, resources, nutrition, supplies, maintenance, etc.
- n) Service Providers are to use the operating funding allocations to support a stable ongoing operating and wage base, rather than allocating as lump sums or bonuses.
- o) General Operating funding will be managed by the Service Provider as "site specific" for centre based programs with more than one site. The closure of a site does not permit the General Operating funding to be re-distributed to another site/location.
- p) Service providers **must** immediately report to the DSSMSSAB, any significant reduction in service levels and/or staffing, that is not of a temporary nature. Permanent reduction of staffing and/or service levels will result in a proportional recalculation of the amount of operating funding approved by the DSSMSSAB.

The DSSMSSAB will reconcile use of funds annually and any identified surplus must be returned to the DSSMSSAB or deducted from future allocations. The DSSMSSAB reserves the right to approve any identified surplus for specific purposes. In the event of a service closure, funds will be prorated and surplus funds are to be refunded to the DSSMSSAB.

INADMISSIBLE EXPENSES

The following expenses are considered inadmissible:

- a) Bonuses (including retiring bonuses), gifts and honoraria paid to staff are inadmissible expenses except for in the case that they are provided as a retroactive wage increase that will be maintained the following year;
- b) Debt costs including principal and interest payments related to capital loans, mortgage financing, and operating loans;
- c) Non-arm's length transactions not transacted at fair market value.
- d) Fees paid on behalf of staff for membership in professional organizations such as the College of Early Childhood Educators are inadmissible expenditures; and,
- e) Any other expenditure not listed within Requirements and Conditions.

The Service Provider agrees to abide by policies and procedures as outlined in the Business Practice Guidelines for Child Care Service Operators.

Schedule “B-12”

PROGRAM NAME: Canada Wide Early Learning Child Care (CWELCC)

BACKGROUND

The Government of Canada has identified child care as a national priority to enhance early learning and childhood development, support workforce participation and contribute to economic recovery. On March 28, 2022, a \$13.2 billion agreement was reached between the Federal and Provincial governments for a national child care program to support families in Ontario.

By 2025-26, Ontario will have average licensed child care fees of \$10/day for existing programs for children 0-5 years of age and families will have access to high quality, and inclusive licensed child care. The plan contains 5 pillars: improving affordability, enhancing quality via a strong, qualified workforce, increasing access through the creation of new spaces, supporting inclusion, and responsive data and reporting.

The DSSMSSAB is responsible for the implementation of this new plan for Child Care called the Canada Wide Early Learning and Child Care program (CWELCC) at the local level and for doing so within the authority of the *Child Care and Early Years Act, 2014* and the DSSMSSAB Guidance Document.

SERVICE OBJECTIVE

The District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) is committed to ensuring that the CWELCC System is planned and implemented in accordance with the Ministry of Education Agreement, Policies and Guidelines through a process that is fair, accountable and transparent.

The Ministry of Education is taking a phased approach to implementing the CWELCC System, with a focus on the immediate objectives of affordability for families and system stability, before moving on to addressing the objectives of increasing accessibility and inclusion over the longer term.

It is understood that this schedule in no way supersedes any understanding found in the general conditions of the service agreement.

INITIAL PARTICIPATION CRITERIA

New regulations and changes to the licensing process took effect December 31, 2022 and apply to applicants seeking new licenses. Child care operators who obtain a new license must set their base fees at or below the regional maximum as set out by age group pursuant to O.Reg137/15 of the CCEYA. Regional maximum fees would also apply to any new age groups that a licensee begins operating after March 27, 2022 (e.g., apply to revise license to add an infant room), or where a Service Provider begins operating an age group after March 27, 2022 that the licensee had not operated for at least two years (e.g., a licensee wishes to use an alternate capacity that has not been used recently or re-open a room that was closed during the pandemic).

Regional maximum base fees apply until one of the two conditions is met:

- 1) the licensee provides notification to the CMSM/DSSAB that the licensee is not participating in CWELCC, or

2) the licensee receives notice from the CMSM/DSSAB that its application for CWELCC has been accepted in which case the base fees must be reduced.

The Service Provider further agrees that the CWELCC Guidance Document is adhered to and has confirmed that the following criteria have been met:

- a) Submission of Audited Financial Statements and other requested information related to operations, which demonstrate to the DSSMSSAB that agency is sustainable and financially viable.
- b) Operations are in accordance with the Child Care and Early Years Act, 2014 (CCEYA), its regulations, the CWELCC Guidance Document and the fully executed Purchase of Service Agreement.
- c) Licensed spaces for children ages 0 – 5 years (pre-CWELCC System announcement on March 28, 2022) are maintained and spaces have NOT been changed to a different age grouping. (e.g., converting infant spaces to toddler, or infant spaces to kindergarten) in 2022.
- d) CWELCC System enrolment status was initially communicated to all parents and staff, in writing, and within 14 days of being notified by the DSSMSSAB of the results of the CWELCC application.
- e) Completion of the annual Licensed Child Care Operations Survey, as required under section 77 of O. Reg. 137/15.
- f) Reduction and refund of base fees in accordance with O. Reg.137/15.
- g) Retention of an electronic or hard copy of the purchase of service agreement at the child care centre or home child care agency, available for ministry inspection.
- h) Maintain a license in good standing with, and not in contravention of, the CCEYA.

FUNDING TERMS AND CONDITION

Funding allocations to the Service Provider will be determined at the discretion of the DSSMSSAB based on actual costs. As such, the Service Provider agrees to:

- a) use CWELCC Funds to support CWELCC System objectives in accordance with this amendment, applicable legislation and regulations and applicable guideline requirements;
- b) return CWELCC System Funds to the DSSMSSAB where funds are not used in accordance with the requirements established by the DSSMSSAB;
- c) provide sufficient and detailed financial or other information related to child care operations as required by the DSSMSSAB for review;

- d) submit information for eligibility of base/non-base fees which will be subject to review as part of the DSSMSSAB funding and reconciliation process;
- e) accrue funds allocated for a specific year but paid out after December 31 of the following year and work with auditors to ensure payments are captured in the correct year in audited financial statements; and
- f) submit (within stated timelines) all data requests and reports related to CWELCC funding.

FUNDING ACCOUNTABILITY AND CONSIDERATIONS

CWELCC funding amounts to Service Providers will be determined in accordance with current and/or future ministry guidelines, DSSMSSAB guidelines and funding allocations received during the course of this agreement and are at the discretion of the DSSMSSAB. The DSSMSSAB Guidance Document will be revised if/when such changes occur.

To support fee reductions in child care for eligible children, CWELCC funding is provided by the DSSMSSAB to Service Providers to support the cost associated with the mandated reduction in a Service Provider's base rate.

- a) The DSSMSSAB will issue the 52.75% CWELCC funding for eligible children, up to the rate charged on March 27, 2022, if the March 27, 2022 rate is determined to contain eligible costs only (base fees). If it is determined that non-eligible charges are included (non-base fees) the amount of CWELCC issued for daily care will be reduced to exclude the ineligible charges. New licensed programs will be issued 52.75% of the regional maximum as approved by the DSSMSSAB.
 - New Service Providers will issue retroactive refunds of 47.25% of the DSSMSSAB approved regional base rate to parents and, moving forward, continue to only charge parents of eligible children 47.25% of this established base rate. DSSMSSAB will issue funding retroactive to the Service Provider's Participation Date in the CWELCC System.
 - Full fee paying families are required to pay a minimum of \$12.00/day for qualifying CWELCC children. This minimum fee does not apply to children who are not eligible (i.e., school age children over 6 years).
 - To ensure an equivalent fee reduction is applied to families receiving child care fee subsidy (who do not pay the full cost of a licensed space), the DSSMSSAB will reduce the parent contribution for eligible children by 52.75% (with no floor of \$12 for families receiving subsidy).
- b) To ensure consistent financial management practices across all Service Providers and that adequate funding is available for fee reduction and workforce compensation as Service Providers enroll in the program, the DSSMSSAB will not provide funding to reduce base fees for eligible children in excess of what is required to meet the CWELCC initiative.

- c) Non-base fees are not eligible for CWELCC funding and are not subject to the parameters set out; however, they must meet the definition of non-base fee set out in O. Reg. 137/15. Non-Base Fees charged by the Service Provider to parents for things that are not included in the Base Fee, as well as their associated costs, will be omitted by DSSMSSAB when determining the funding amounts to be flowed to enrolled Service Providers (for example: fees for picking up a child late).

NOTE: Anything that a parent is required to pay (i.e., mandatory fees) must be included as part of the base fee.

- d) The DSSMSSAB will endeavor to ensure that funding provided to Service Providers supports inflationary costs associated with base fees for a Service Provider's child care operations for eligible children in accordance with Ministry Guidelines and subject to confirmed funding availability.

DSSMSSAB FUNDING DETERMINATIONS

To determine eligibility and reasonability of revenues, costs and expenses based on CWELCC System funding requirements, and to adjust or deny funding provided based on review; the DSSMSSAB maintains the right to:

- a) Confirm that the Service Provider did not charge fees for eligible children higher than the fees at which it was capped after March 27, 2022 (or the DSSMSSAB capped regional rate in accordance with O.Reg. 236/22 Table 1).
- b) Determine if a Service Provider's child care operations is sustainable and financially viable. The DSSMSSAB has the discretion to define sustainable and financially viable.
- c) Verify that increases to base and non-base fees for the care of eligible children were permitted in accordance with O. Reg. 137/15, (e.g., a fee increase was communicated to families/parents prior to March 27, 2022).
- d) Verify that the Service Provider is maintaining the spaces for eligible children for whom they are receiving funding to reduce base fees (e.g., a licensed infant space must remain an infant space) and recover funding from the Service Provider should said spaces not be maintained.
- e) Require that the Service Provider report to the DSSMSSAB any revisions to capacity or use of alternate capacity for child care spaces currently licensed for ages 0-5.
- f) Require that the Service Provider does not close for more than 2 consecutive weeks and does not close for more than 4 weeks within a calendar year while the Service Provider is receiving full funding from the CWELCC System. Base fees cannot be charged for any closure beyond these timelines.
- g) Recover excess funding, or funding not used for its intended purpose. The DSSMSSAB has the right to withhold funding, reject the expense, recover funding already paid, or only provide funding for the expenditures the DSSMSSAB deems to be fairly charged.

FEE REDUCTION

Fee reduction funds are to be used by the Service Provider to support parents and families by directly reducing base fees for eligible children. The Child Care and Early Year's Act, 2014 (CCEYA) sets out the rules regarding what participating child care operators will be permitted to charge parents as part of their base fee.

As such, the Service Provider agrees to the following terms and conditions.

- a) Base fees will be reviewed and must be determined in accordance with the requirements set out in O. Reg. 137/15 under the CCEYA.
- b) Base fees will be reduced for eligible children only.
- c) In addition to the 25% reduction, refunds will be issued to parents where the rate charged on March 27, 2022 was higher than the base rate determined by the DSSMSSAB for an eligible child. This applies both retroactively to the Service Providers CWELCC System enrolment date and for any period after the enrolment date where a higher rate was paid.
- d) Licensed home child care agencies participating in the CWELCC System are responsible for ensuring that Home Child Care providers charge parents of eligible children a base fee determined in accordance with O. Reg. 137/15. This applies to children who are agency placed and those children who are privately placed in the provider's care. The DSSMSSAB may request documentation from the Service Provider to confirm Home Child Care operator compliance.
- e) 20 days after the Service Provider is notified by the DSSMSSAB of their enrolment date, the Service Provider must begin charging the reduced base fee determined by the DSSMSSAB for an eligible child.
- f) 20 days after the Service Provider received a copy of the executed Amendment and is in receipt of CWELCC funding, the Service Provider is required to issue refunds to parents for:
 - any fees paid that were higher than the reduced base fee;
 - higher base fees that were prepaid for a period after the enrolment date; and
 - parental contributions to families in receipt of fee subsidy for the applicable period.
- g) The Service Provider is required to set base fees in accordance with O. Reg/137/15. The Service Provider will work with the DSSMSSAB to ensure that non-base fees as defined in O. Reg. 137/15 are not included in the base fee.
- h) The Service Provider is required to maintain the reduced base fees until they are either required to reduce them again, or they are no longer participating in the CWELCC System.
- i) In the case where the Service Provider transfers shares of the corporation the child care operator continues to be bound by the requirements in O. Reg. 137/15 relating to base fees and non-base fees. In the case where the Service Provider sells all of its assets and ceases to

be licensed, the purchasing corporation must apply for a license under the CCEYA and may submit an application to enroll in the CWELCC System, in which case the base fee and non-base fee rules in O. Reg. 137/15 apply to the new applicant.

- j) The DSSMSSAB has the right to verify the timeliness and accuracy of refunds and fee reductions made by the Service Provider.
- k) Where the Service Provider offers programming for eligible children and children who are not eligible, and has shared costs, audited financial statements and financial information provided by the Service Provider will be used to determine the actual cost of child care for eligible children which can be supported with CWELCC System funding. The DSSMSSAB has the discretion to determine an appropriate methodology that proportionately allocates shared programming expenses.
- l) The Service Provider must submit (within stated timelines) all data requests and reports related to fee reduction payments as set out in this amendment and the Guidance Document.

WORKFORCE COMPENSATION

NOTE: For child Service Providers with programs serving any eligible child, the Service Provider must be a participant in the CWELCC System to access workforce compensation.

Workforce compensation funding is focused on supporting Registered Early Childhood Educator (RECE) staff who are low wage earners. Increased compensation for low wage earners will help support the recruitment and retention of RECEs working in the child care sector as part of the provincial strategy to achieve system growth and ensure increased access to high quality licensed child care.

Funding to meet the wage floor and annual wage increase for eligible RECE staff will be provided to the Service Provider to offset approved wage compensation increases.

Non-RECE staff associated with the increased minimum wage that came into effect October 1, 2023 may also be eligible for funding. (See Minimum Wage Offset)

Workforce compensation funding includes up to 17.5 % in benefits to support the Service Provider in meeting statutory benefit requirements. Once all statutory benefit requirements are met (including up to 2 weeks of vacation and 9 statutory days), any remaining funding within 17.5% can be used to fund other benefit expenses paid by the employer on behalf of the employee.

The Service Provider will submit required staffing information to determine workforce compensation. Additional information may be requested in the future to monitor compliance to the wage floor, annual wage increase and wage cap/ceiling requirements.

As such, the Service Provider agrees to:

- a) Apply for the Wage Enhancement Grant and include this grant allocation prior to increasing salaries to the annual cap with workforce compensation funding.

- b) Bring the wage of all eligible RECE staff up to the wage floor plus benefits as identified in the CWELCC Guidance Document.
- c) Increase the hourly wage plus benefits of all eligible RECE staff annually as described in the CWELCC Guidance Document.
- d) Issue workforce compensation funding to eligible RECE staff employed by the Service Provider (participating in the CWELCC System) regardless of the age of the children they are supporting (e.g., not limited to staff supporting children under the age of 6).

3.1 ADDITIONAL LIMITATIONS

- a) Once notified by the DSSMSSAB of approval to participate in the CWELCC and upon receipt of the funds, the Service Provider will issue retroactive payments to eligible RECE staff who were paid wages lower than the wage floor as of the Service Provider's participation date in the CWELCC System.
- b) The Service Provider will ensure any retroactive payments related to wage floor requirements are paid to eligible staff on or before 61 calendar days after the service agreement with DSSMSSAB is signed (the enrolment date).
- c) The Service Provider will be expected to implement the wage floor and annual wage increase on a go forward basis.
- d) The Service Provider is permitted to continue to pay eligible RECE staff below the wage floor for thirty-one calendar days after the DSSMSSAB provides notice of enrolment in the CWELCC System. After 31 days, the Service Provider will be required to pay eligible RECE staff at least the wage floor. The Service Provider will then be given one additional month (for a total of 61 days) to provide eligible RECE staff with a retroactive payment for any wages that were below the wage floor.
- e) The Service Provider is not permitted to use workforce compensation funding to provide compensation to eligible RECE staff over and above what is mandated based on the requirements as set out in the Guidance Document.
- f) Workforce compensation funding must be considered in addition to and not reduce other planned compensation increases for eligible staff. For example, the wage floor and annual wage increase cannot be used to reduce planned merit increases for eligible staff.
- g) The Service Provider must include workforce compensation payments in each pay cheque or payment made to eligible RECE staff (not paid out at the end of the year as a lump sum payment).
- h) Upon receiving confirmation of enrolment in the CWELCC System from the DSSMSSAB, and as new eligible RECE staff are hired, the Service Provider is required to share, in writing, information about the wage floor and annual wage increase with eligible RECE staff.

- i) The Service Provider must submit (within stated timelines) all data requests and reports required by the DSSMSSAB to ensure that wage floor and annual wage increase requirements are being met.

ANNUAL INCREASE (Wage Floor and Ceiling)

The Service Provider is required to increase the hourly wage of eligible staff by \$1/hour, plus benefits on January 1 of each year, compounded from the previous year, from 2023 to 2026.

To receive the CWELCC annual wage increases, eligible staff must be receiving Wage Enhancement Funding (WEG), and their hourly wage including WEG on December 31, 2023 must be below the wage cap of \$25 per hour. Benefits should not be included when determining the base wage.

Wage Floor	2022	2023	2024	2025	2026
RECE Program Staff	\$18	\$19	\$20	\$21	\$22
RECE Child Care Supervisors or RECE Home Child Care Visitors	\$20	\$21	\$22	\$23	\$24

To determine annual wage and wage floor increase eligibility, follow this order of operations:

1. Base wage by employer (includes any employer-based wage improvements such as obligations from collective agreements and minimum wage increases),
2. WEG (\$2 per hour, up to a maximum of \$30.59 per hour as per the Early Years and Child Care guideline),
3. CWELCC annual wage increases of \$1 per hour, compounded year over year, up to \$25 per hour,
4. CWELCC incremental wage floor increase, if applicable.

INELIGIBLE POSITIONS

The wage floor and annual increase does not apply to non-RECE program staff and non-program staff such as:

- Cook, custodial and other non-program staff positions
- SNR-funded resource teachers/consultants and supplemental staff
- Staff hired through a third part (i.e., temp agency)

The only exception to the non-program staff noted above is if the child care staff member is an RECE and the position spends at least 25 per cent of their time to support ratio requirements as outlined in

the CCEYA, in which case the staff would be eligible for the wage floor and annual wage increase for the hours that they are supporting the ratio requirements.

Qualified staff, child care supervisors, or home child care visitors that are director approved to be employed in these positions, but do not have an RECE designation, are not eligible for the wage floor or annual wage increase supported by workforce compensation funding.

BENEFITS FUNDING AND FLEXIBILITY

Workforce compensation funding includes up to 17.5% in benefits to meet statutory requirements. Once all statutory benefit requirements are met, any remaining funding within 17.5% can be used to fund other benefit expenses paid by the employer on behalf of the employee.

MINIMUM WAGE OFFSET

Where the Service Provider is participating in the CWELCC System and eligibility is met, Minimum Wage Offset funding will be issued to non-RECE program staff, supervisors or home care visitors who were earning less than \$16.55 per hour (not including Wage Enhancement) on October 1, 2023. Positions created after October 1, 2023 are not eligible for the minimum wage offset.

The minimum wage offset will not apply to non-program staff such as:

- Cook, custodial and other non-program staff positions
- SNR-funded resource teachers/consultants and supplemental staff
- Staff hired through a third party (i.e., temp agency)

The only exception to the non-program staff noted above is if the child care staff member is an RECE and the position spends at least 25 per cent of their time to support ratio requirements as outlined in the CCEYA, in which case the staff would be eligible for the minimum wage increase for the hours that they are supporting the ratio requirements.

Similar to workforce compensation funding, minimum wage offset funding includes up to 17.5% in benefits to support meeting statutory benefit requirements.

The Service Provider must submit (within stated timelines) all data requests and reports required by the DSSMSSAB to ensure minimum wage offset requirements are being met.

FINANCIAL REPORTING

1. As part of the DSSMSSAB financial review process at year end, the Service Provider is required to submit detailed financial information and audited financial statements to the DSSMSSAB to verify that the funding provided was used for the purpose(s) intended.

As such, the Service Provider will:

- a) Prepare and submit financial reports, audited financial statements and other information in accordance with the DSSMSSAB's reporting requirements and timelines.
- b) Reconcile all CWELCC System funding annually according to the reporting and reconciliation documentation required by the DSSMSSAB and the Ministry.

- c) Follow up with the DSSMSSAB on any requests related to CWELCC System expenditures reported in order to determine reasonability of variances and/or eligibility of expenditures.
 - d) Agree to progressive corrective actions taken by the DSSMSSAB should the Service Provider not comply with reporting requirements.
 - e) Agree to any adjustments and recoveries of funding as determined by and at the discretion of the DSSMSSAB based on the DSSMSSAB's reconciliation process.
2. The DSSMSSAB is required to undertake audits on a sample of Service Providers in receipt of CWELCC System funding on an annual basis to confirm that CWELCC System funding has been used for its intended purpose.

As such, the Service Provider:

- a) Must maintain complete financial and service records of accounts of expenditures related to the CWELCC System, for each site where CWELCC System funding is being provided, for at least 7 years.
- b) Cannot dispose of any records related to the services provided under the CWELCC System without prior consent from the DSSMSSAB, even when the Service Provider is no longer operating.
- c) Must permit the DSSMSSAB to audit financial and service records related to the CWELCC System at any reasonable time.
- d) Must ensure its staff are available for consultation by the DSSMSSAB as required.

ANNUAL FINANCIAL AUDIT

The Service Provider will submit to the DSSMSSAB audited financial statements prepared by a licensed public accountant and a Management Letter (issued by the external auditor) within four months of the Service Provider's year-end.

- a) The audited financial statements shall disclose separately, either on the face of the statement of operations or in the notes to the financial statements, the categories of funding received from the DSSMSSAB during the period.
- b) The Service Provider will ensure that the annual audited financial statements clearly provide a reconciled, unaudited separate schedule for each category of funding received by the DSSMSSAB and how this funding has been expended throughout the year.
- c) The audited financial statements shall disclose as a note, information related to reserves and/or accumulated surplus and/or retained earnings for each Service Provider provided by the Service Provider.
- d) The Service Provider will accrue funds allocated for a specific year but paid out after December 31 of the following year and work with auditors to ensure payments are captured in the correct year in audited financial statements.

WITHHOLDING AND RECOVERY OF PAYMENT

The DSSMSSAB maintains the right to withhold payment or to reduce funding issued to the Service Provider when obligations relating to the use of CWELCC System funds or other related DSSMSSAB funding requirements are not met.

The right to withhold or recover funding includes, but is not limited to, the following:

- a) Funding spent on expenditures unrelated to the objectives of CWELCC.
- b) The Service Provider has not met deadlines relating to request for information, documentation and reporting.
- c) The Service Provider is not meeting the requirements under the CWELCC System, applicable guidelines, or any other specific deadlines noted by the DSSMSSAB.
- d) CWELCC System funds are not used in accordance with requirements and applicable guidelines provided by the DSSMSSAB to the Service Provider.
- e) The Service Provider did not complete their annual Licensed Child Care Operations Survey, as per O.Reg.137/15 (77).

OTHER REPORTING REQUIREMENTS

For each CWELCC System funding initiative the Service Provider will report on service data and expenditures supported by CWELCC System funding. This is separate from any service data and expenditure requirements associated with other provincial funding provided.

Fee Reduction:

- Number of children served through fee reductions by age group (exclude fee subsidy).
- Number of licensed child care spaces supported with fee reduction (by age group), including licensed spaces occupied by children receiving subsidies.
- Number of child care centres and home providers supported with Fee Reduction.
- Number of children who have received refunds.

Workforce Funding:

- Total number of RECE program staff, total number of RECE supervisors and total number of RECE home child care visitors supported by the wage floor (2022).
- Total number of RECE program staff, total number of RECE supervisors and total number of RECE home child care visitors supported by the annual wage increase (starting 2023).
- Actual total expenditure on the wage floor paid out to RECE program staff, RECE supervisors, and RECE home child care visitors. Each staff category reported separately.
- Actual total expenditure on the annual wage increase (starting 2023) paid out to RECE program staff, RECE supervisors, and RECE home child care visitors. Each staff category reported separately.
- Actual total expenditure on benefits paid out to RECE program staff, RECE supervisors, and RECE home child care visitors. Each staff category reported separately.
- Number of child care sites supported by the wage floor and/or wage increase.

Minimum Wage Offset:

- Total number of non-RECE program staff, total number of non-RECE supervisors and total number of non-RECE home child care visitors supported by the minimum wage offset.
- Actual total expenditure on the minimum wage offset paid out to non-RECE program staff, non-RECE supervisors, and non-RECE home child care visitors. Each staff category is reported separately.
- Benefits paid out to child care operators for non-RECE program staff, non-RECE supervisors, and non-RECE home child care visitors. Each staff category is reported separately.
- Number of child care sites supported by the minimum wage offset.
- Number of home child care agencies receiving funding for minimum wage offset.

APPEALS

The Service Provider may submit a written request for the DSSMSSAB to review any application or funding decision regarding CWELCC System eligibility. To ensure adequate and appropriate follow-up, appeals should be submitted directly to the Early Years Program Manager.

Please include:

- a) written explanation of issue;
- b) supporting documentation; and if possible,
- c) the section of the Guidance Document in question.

The DSSMSSAB will provide an initial response within 10 business days of receipt of the appeal and a written decision within 30 days of receiving the appeal.

CWELCC Directed Growth Plan: Start-up Funding

Ontario's Action Plan for implementing the Canada-Wide Early Learning and Child Care (CWELCC) system includes developing a framework for targeted space creation and providing funding for start-up grants to support the creation of new, affordable child care spaces for children under age six in targeted locations and for populations most in need.

Start-up grants will support directed growth by enabling space creation in neighbourhoods that have had historically lower rates of space availability that may not be accommodated through natural growth.

OBJECTIVE

Funding for start-up grants is available to support the creation of new licensed spaces approved for enrolment in CWELCC in alignment with the DSSMSSAB's directed growth plan. Directed Growth projects will prioritize the creation of and access to new licensed full day spaces for children birth to 6 years in communities with vulnerable children and children from diverse populations, including, but not limited to:

- children living in low-income families
- children with disabilities and children needing enhanced or individual supports
- Indigenous children, Black and other racialized children
- children of newcomers to Canada, and official language minorities.

FUNDING TERMS AND CONDITION

- a) Start-up grants can be used to offset the initial costs required to expand or create spaces such as equipment and leasehold improvements. The grant supports community-based space expansion projects and prioritize the creation of new licensed full-day spaces for children aged 0 – 5 years. Start-up Grants may be used for retrofits, renovations, or expansion projects, but cannot be used to purchase land or buildings. Space expansion projects for child care programs that run during school hours for kindergarten and school-aged children are not eligible.
- b) All space expansion and start-up grant funded projects must be created, retrofitted, renovated, and/or expanded to accommodate a maximum group size for each age grouping for children under the age of six and provide full-time access to care.
- c) The start-up grant must be expended within two years from the date this service agreement is executed. If the Service Provider withdraws from CWELCC or ceases their operations, the DSSMSSB will recover the start-up grant funding.
- d) Unexpended funding issued to Service Provider, or funding not used for its intended purpose, will be recovered by the DSSMSSAB. This may also include the right to withhold payments or to reduce funding to the Service Provider should obligations related to the use of start-up grants not be met.

ELIGIBLE EXPENSES

- a) Play materials, equipment, and furnishings (both indoors and outdoors) as outlined in Section 19 of Ontario Regulation 137/15 under the Child Care and Early Years Act, 2014.
- b) Non-consumable supplies/equipment to support the ongoing regular operation of the child care program (e.g. appliances, IT, supplies to support learning environments while adhering to health and safety requirements).
- c) Renovations, additions, or repairs to licensed child care facilities or potential child care facilities as approved by DSSMSSAB.

INELIGIBLE EXPENSES

- a) Purchase of land or buildings
- b) Debt costs including principal and interest payments related to capital loans, mortgage financing, and operating loans
- c) Property taxes
- d) Expenditures related to 6 to 12-year-old age groups

REPORTING REQUIREMENTS

The Service Provider will track and report start-up grant expenditures separately from other CWELCC and child care funding. Invoices related to purchases will be submitted in one file with an accompanying balance sheet that includes date of purchase and general description.

EMERGING ISSUES

The purpose of emerging issues funding is to support CWELCC enrolled Service Providers in addressing non-discretionary cost pressures (beyond the Service Provider's Control).

Emerging issues funding is provided to help provide stability to Service Providers through a pre-approval application-based process. Service Providers must be able to identify the known non-discretionary cost pressures as early as possible in operating budgets, demonstrate that the non-discretionary expenses exceed their revenue for eligible spaces (including routine funding, fee reduction, wage enhancement, workforce compensation, cost escalation and parent fees).

REQUIREMENTS AND CONDITIONS

Emerging Issues funding can be used exclusively for addressing Service Provider's non-discretionary cost pressures.

Cost Eligibility:

- Legitimately incurred for child care delivery (required to provide care under the CCEYA and its regulations or, if above the regulated requirements, not an optional service);
- Necessary, economical, and with due regard for health and safety;
- Non-discretionary (ie., costs that the operator must incur, such as arms-length cost increases, requirements to meet health and safety needs or legislative/regulatory obligations); or
- Incurred in relation to the provision of child care for eligible children. Where child care is also provided to ineligible children (such as children aged 6 to 12). Costs must be prorated using a method that is reasonable, in the opinion of the DSSMSSAB.

Ineligible Costs:

- Incurred for the creation of new spaces;
- Discretionary (i.e. costs that are not necessary to incur, such as increasing staffing ratio above current levels, disbursement of dividends, payment of performance bonuses, increases in owner's compensation, in-kind benefits or perks, or replenishment of reserves);
- Supported by other government funding; or
- Related to:
 - Non-cash expenses such as amortization expenses or bad debt expenses;
 - Repayment of reverse mortgages; or
 - Prior years' costs or losses

Eligible costs:

- Incurred in relation to the provision of child care for eligible children. Where child care is also provided to ineligible children (such as children aged 6 to 12), costs must be prorated using a method that is reasonable, in the opinion of the DSSMSSAB;

- Costs incurred for daily operations such as increases in wages per collective agreement provisions, accommodation cost increases (such as rent or mortgage payments due to higher interest rates);
- Non-recurring costs such as those incurred to repair or replace physical assets (such as kitchen appliances or HVAC equipment for centres), which are necessary to maintain regular operations;
- Financing costs for loans that support non-recurring eligible costs and third-party mortgages. Eligible financing costs should be reasonable (for example, they align to the Canada Small Business Financing Program rates); and
- Audit costs, as audited financial statements are contractual stipulations of the CWELCC service agreement.

APPLICATION & RECONCILIATION

- a) The Service Provider is required to submit an application for Emerging Issues funding (by site) on the DSSMSSAB approved application form by January 31, 2024 or as soon as non-discretionary cost pressures are identified throughout the year;
- b) Within 30 days of the end of the calendar year to which the Emerging Issues applies, the Service Provider shall provide a completed reconciliation form which shall confirm the amount of the Emerging Issues funding used by the Service Provider in accordance with the terms and conditions set within this Schedule; and
- c) In the event that the Service Provider has not used all of the Emerging Issues funding, the Service Provider shall remit a cheque payable to the “District of Sault Ste. Marie Social Services Administration Board” in the amount of the surplus funding along with the completed reconciliation form.

APPEALS

The Service Provider may submit a written request for the DSSMSSAB to review any application or funding decision regarding Emerging Issues eligibility. To ensure adequate and appropriate follow-up, appeals should be submitted directly to the Early Years Program Manager.

Please include:

- a) written explanation of issue;
- b) supporting documentation; and if possible,
- c) the section of the Guidance Document in question.

The DSSMSSAB will provide an initial response within 10 business days of receipt of the appeal and a written decision within 30 days of receiving the appeal.

Canada Summer Jobs (CSJ)

By-law 2024-20

Articles of Agreement

Between

His Majesty the King in Right of Canada, as represented by the Minister of Employment and Social Development styled as Minister of Women and Gender Equality and Youth (hereinafter referred to as "Canada")

And

The Employer identified as the "Legal Name of the Organization" on the attached document titled "Canada Summer Jobs - Application/Agreement" (hereinafter referred to as the "Employer")

Hereinafter collectively referred to as "the Parties"

Whereas Canada has established the Canada Summer Jobs program, a component of the Youth Employment and Skills Strategy, under which financial assistance may be provided to Employers to encourage these Employers to hire youth to help them in acquiring employment and/or career related skills;

Whereas the Employer proposes to hire Participant(s) for the Job(s) listed in the "Canada Summer Jobs Application"; and

Whereas Canada has agreed to make a contribution towards the costs of the Job(s) under Canada Summer Jobs;

Now, therefore, Canada and the Employer agree as follows:

1.0 Agreement

1.1 The following documents and any amendments relating thereto form the Agreement between Canada and the Employer:

- (a) the document hereto entitled "Canada Summer Jobs - Application/Agreement";
- (b) the document hereto entitled "Calculation of Approved Canada Summer Jobs Contribution Amount".

2.0 Interpretation

2.1 In this Agreement,

"Funding Period" means the period during which the Job is taking place as indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document;

"Job" means the job activities and related information described in Part B - Job Details in the Application/Agreement form;

"Mandatory Employment Related Costs" means payments that the Employer is required by law to make in respect of Participants including, but not restricted to, those required for Employment Insurance premiums, Canada or Quebec Pension Plan contributions, vacation pay, Workers' Compensation Premiums or equivalent liability insurance (if applicable), Health Services Fund, Quebec Parental Insurance premiums, Commission des normes, de l'équité, de la santé et de la sécurité du travail in Quebec, Health and Post-Secondary Education Tax in Newfoundland and Labrador, Health and Post-secondary Education Levy in Manitoba, and Employer Health Tax where applicable;

"Overhead Costs" means such costs, other than wages and Mandatory Employment Related Costs, incurred by the Employer, which are in compliance with the conditions governing eligible costs set out in this Agreement;

"Participant" means an individual who is hired by the Employer for a Job during the period set out in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document and who:

- (a) is between 15 and 30 years of age (inclusive) at the start of employment;
- (b) is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act [S.C. 2001, c. 27]**; and
- (c) is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

*International students are not eligible. Recent immigrants are eligible if they are Canadian Citizens or permanent residents.

"Project" means the hiring, administration of, and job activities, and organization's activities as described in the Application/Agreement, including any activities which the job supports, directly or indirectly.

Words imparting the singular include the plural and vice versa.

3.0 Effective date and duration

3.1 This Agreement shall come into effect on the signature date specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount" and, subject to section 3.2, shall expire when Canada issues the final payment unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Employer shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 Canada's contribution

- 4.1 Subject to the terms and conditions of this Agreement, Canada will make a contribution to the Employer towards the costs incurred by the Employer as a result of the provision of the Job(s) to the Participant(s) of an amount not exceeding the amount indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document. Not-for-profit employers are eligible to receive funding for up to 100% of the provincial or territorial minimum hourly wage. Public and private sector employers are eligible to receive funding for up to 50% of the provincial or territorial minimum hourly wage.
- 4.2 Costs are eligible costs only if they are, in the opinion of Canada, reasonable and directly related to the provisions of the Job(s). Only those costs incurred during the Funding Period are eligible costs. No costs incurred prior to or following the Funding Period are eligible costs.
- 4.3 When hiring a Participant with a disability, the Employer agrees that Canada's contribution towards special equipment facilities and support necessary for the participation shall not exceed the actual costs.
- 4.4 The amount of Canada's contribution in respect of Mandatory Employment Related Costs incurred in respect of each Participant shall not exceed the amount that would be payable if the Participant's wages were paid at the provincial or territorial adult minimum wage rate.
- 4.5 In the event that the hourly wage rate paid by the Employer is less than the hourly wage rate shown in the Application/ Agreement, Canada may, in its discretion, reduce the amount of its contribution in respect of those eligible costs.

5.0 Appropriation

- 5.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the fiscal year in which the payment is to be made.

6.0 Terms of payment

- 6.1 (1) Upon validation of the Employer's business number, and subject to paragraph (2), Canada's contribution shall be payable upon receipt and verification of a claim made by the Employer in a form prescribed by Canada, such claim to be submitted by the Employer within 30 days following the termination of the Job(s) covered by the Agreement.
- (2) Payment of Canada's contribution may be made as follows:
- (i) *Where the total value of the contribution is up to \$100,000*
- (a) an initial advance payment not exceeding 75% of the estimated total contribution payable under the Agreement; and
 - (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.
- (ii) *Where the total value of the contribution is \$100,001 or more*
- (a) following the receipt of a cash flow forecast, an initial advance payment not exceeding 50% of the estimated total contribution payable under the Agreement; and
 - (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

7.0 Reduction of contribution

- 7.1 Canada may, upon not less than fifteen (15) days' notice, reduce its contribution under this Agreement if:
- (a) The level of funding for the Program named in this Agreement for fiscal year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
 - (b) Parliament reduces the appropriation of funds for contributions under the Program named in this Agreement.
- 7.2 Where Canada gives notice of its intention to reduce its contribution pursuant to section 7.1, and the Employer is of the opinion that it will be unable to complete the Project in the manner desired by the Employer, the Employer may terminate the Agreement upon not less than fifteen (15) days written notice to Canada.

8.0 Other sources of funding

Sections 8.2 and 8.3 only apply where the contribution is in excess of \$100,000.

[Option 1 - where the funding from Canada is the only source of financial assistance - if applicable]

- 8.1 The Employer declares that the contribution provided under this Agreement is the only financial assistance for the Job(s) it has received or expects to receive from any level of government (federal, provincial, territorial or municipal) or from any other source.

[Option 2 - where there are other sources of financial assistance - if applicable]

- 8.1 The Employer declares that it has received or is entitled to receive the following financial assistance for the Job(s) from other sources:

1. \$ 4632 from Organization / Recipient

- 8.2 The Employer will inform Canada promptly in writing of any additional financial assistance to be received for the Job(s) other than that referred to in section 8.1.

8.3 Where the Employer receives any additional financial assistance for the Job(s) other than the financial assistance referred to in section 8.1, Canada may, in its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received, or if Canada's contribution has already been paid, require repayment of such amount. Upon receipt of notice to repay under this section, the Employer agrees to repay the amount as a debt due to Canada.

9.0 Management of project

9.1 The Employer shall:

- (a) be solely and absolutely responsible for the hiring, management, supervision and control of the Job(s);
- (b) provide the Participant(s) with an adequate supervision, mentoring, skills acquisition, learning and work experience;
- (c) ensure that the Job(s) are carried out in a safe, inclusive and healthy environment;
- (d) provide the Participant(s) with all the information concerning health and safety standards and regulations regarding their work environment and, if necessary provide training, information and safety equipment required to accomplish their tasks;
- (e) inform Canada promptly in writing forthwith of any injury suffered by the Participant(s) while carrying out the Job(s); and
- (f) remit Mandatory Employment Related Costs on behalf of the Participant(s).

9.2 The Employer shall not, without the prior written consent of Canada, alter the nature of the Job(s) that are described in the Application/ Agreement. Funding shall only be used for the Project as approved and not for any activities outlined in section 16.1.

10.0 Collection and protection of participant information

10.1 The Employer shall complete the Employer and Employee Declaration form (EMP5397) for each Participant and forward it to Canada within seven (7) days following each Participant's first day of work.

10.2 Prior to collecting or compiling the information in form EMP5397, the Employer shall:

- (a) inform the Participant that funding for the Project is provided by Canada. Canada needs the information referred in the form EMP5397 to:
 - (i) validate the eligibility of each Participant;
 - (ii) measure the results and assess the success of the Project;
- (b) obtain the written consent of each Participant for the collection, uses and disclosure of the information in form EMP5397.

10.3 Participants will also be encouraged to complete a questionnaire to report on their experience with the Canada Summer Jobs program.

10.4 All Participant information referred to in section 10.1 collected or compiled by the Employer shall be treated as confidential and the Employer shall take all security measures reasonably necessary for the protection of any unauthorized release or disclosure, including those set out in any instructions issued by Canada.

10.5 During the course of this Agreement and for a period of six years thereafter, the Employer shall not release or disclose information referred to in section 10.1 about a Participant to any other person or body for any purpose unless the Participant consents to the release or disclosure or unless the person or body is authorized by law to require the Employer to provide information to the person or body.

10.6 Upon expiry of a period of six years after the Project Period, the Employer shall destroy the information referred to in section 10.1 in accordance with instructions issued by Canada.

10.7 Representatives of Canada shall be entitled to verify the Employer's premises at all reasonable times to ensure compliance with the information security requirements of section 10.4.

11.0 Access to information and proactive disclosure

11.1 The Employer acknowledges that Canada is subject to the *Access to Information Act* [R.S.C., 1985, c. A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

11.2 The Employer acknowledges that the name of the Employer, the amount of Canada's contribution and the general nature of the project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

11.3 In accordance with the *Privacy Act* and *Department of Employment and Social Development Act* [S.C. 2005, c. 34], information on funded applicants will be disclosed.

12.0 Employer attestation

12.1 The Employer attests that:

- I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
- I certify and warrant on behalf of the organization and in my personal capacity that the information provided in this Application for Funding is true, accurate, and complete;
- I confirm that neither the job activities nor any of the activities of my organization which are directly or indirectly supported by the job activities in any way infringe, undermine, weaken, or restrict the exercise of rights legally protected in Canada.

13.0 Employer declaration

13.1 The employer declares, represents and warrants that:

- (a) no Participant will displace or replace existing employees or volunteers, employees that have been laid-off and are awaiting recall, employees absent due to an industrial dispute, employees on vacation, or employees on maternity or parental leave;

- (b) except where the Participant is a person with disabilities or has legitimate barriers to availability, Participant(s) will work a minimum of 30 hours per week for a period of six to sixteen weeks. The hours of work will not exceed 40 hours per week;
- (c) Canada's contribution will be used to create a full-time summer job;
- (d) no other contribution will be received or claimed for the same portion of a Job and for the same period unless such contribution is provided pursuant to an agreement between the Government of Canada and a Provincial/Territorial government, or with the approval of Canada;
- (e) the Organization "Employer" and any person lobbying on its behalf is in compliance with the *Lobbying Act*, [R.S.C., 1985, c. 44 (4th Supp.)] and that no commissions or contingency fees have or will be paid directly or indirectly to any person for negotiating or securing this request for funding;
- (f) that it has provided Canada with a true and accurate list of all amounts owing to the federal government which are past due and in default or arrears as of the time of the Employer's application for funding;
- (g) an employer/employee relationship will be established with the Participants;
- (h) the Attestation made in the application continues to be true and accurate and will remain true and accurate throughout the duration of this Agreement.

14.0 Continuous eligibility

14.1 The employer must, during the Project Period, continue to meet the eligibility criteria of the Program set out in this Agreement. As such, the Employer agrees to promptly notify Canada should a change in the Employer's organizational status render it no longer eligible under the eligibility criteria of the Program or should a change in Project activities result in the Project no longer qualifying for funding under the Program.

15.0 Ineligible employers

15.1 The employer represents, declares and warrants that the project will not be delivered by:

- Members of the House of Commons and the Senate or members of their immediate family;
- Federal Government Departments and Agencies;
- Provincial Departments and Agencies;
- Organizations that engage in partisan political activities;
- Organizations that engage in activities that directly or indirectly infringe, undermine, weaken, or restrict the exercise of rights legally protected in Canada.

16.0 Ineligible projects and job activities

16.1 The employer represents, declares and warrants that the project will not consist of:

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth Participant; or
- Projects or job activities that:
 - restrict access to programs or, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
 - advocate intolerance, discrimination and/or prejudice; or
 - actively work to undermine or restrict a woman's access to sexual and reproductive health services.

17.0 Relationship between the parties and non-liability of Canada

17.1 The hiring, management, supervision and control of the Project are the sole and absolute responsibility of the Employer. The Employer is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Employer towards the Eligible Expenditures. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Employer shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount". Canada shall not be liable for any loan, capital lease or other long-term obligation which the Employer may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Employer toward another party in relation to the Project.

18.0 Indemnification

18.1 The Employer shall, both during and following the funding Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Employer or its employees or agents in connection with anything purported to be or required to be provided by or done by the Employer pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by employees.

19.0 Conflict of interest

19.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act [S.C. 2006, c. 9, s. 2]*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

19.2 No member of the Senate or the House of Commons or member of their immediate family shall be admitted to any share or part of the Agreement or to any benefit arising from it.

20.0 Nepotism

20.1 No cost incurred by the Employer in relation to a Participant who is a member of the Immediate Family of the Employer or, who is a member of the Immediate Family of an officer or director of the Employer, is eligible for reimbursement under the Agreement. If Canada is satisfied, and agrees in writing before the commencement of the Job, that the hiring of the Participant was not the result of favouritism by reason of membership in the Immediate Family of the Employer, officer or director, as the case may be, the costs may be eligible for reimbursement.

20.2 For purposes of section 19.2 and 20.1, "Immediate Family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse or common-law partner, child, step-child (including child of common-law partner), ward, father-in-law, mother-in-law, grandchild, grandparent, any person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee or any one permanently residing with the Employer, officer or director, as the case may be.

20.3 For the purpose of section 20.2, "Common-law partner" means a person who is cohabiting with the Employer, officer or director, as the case may be, in a conjugal relationship, having so cohabited with the Employer, officer or director, for a period of at least one year.

21.0 Financial records and audit requirements

21.1 The Employer shall keep proper books of account and records, in accordance with generally accepted business and accounting practices, of the financial management of this Agreement. The books of account and records shall include all invoices, receipts and vouchers relating to the expenditures incurred and revenues made in relation to this Agreement, including funding for the Job(s) received from other sources.

21.2 During the course of this Agreement and for a period of six years thereafter, the Employer shall make the books of accounts and records available at all reasonable times for inspection and audit by representatives of Canada to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Employer under this Agreement. The Employer shall permit representatives of Canada to take copies and extracts from such books and records and shall furnish them with such additional information as they may require with reference to them.

21.3 In the event that financial irregularities are discovered, Canada may verify information with the Canada Revenue Agency.

22.0 Inquiry by the Auditor General of Canada

22.1 If, during the Funding Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act [R.S.C., 1985, c. A-17]*, requests that the Employer provides Canada with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Employer shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

23.0 Evaluation

23.1 The Employer agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this Agreement that Canada may carry out during the Funding Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Employer agrees to:

- (a) participate in any questionnaire, interview, case study or other data collection exercise initiated by Canada; and
- (b) subject to section 23.2 provide Canada with a primary and secondary contact for the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Employer.

This includes a mandatory questionnaire that will be administered at the end of the program year. The Employer agrees to complete this questionnaire and submit to Canada as part of the final reporting process.

23.2 The Employer shall provide Canada with a primary and secondary contact (name, address, phone number and e-mail address) referred to in section 23.1 only if the person has given their written consent to the release of the information to Canada. The Employer agrees to make all reasonable efforts to secure such consent during the Funding Period. When providing a person's contact information to Canada, the Employer shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

24.0 Disposition of assets

24.1 The Employer shall preserve any assets acquired with the contribution and use them for the purposes of carrying out the Job(s) outlined in the Application/Agreement, unless Canada authorizes their disposition.

24.2 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by Canada, any assets referred to in section 24.1 costing \$1,000 (before taxes) or more that have been preserved by the Employer shall be:

- (a) sold at a fair market value and that the funds realized from such sale be applied to the eligible costs under this Agreement to offset Canada's contribution;
- (b) turned over to another person or organization designated or approved by Canada; or

(c) disposed of in such other manner as may be determined by Canada.

25.0 Termination of agreement

Termination for default

25.1 (1) The following constitute Events of Default:

- (a) the Employer becomes bankrupt;
- (b) the Employer has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Employer;
- (c) the Employer ceases to operate;
- (d) the Employer is in breach of, or non-compliant with, any provision of this Agreement;
- (e) the Employer, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada;
- (f) the Employer has changed the tasks and responsibilities of the Participant(s), as described on the Application/Agreement, without Canada's prior approval; or
- (g) the Employer is in breach of the provisions of Sections 12, 13, 14, 15 or 16.

(2) If:

- (a) an Event of Default specified in paragraphs (1)(b) (c) or (g) occurs, or
- (b) an Event of Default specified in paragraph (1)(d), (e) or (f) occurs and has not been remedied within fifteen (15) days of receipt by the Employer of written notice of default or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period, Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Employer.

(3) In the event Canada gives the Employer written notice of default pursuant to paragraph (2)(b), Canada may suspend or revoke any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.

(4) If an event of Default specified in paragraph 1(d) occurs, the Employer shall have seven (7) days following receipt by the Employer of written notice of default to make written representations to Canada, which will be considered by Canada in its decision as to whether to terminate this Agreement. Further to consideration of the Employer's written representations, or if no written representations are delivered by the Employer within the required deadlines, Canada will make a final determination as to whether to terminate the Agreement and will notify the Employer in writing of said decision. If Canada decides to terminate the Agreement pursuant to paragraph 4, written notice of termination will be provided to the Employer.

(5) Further to the process set out in paragraph 4, in the event that Canada provides written notice of termination to the Employer, Canada shall no longer have an obligation to make any further financial contributions to the Employer or if no financial contributions have been made to date, Canada will have no obligation to make such a financial contribution to the Employer.

(6) If this Agreement is terminated for an Event of Default specified in paragraph 1(d), this Event of Default will be taken into consideration by Canada in the assessment of any subsequent applications for funding by the Employer under the Canada Summer Jobs program, or any replacement or successor programs, for the next two years, and any such applications may be rejected by Canada on the basis of this Event of Default.

(7) If this Agreement is terminated for an Event of Default under this section, the Employer will repay Canada in accordance with section 27 of this Agreement, promptly and by no later than thirty (30) calendar days from the date of Canada's notice of termination.

(8) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

25.2 Canada may also terminate this Agreement at any time without cause upon not less than fifteen (15) days written notice of intention to terminate.

Obligations Relating to Termination and Minimizing Cancellation Costs

25.3 In the event of a termination notice under section 25.2 being given by Canada

- (a) the Employer shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all eligible costs incurred by the Employer up to the date of termination will be paid by Canada, including the Employer's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Employer and the same are reasonable and properly attributable to the termination of the Agreement.

25.4 The Employer shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the

Employer to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Employer shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 25 in the event of a termination of this Agreement.

26.0 Interest earned on advances of the contribution

26.1 Any interest earned on advances of Canada's contribution shall be accounted for by the Employer. Such interest shall be deemed to be part payment of the contribution and shall be used or applied to offset Canada's contribution in respect of the eligible costs under this Agreement.

27.0 Repayments required

27.1 Upon expiry or termination of this Agreement, if earlier, the Employer shall immediately repay to Canada any amount by which the contribution paid to the Employer, together with any interest earned thereon, exceeds the amount to which the Employer is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the Employer is not entitled include

- (a) the amount of any unspent advance payments of the contribution remaining with the Employer;
- (b) amounts paid in error or in excess of the amount of costs actually incurred; and
- (c) amounts paid in respect of costs which are determined by Canada to be ineligible. Such amounts are debts due to Canada.

27.2 Interest shall be charged on overdue debts in accordance with the *Interest and Administrative Charges Regulations [SOR/96-188]* made pursuant to Canada's *Financial Administration Act [R.S.C., 1985, c. F-11]*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

28.0 Reports and monitoring of project

28.1 The Employer shall provide Canada with such reports concerning the progress of the Participants and/or particulars as may be requested by Canada. The progress reports shall be in such form and contain such information as may be specified by Canada.

28.2 The Employer shall, upon request, permit representatives of Canada to have access to the site or sites where the Job(s) are carried out to monitor such Job(s).

29.0 Insurance

29.1 The Employer shall ensure that it has Workers' Compensation coverage or similar insurance, in accordance with provincial/territorial regulations, in place for the Participants for the duration of their Job(s) pursuant to this Agreement.

30.0 Informing Canadians of the government of Canada's funding

30.1 The Employer shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project and to inform Participants (youth). The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

30.2 To enable Canada's participation in any subsequent communications activities about the project; the Employer will inform Canada no later than twenty (20) calendar days preceding such communication activities.

30.3 The Employer shall ensure that in all communication activities, publications, advertising (including on social media or websites) include the recognition of Canada's - financial assistance to the project - in a form satisfactory to Canada.

31.0 Notices

31.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail at the postal address or courier service or by email address, as the case may be, of the receiving party. If there is any change to the postal address, email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

31.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by email, one (1) working day after they are sent.

32.0 Compliance with laws

32.1 The Employer shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including labour regulations in the province or territory where the employment is located; any environmental legislation; any accessibility legislation; and, any legislation regarding protection of information and privacy. The Employer shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

33.0 Severability

33.1 If any provision of this Agreement is held void or unenforceable by a court or tribunal of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining provision of this Agreement shall be valid and be enforceable to the fullest extent permissible by law.

34.0 Waiver

34.1 Failure by any Party to exercise any of its rights, powers, or remedies under this Agreement or its delay to do so does not constitute a waiver of those rights, powers, or remedies. Any waiver by either Party of any of its rights, powers, or remedies under this Agreement must be in

writing; and, such a waiver does not constitute a continuing waiver unless it is so explicitly stated .

35.0 Amendment

35.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by both parties.

36.0 Non-assignment of agreement

36.1 The Employer shall not assign this Agreement or any part thereof without the prior written consent of Canada.

37.0 Warranty of authority

37.1 The Employer warrants that its representative(s) identified in this Application/Agreement has (have) the authority to enter into an agreement on its behalf and agrees to provide Canada with such evidence of that authorization as Canada may reasonably require.

Calculation of Approved Canada Summer Jobs Contribution Amount

NOTE: Each approved job can only be filled by one youth.

Project Number	019558246
Business Number	130268980RP0001
Common Name	Prince Township
Legal Name	Corporation of the Township of Prince

Job title	No. of jobs	Start Date	No. of weeks per job	Hrs. per week per job	Total hours	Hourly rate paid to participant	ESDC hourly rate contribution	MERCs*	Overhead costs	Approved ESDC contribution
museum coordinator	2	2024/07/02	8	35	560	\$ 16.55	\$ 8.28	0	\$ 0.00	\$ 4,636.80
Total	2	N/A	N/A	N/A	560	N/A	N/A	N/A	N/A	\$ 4,636.80

* MERCs = Mandatory Employment Related Costs

Start date and end date of Agreement: 2024/04/22 - 2024/08/31

32. Approved ESDC contribution \$ 4,636.80	33. Signature on behalf of ESDC YAU, ANDY _____	34. Position Title Service Manager _____	35. Date 2024-04-17 18:03:17 _____
36. Amendment number: 0	37. Signature on behalf of the organization* (may be required) Samantha Carolei _____	38. Position Title Administrative Assistant _____	39. Date 2024-04-22 11:57:22 _____

*I certify that I am authorized to sign on behalf of the Organization.



CORPORATION OF THE TOWNSHIP OF PRINCE

MARRIAGE SOLEMNIZATION BY-LAW 2024-21

A BY-LAW TO ENDORSE THE CLERK OF PRINCE TOWNSHIP TO SOLEMNIZE CIVIL MARRIAGE CEREMONIES IN THE PROVINCE OF ONTARIO.

WHEREAS Ontario Regulation 285/04, under the Marriage Act, 1990, states that the Clerk of a local municipality is authorized to solemnize marriages under the authority of a license; and

WHEREAS Section 10 (1) of the Municipal Act, 2001, as amended, provides that a single tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS the Council of the Corporation of Prince Township deems it desirable to designate the Clerk to provide civil marriage solemnization services within and outside of Prince Township, in The Province of Ontario;

NOW THEREFORE the Council of The Corporation of Prince Township enacts as follows:

1. That the Council of the Corporation of Prince Township direct that the civil marriage solemnization service be implemented.
2. That the Council of Prince Township authorize the Clerk, to provide the service of solemnizing marriages in the Province of Ontario under the authority of the Marriage Act, 1990.
3. That Council recognizes that the Clerk is authorized to solemnize marriages for as long as they hold the position of Clerk, as set out under Ontario Regulation 285/04, and the Marriage Act, 1990, for the Province of Ontario.
4. That the Clerk may, at their discretion, solemnize civil marriages at times and locations which are agreeable to both parties.
5. That the detailed fee structure for civil marriage services form part of Prince Township's Fees and Charges By-law.
6. That any previous by-law which conflicts with the provisions of this by-law shall be hereby repealed.
7. Any provision of this By-law which is found by any court of competent jurisdiction to be illegal or inoperative, in whole or in part, the balance of the By-law shall not be affected and shall remain in full force and effect.

8. The Clerk shall have the authority to affect any minor modifications or corrections solely of an administrative, clerical, numerical, grammatical, or descriptive nature to this By-law as are deemed necessary.

9. The Short Title of this By-law is the "Civil Marriage By-law".

READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME and finally passed

this 14th day of May 2024.

Enzo Palumbo, Mayor

Jillian Hayes, CAO, Clerk - Treasurer

POLICY AND PROCEDURE MANUAL

SCOPE

Council adopted By-law 2024-21 on May 14, 2024, being a By-law to endorse the Clerk of Prince Township to solemnize civil marriage ceremonies in the Province of Ontario.

The purpose of this Policy is to provide guidelines and expectations for the performance of civil marriage solemnizations and applies to both officiants performing ceremonies and for couples purchasing the marriage solemnization services.

This policy is intended to supplement any by-law adopted by Council authorizing civil marriage services. This policy neither repeals nor replaces said authorizing by-law.

1. Definitions

“Act” means the *Marriage Act*, R.S.O. 1990, c. M.3, as amended.

“Civil Marriage Ceremony” means a non-religious, legal marriage ceremony officiated by an Ontario Judge, Justice of the Peace, or Municipal Clerk under the authority of a marriage license and in accordance with the *Marriage Act*, R.S.O. 1990, c. M.3 (the Act).

“Clerk” means the Clerk appointed by the Council of Prince Township.

“Officiant” or “Solemnizer” means the person who officiates at or solemnizes a civil marriage ceremony.

“Township” means The Corporation of Prince Township.

2. General Provisions

- a. Civil marriage ceremonies must be booked a minimum of three (3) weeks in advance in order to permit time for the Officiant to meet with the couple and make the necessary arrangements.
- b. Applicants must complete and submit the Marriage Solemnization Application at the time of booking and pay the Deposit of \$100.00. The application must be signed by both applicants.
- c. No marriage shall be solemnized until the couple has provided the solemnizer with the marriage license. A marriage license must be purchased from a registered issuer (such as the township) and presented a minimum of three days prior to the ceremony.
- d. The Township Council Chambers may be used for the ceremony when a Township employee is present within the building.

- e. Information about civil marriage solemnization is available on the Township's website and will include details such as contact information.

3. Application for Civil Marriage Ceremony

- a. The application for a civil marriage ceremony, attached hereto, is to be received by the Clerk at least three weeks prior to the intended date of marriage.
- b. Applications must be signed by both applicants.
- c. Prior to submitting the application, the applicants will confirm the date and time with the Clerk.
- a. The completed application must be accompanied by a deposit of \$100.00.

4. Civil Marriage Ceremony

- a. All civil marriage ceremonies will be non-denominational, and no religious or spiritual connotations will be made unless requested by the applicants.
- b. The mandatory declarations provided under the Marriage Act will be incorporated into all civil marriage ceremonies.
- c. Personal vows, readings, music and/or decorations will be permitted subject to the approval of the Officiant.
- d. If the Officiant has any reason to believe that alcohol or other stimulants have been used, the ceremony will be subject to immediate cancellation.

5. Location and Availability

- a. Civil marriage ceremonies will be conducted by the Clerk, subject to their availability.
- b. The Officiant retains the right to refuse to conduct a ceremony at a time or in a location which has not been previously agreed on. Changes to the date or venue will not be permitted without due notice to the officiant.
- c. Ceremonies may take place either at an agreed upon location within the Province of Ontario, which is conducive for a marriage ceremony, or in the Council Chambers at Prince Township Municipal Office.

6. Fees and Payment

- a. The fee charged for a civil marriage solemnization will be established by Council and included in the Township's Fees and Charges By-law, which is subject to change from time to time.

- b. A \$100 deposit will be required at the time of booking.
- c. The fee for civil marriage ceremonies will be paid to Prince Township in advance by way of cash, cheque, or e-Transfer.
- d. Additional fees for mileage or other expenses incurred by the Officiant will be paid in full prior to the marriage taking place.
- e. Couples will not be asked by the Officiant to pay any additional fees outside of those listed herein.
- f. Where a scheduled ceremony has been cancelled by the couple, the Township has the right to retain any deposit paid.

**PRINCE TOWNSHIP MARRIAGE
SOLEMNIZATION APPLICATION**

Applicant 1	Applicant 2
Last Name	
First and Middle Names	
Home Address	
Phone Number	
Intended Date and Location of Marriage Ceremony	

Name of Officiant

Date Received

By signing below, the applicants consent to defend and indemnify Prince Township and the Officiant against any claim for loss or damage incurred as a result of the solemnization services provided. The applicants agree that the Officiant, Prince Township, its officers, or agents, will not be held responsible or liable for personal injury or damage, nor for the theft or loss of any personal property of anyone attending the ceremony. The applicants jointly agree that they have read and understand the Civil Marriage Policy attached and agree to abide by all applicable law as it relates to the solemnization services.

Applicant 1 Signature

Applicant 2 Signature

FOR OFFICE USE ONLY:

Marriage License No: _____ Deposit Received: _____

**PRINCE TOWNSHIP
CIVIL MARRIAGE SOLEMNIZATION POLICY**

FEE SCHEDULE

(this schedule to be incorporated into the Fees and Charges By-law)

License Fee	\$125.00
Marriage Solemnization Fee (includes \$100/deposit)	\$300.00
Rehearsal Fee (Optional)	\$150.00
Offsite Ceremonies (Optional)	\$100.00

The above fee includes up to two meetings between the Officiant and both applicants, the wedding rehearsal, and the ceremony.

NB: The deposit will be retained by the Township if the event is cancelled by the applicants after meetings have taken place. The deposit will be fully refunded if the Officiant or the municipality cancels their commitment to the applicants.

All fees to be paid in full prior to the wedding.

The Marriage License must be purchased separately.

The Officiant, as an employee of the municipality, will receive their regular hourly rate for the preparation time, meeting with applicants, rehearsal, and ceremony to ensure compensation for time spent.

The Officiant will also be compensated for mileage for travel to offsite ceremonies. Mileage will be calculated by the Officiant for inclusion in the final payment.



CORPORATION OF THE TOWNSHIP OF PRINCE

Request for Proposal (RFP): Paving Services for Community Center, Fire Hall, Pavilion, and Outdoor Washrooms

Introduction:

Prince Township is seeking proposals from qualified contractors to provide paving services for the driveway surrounding our community center, fire hall, pavilion, and outdoor washrooms. The objective of this project is to enhance accessibility, safety, and convenience for all residents and visitors while eliminating the need for frequent re-gravelling.

Delivery Location:

3042 Second Line West.

Prince Township, Ontario P6A 6K4

Deliverables:

Paving

Project Scope:

The project includes, but is not limited to, the following tasks:

1. Assessment and Preparation:

- Surveying and assessment of the existing driveway area.
- Grading and preparation of the area to ensure proper drainage and foundation for paving.

2. Paving:

- Supply and installation of high-quality paving materials
- Paving of the entire driveway surrounding the community center, fire hall, pavilion, and outdoor washrooms.
- Application of appropriate edging and finishing to ensure durability and aesthetics.

3. Accessibility Features:

- Incorporation of necessary ramps, slopes, and other accessibility features to ensure compliance with accessibility standards.

4. Project Timeline:

- The contractor is expected to provide a detailed timeline for the completion of the project, including milestones and deadlines for each phase of work.

5. Compliance and Quality Assurance:

- Compliance with all relevant building codes, regulations, and accessibility standards.
- Quality assurance measures to ensure the longevity and durability of the paved surfaces.
- All materials used shall be new, and of the highest grade. Any faulty material or workmanship entering into the project shall be removed and/or repaired or replaced by the bidder immediately upon discovery or notice by the customer.

Submission Requirements:

Interested contractors are requested to submit their proposals addressing the following:

1. Company Profile: Provide details about your company, including experience, qualifications, and relevant certifications such as WSIB coverage, proof of insurance etc.
2. Project Approach: Outline your proposed approach to completing the project, including methodologies, materials, and equipment to be used.
3. Timeline: Present a detailed timeline for the project, including key milestones and completion dates.
4. Cost Proposal: Provide a comprehensive cost breakdown, including all materials, labor, equipment, and any additional expenses.
5. References: Include references from past clients for similar projects.

Submission Deadline:

All proposals must be submitted no later than April 12th, 2024, at 5:00 pm. Late submissions will not be considered.

Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

- Experience and qualifications of the contractor.
- Proposed project approach and methodology.
- Compliance with project requirements and specifications.
- Cost-effectiveness and value for money.
- References and track record of past performance.

Contact Information:

For inquiries and submission of proposals, please contact:

Jillian Hayes, CAO/Clerk – Treasurer

E: clerk@twp.prince.on.ca

PH: (705)- 779-2992 ext. 2.

Note:

The lowest or any bid is not necessarily accepted. The Municipality reserves the right to accept or reject any or all quotes if the detail or quality of work or materials is insufficient.

Prince Township reserves the right to accept or reject any proposal, in whole or in part, and to waive any irregularities or informalities in the proposals received. The issuance of this RFP does not commit Prince Township to award a contract or to pay any costs incurred in the preparation of proposals. All expenses incurred by the proposers in responding to this RFP shall be borne by the proposers.



2075 Great Northern Road
 SAULT STE. MARIE, ON P6A 5K7
 Telephone (705) 759-1759, Fax (705) 945-8237
 e-mail: dlabay@ellwoodrobinson.com

QUOTATION

Prince Township April 11, 2024
 Quotation #
 Fax
 email Jillian Hayes

Re: Asphalt Paving

We are pleased to provide the following quotation:

Based on an Area of 25,000 sf

Fine grade existing gravel parking lot				
Provide 50mm HL3 Asphalt		\$		61,840.00

TOTAL ESTIMATED COST		\$	61,840.00
HST	13.0%	\$	8,039.20
NET PRICE		\$	69,879.20

Notes:

- 1) HST is not included.
- 2) All work performed by Ellwood Robinson Inc. on this contract will be with our forces that are signatory to the Labourers International jurisdiction. Ellwood Robinson Inc. exclusively reserves the right to cancel any purchase order / contract issued, should there be any trade union issues instigated by any union whatsoever.
- 3) Ellwood Robinson Inc. will not be held liable for any sub base failure.
- 4) Credit arrangements will be established prior to any commencement of work.
- 5) Ellwood Robinson Inc. will enforce payment terms of net 30 days.
- 6) No work will commence without a purchase order being issued to Ellwood Robinson Inc. All terms and conditions must be agreed upon by both parties prior to the commencement of work.

Thank you for the opportunity to provide the above quotation. We look forward to being of service.

Ellwood Robinson Inc.

ACCEPTED

 Dennis Labay
 Construction Manager

 Date:

Avery Construction Limited

940 Second Line, West
Sault Ste. Marie, ON P6C 2L3
CANADA

Phone: 705.759.4800
Fax: 705.759.6775

A VERY Reliable Choice

To:	Prince Township	Contact:	
Address:	3042 Second Line West Prince Township, ON P6A 6K4 CANADA	Phone:	705.779.2992
Project Name:	Prince Township Office Parking Lot & Areas	Fax:	
Project Location:	Prince Township	Bid Number:	24016
		Bid Date:	2024-04-12

As per your request we are pleased to provide the following;

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization, Demobilization, & Clean Up	1.00	LS	\$3,428.31	\$3,428.31
2	Survey, Shape, & Compact Existing Conditions	1.00	LS	\$2,742.65	\$2,742.65
3	Supply & Place 100mm Of Granular A, Or As Required	540.00	MT	\$47.69	\$25,752.60
4	Supply & Place 50mm Of HL3 Hot Mix Asphalt	300.00	MT	\$223.88	\$67,164.00

Total Bid Price: \$99,087.56

Notes:

- Above price is based on (25000 sqft) 2325 sqm of asphalt paving.
- We estimate a total of seven (7) working days to complete.
- Item No. 3: Granular A will be invoiced as actual material supplied & placed.
- Avery Construction Limited will not be held liable for any Subbase or base failure.
- HST Extra
- Shall any concealed or unknown conditions arise that result in a change to scope of work, additional costs may apply
- Any changes to scope and/or if drawings are provided with a different scope, budget may be subject to review and revision. Additional costs may apply at the owner's expense.
- This document is confidential and is intended solely for the use of the individual or entity to which it is addressed. Any verbal or written distribution or dissemination of this document is strictly prohibited.
- Quotation is valid for (30) days, subject to revision of cancellation.
- AVERY CONSTRUCTION LIMITED RESERVES THE RIGHT TO APPLY MTO PGAC ADJUSTMENT FORMULA AT THE TIME OF ASPHALT PLACEMENT.

Payment Terms:

Payment terms and conditions as per the Construction Act (2023). Late payments shall be subject to 2% interest per month of non-payment.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Avery Construction Limited</p> <p>Authorized Signature: </p> <p>Estimator: Greg Ford (705) 759-4800 greg@averyconstruction.ca</p>
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Playground Proposal:

In November of 2022, the Prince Township Parent/Child Resource Centre received funding from the DSSMSSAB in the amount of \$50,000 to support the design and implementation of a naturalized play space to be used by the EarlyON centre for families and community members. This play space is to be located on the property of the Prince Township EarlyON at 3042 Second Line West and be geared to children aged 0-12 years. The original contracted term of the verification of all expenditures was June 1, 2023. However, an update to that date has been provided by Tanya Ritter, Integrated Program Manager of Children's Services at DSSMSSAB, to December 20, 2023. At which time, the project can be revisited and another extension provided if required.

Upon reaching out to a variety of Canadian commercial playground equipment suppliers (eight to be exact), I only received responses from two. Original quotes provided unfortunately exceeded the allotted funding amount and had to be revised. In doing so, the space and equipment were modified to smaller, less elaborate pieces. Attached you will find the updated quotes provided by Blue Imp (Thunder Bay) and CRCS Recreation (Sudbury).

My goal, similar to that of the funding, is to provide the families of the EarlyON centre and Township community a natural, inclusive outdoor play space that provides all children opportunities to play, learn, explore, build friendships and engage in physical activity. Additionally, in alignment with the strategic plan/goals of the Township, the design and implementation of this play space will facilitate and promote economic development, while also attracting more residents to the Township.

There are a variety of aspects to consider when starting a project such as this. Not only is the outright purchase of equipment a major detail, but also the placement of said equipment, site preparation (excavation and removal of material), delivery and installation of equipment, and completion of play space surface (supply, delivery and install of landscaping material – sand, wood fiber, rubber matting, etc) are all integral pieces of this project.

With the above in mind, it stands to reason that the allocated amount will be quickly expended.

It is my understanding that the Township has a "Parks In Lieu" account that has been utilized in the past to enhance the development of local playgrounds. My hope is the Township Council sees the importance of this playground, and would be willing to contribute financially via the Parks in Lieu account to enhance the development and implementation of the space.

Sincerely,

Kate Parniak

See attached quotes:

PROPOSAL FOR A NEW PLAYGROUND



PREPARED FOR:

PRINCE TOWNSHIP



PREPARED BY:

Blue Imp

Zach Zubrecki, Sales Consultant

1-800-661-1462 ext. 223

zach@blueimp.com

www.blueimp.com

May 1, 2023





May 1, 2023

Prince Township
3042 Second Line W.
Prince Township, ON
P6A 6K4

Re: Proposal for a New Playground

To whom it may concern,

I am pleased to submit the following proposal to Prince Township for a brand-new inclusive play space. This play space has something for everyone from climbing, sliding, perching and inclusive play opportunities. Natural look items are also included using GFRC (Glass-Fibre Reinforced Concrete) products, ensuring a quality product is used, carrying a warranty, but still providing the look and feel to actual tree stumps.

Blue Imp is a proud, family owned and operated Canadian manufacturing company. Blue Imp has gained a credible reputation for high quality products backed by our superior warranty. We meet or surpass all criteria regarding all CSA safety standards. With that being said, we are ISO 9001:2015 certified as well as IPEMA certified.

If you need any clarification of the proposal, please feel free to contact me at any time to go over them. From layout to colour schemes to component choices, there are many possibilities and options for your playground design. I welcome any changes you would like to make to accommodate your needs.

Yours sincerely,

Zach Zubrecki
Blue Imp Recreational Products Ltd.





Prince Township
layout # A10409-C1 | J08335



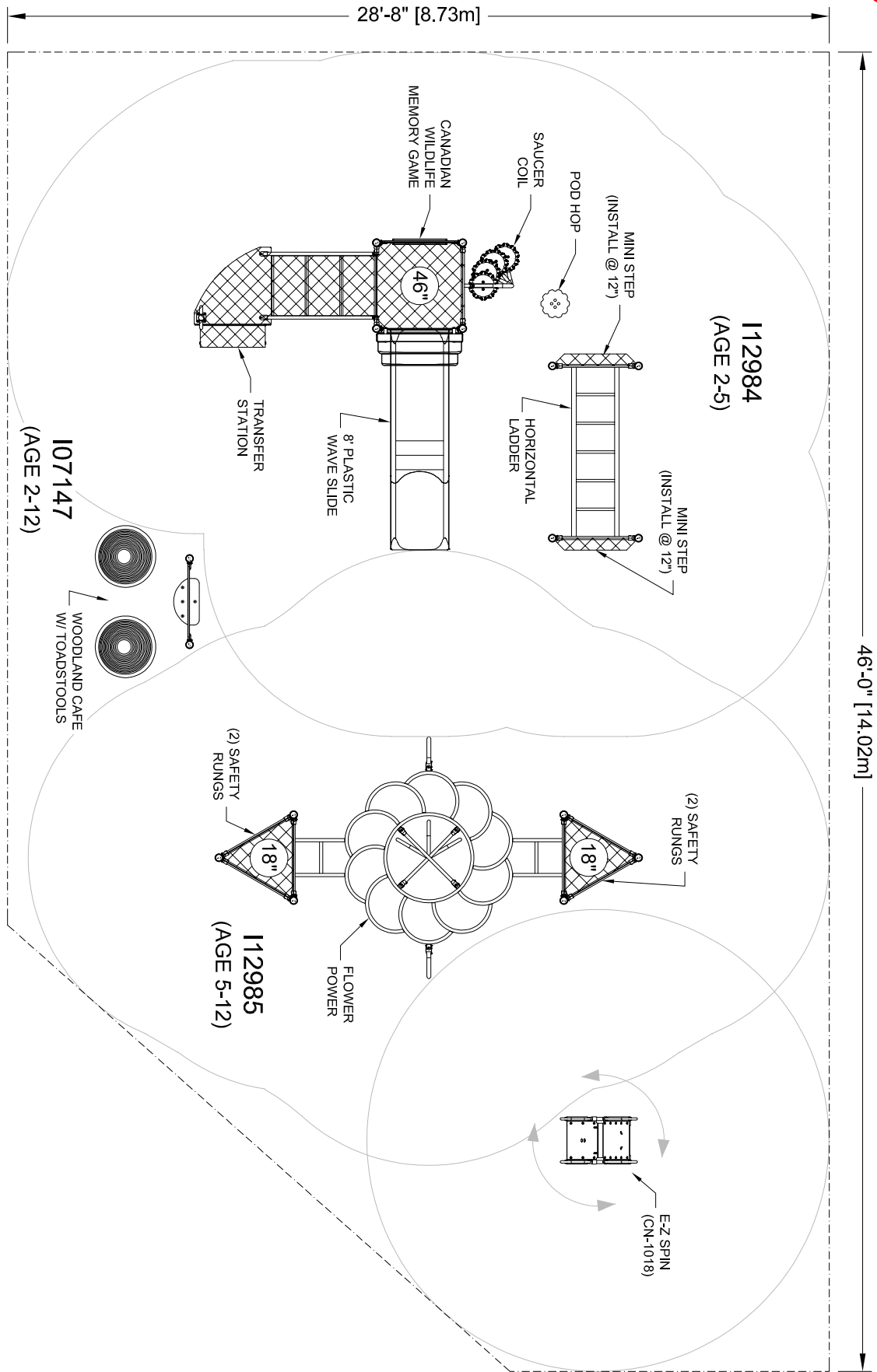
Note: Colours shown may not accurately reflect actual colours.



Prince Township
layout # A10409-C1 | J08335



Note: Colours shown may not accurately reflect actual colours.



BLUE IMP RECOMMENDS THAT SLIDES BE INSTALLED WITH SLIDE BEDS FACING BETWEEN NORTH AND EAST

- CONFORMS TO THE CANICSA-Z614-20 STANDARD - CHILDREN'S PLAYGROUND EQUIPMENT AND SURFACING*
- PERIMETER SHOWN REPRESENTS EXTENT OF REQUIRED SAFETY SURFACING. WIDTH OF BORDER MATERIAL MUST BE ADDED BEFORE EXCAVATION.

PRINCE TOWNSHIP
PRINCE TOWNSHIP, ON
BLUE IMP 10

LAYOUT #: A10409
JOB #: J08335
RECOMMENDED AGES: AS NOTED
PROTECTIVE SURFACING REQUIRED:
AREA: 1181 (sq.ft) PERIMETER: 140 (ft)
DRAWN BY: AS DATE: 25-APR-23

724 - 14TH STREET S.W., MEDICINE HAT, AB, T1A 4V7
TOLL FREE: 1-800-661-1462 FAX: (403) 529-0851
E-MAIL: sales@blueimp.com WEBSITE: www.blueimp.com

Prince Township		
Layout A10409		
Quantity	Description	
Modular Structure- I12984		
1	Saucer Coil	
1	Pod Hop	
1	Horizontal Ladder	
1	Canadian Wildlife Memory Game	
1	8' Plastic Wave Slide	
1	Transfer Station (2022) 46"	
1	Platform	
2	Mini Step	
8	Post – IMP Pre-Drilled	
		13,611.00

Modular Structure- I12985		
1	Flower Power Overhead (5-12yrs)	
2	Platform- Tri	
6	Post - IMP Pre-Drilled	
		6,663.00

Modular Structure- I07147		
2	The Toadstool Bench	
1	Storefront- Woodland Café	
2	Post – IMP Pre-Drilled	
		2,885.00
Additional Equipment		
1	CN-1018 E-Z Spin	3,490.00
Subtotal Equipment		26,649.00
Freight Estimate- FOB Prince Township		1,350.00
Supply & Deliver 60 cy. of EWF Surfacing		5,571.00
Installation <i>(Includes: Commercial installation of play equipment, install supplied EWF surfacing)</i>		19,525.00
Project Total		\$53,095.00
<i>H.S.T.</i>		<i>6,902.35</i>
<i>*Pricing valid for 30 days</i>		
<i>*Customer responsible for excavation, site preparation and supplying & installing wood border</i>		

BLUE IMP SPECIFICATIONS: ImpPLAY FORMAT



For sleek playground structures designed for smaller spaces and budgets, our ImpPlay format is the perfect solution. Features our *exclusive IMPut system*, the only authentic direct-bolt connection system in the industry. Components bolt directly into factory-drilled posts for efficient, hassle-free installation and an ultra-secure connection. Ideal for community builds or supervised installations.

ImpPLAY FEATURES

- sturdy, round support posts
89mm O.D. x 3mm (3.5" O.D. x 11ga)
- direct-bolt, clampless, tamper-resistant IMPut connection system with pre-drilled mounting holes for easy installation
- cast aluminum fittings and post caps
- stainless steel, tamper-resistant steel hardware
- high-performance, UV-resistant polyester powder coating



Features our exclusive easy-install, direct-bolt IMPut connection system.

GENERAL SPECIFICATIONS

All Blue Imp products meet or exceed the current CAN/CSA Z614, ASTM F1487 and CPSC standards.

- Support Posts: in-line galvanized Allied Flo-Coat steel with triple layer protection for maximum strength and corrosion resistance; lifetime warranty.
- Steel Components & Rails: in-line galvanized Allied Flo-Coat steel tubing with triple layer protection for maximum strength and corrosion resistance.
- Stainless Steel Slides: bedway constructed of 1.65mm (16ga) stainless steel. Durable, vandal-resistant, static-free (cochlear-implant friendly) and 100% recyclable. 20-year warranty.
- Hardware: corrosion-resistant, tamper-resistant steel for durability and safety.
- Rails & Connection Pipes: 33mm (1 5/16") O.D. steel tubing for strength and easy gripping.
- Finish: high performance, solvent-free super durable polyester powder coating for maximum UV and humidity resistance as well as colour and gloss retention in weather extremes. Life expectancy is three times longer than comparable coatings.
- Platforms, Ramps, Stairs & Stepping Saucers: one-piece perforated steel plate with heavy-duty vinyl coating for durability and resilience; perforations minimize moisture and ice retention.
- Plastic Panels: 19mm (3/4") thick, high-density UV-stabilized food-grade extruded polyethylene sheet.
- Plastic Slides: molded from medium-density, UV-inhibited food-grade polyethylene resin. Double-walled with an average wall thickness of 8mm (5/16").
- Rope/Net Components: 16mm (5/8") dia., constructed of 6 high-strength strands of steel wire and synthetic fibers, thermo-fix bonded over a 3-strand fiber core to form a durable yet flexible rope.
- Rootz Slats: composite wood material with Solid Core technology for maximum durability and damage resistance.



Div. of S.F. Scott Mfg. Co. Ltd. – est. 1917
1.800.661.1462 • www.blueimp.com





BLUE IMP'S EXCLUSIVE IMPut CONNECTION SYSTEM

super-sleek • easy-install
tamper-resistant • ultra-secure

Blue Imp's exclusive IMPut system is the only authentic direct-bolt connection system in the industry and is available in both ImpPLAY and MegaPLAY formats. Components bolt directly into factory-drilled posts, creating the most direct connection possible between the support post and the fastener. The result is a connection system that is super-sleek, ultra-secure and supremely easy to install.

FEATURES:

- industry-exclusive, authentic direct-bolt system
- self-tapping screw connects directly to factory-drilled posts, creating the most direct connection possible between fastener and post
- eliminates the need for a third part (i.e. threaded insert or rivnut fastener)
- rubber gaskets prevent moisture penetration
- screws and hardware are tamper-resistant

BENEFITS:

- easiest, most practical and most efficient to install
- absence of third part such as threaded insert or rivnut simplifies installation
- eliminates time-consuming problems such as starting a thread, cross-threading, rivnut spinning or falling out
- significant cost savings thanks to faster, hassle-free installation process
- ideal system for community builds or supervised installs
- a super-sleek, easy-install, tamper-resistant, ultra-secure connection system



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BLUE IMP “PLAY STRONG” WARRANTY

Having manufactured playground equipment for four generations, our mission remains to design and craft high-quality products that will stand the test of time.

LIFETIME WARRANTY

On all stainless steel hardware and steel support posts against structural failure due to corrosion or deterioration.

20-YEAR WARRANTY

On all stainless steel components against structural failure due to defective materials or workmanship.

15-YEAR WARRANTY

On all steel and aluminum components against structural failure due to defective materials or workmanship.

10-YEAR WARRANTY

On plastic slides and on vinyl-coated components against structural failure due to defective material or workmanship.

5-YEAR WARRANTY

On composite recycled plastic/wood against defective materials other than normal wear and tear; on bearings against defective materials and workmanship; on GFR (glass fibre reinforced concrete) products against structural failure due to defective materials or workmanship (does not include hairline cracks, chips or colour variations); On cable/net components, cable joints and cable terminations against breakage (does not include fraying or cosmetic defects).

2-YEAR WARRANTY

On all acrylic, polycarbonate and rubber products; on Gaga Ball brackets and wood Gaga Ball planks against structural failure due to defective materials or workmanship.



Warranty is valid provided that the equipment is installed in accordance with manufacturer's specifications and all applicable standards and is used as intended. Warranty does not cover vandalism, misuse or normal wear and tear. Warranty claims are assessed based on the current warranty.

WHY CHOOSE BLUE IMP

As Canada's longest-standing playground manufacturer—family-owned and operated since 1917—we design and fabricate a vast array of playground, park furniture and related products at our headquarters in Medicine Hat, Alberta. Our products are infused with family pride and backed by a comprehensive, hassle-free warranty for peace of mind.

MADE IN CANADA, MADE AWESOME

We proudly manufacture our playground and park products right here in Canada and having done so for four generations, we understand a thing or two about delivering the kind of quality Canadians expect and the kind of durability our climate demands. What Canada makes, makes Canada!

DESIGNING FOR YOUR NEEDS

Blue Imp specializes in bringing your ideas to life and adding a personal touch to each project. Our experienced design team strives to create engaging playgrounds that meet the needs of your particular target group, community or school. Our structures are thoughtfully designed to provide inclusive play experiences for varied ages and abilities and to develop physical literacy skills as well as provide sensory, imaginative and social experiences.

PLAY LONG, PLAY STRONG

At Blue Imp, we insist on using superior materials to craft highly durable products that stand up to enthusiastic play and extreme weather. We promote steel components for their longevity and vandal-resistance and we back our products with the best warranty in the industry.

SERIOUS ABOUT QUALITY & SAFETY

Blue Imp is proactive in promoting safety. Our products meet or exceed the safety guidelines set out by CAN/CSA Z614 as well as ASTM F1487. We are a member in good standing of IPEMA (the International Playground Equipment Manufacturer's Association) and are an IPEMA-certified facility. Our ISO9001:2015 certification ensures that our plant meets rigorous manufacturing standards.

ALWAYS HERE TO HELP

Understanding that each project presents unique challenges, we are here to help. From fundraising ideas and creative design solutions right through to installation support, Blue Imp provides expert advice and hands-on guidance every step of the way.



BLUE IMP CARES ABOUT GREEN

Caring for our environment and reducing our carbon footprint are important matters for us. In fact, when it comes to thinking green, Blue Imp led the way early on. In the 1930s, long before the word recycling was coined, Blue Imp founder Simon F. Scott reclaimed the steel tubing from decommissioned steam locomotives to manufacture swings and teeter totters. That mindset continues to the present as we endeavour to increase efficiency and source eco-friendly materials.

LEANER AND GREENER

Blue Imp continues to move forward with lean manufacturing initiatives to increase efficiency and reduce waste. From improving energy efficiency to using recyclable plastic wrap for shipping to ensuring that every piece of waste metal is collected for recycling, we are minimizing our impact on the environment.

ECO-FRIENDLY STEEL

Recognizing that steel is an eco-friendly material, we choose to use steel in our playground designs whenever possible and appropriate. Steel's long lifespan, high recycle content and easy recyclability make it more sustainable than other materials. In fact, steel is the most recycled material on the planet: two thirds of all new steel is generated from recycled content. Furthermore, once the time comes to replace your equipment, steel can be easily recycled (in most communities.



PVC-FREE PLASTICS & SOLVENT-FREE COATINGS

Along with steel, Blue Imp chooses materials that reduce environmental impact and risk to children. Our plastic components are a food-grade polyethylene resin free of PVC, lead and other heavy metals and can be fully recycled where facilities exist. Our polyester powder coatings are free of solvents and heavy metals.

MADE IN CANADA = GREENER

Because Blue Imp playground equipment is manufactured right here in Canada, our products do not have to travel the globe before they arrive in your community. The same goes for service and parts in the future. And that's a win for both you, the customer, for the environment!



BLUE IMP QUALITY COMMITMENT

At Blue Imp, we insist on using superior materials because we believe kids are worth it. Playgrounds may look similar at first glance, but when you take a closer look, you will find big differences in design, materials and warranty. Those differences matter to the longevity of your investment and the safety of your children.

LONG-LASTING QUALITY

Blue Imp builds products to make the fun last. We insist on using superior processes and materials in order to create products that will outlast rough play and weather extremes. It's all about putting fun first without compromising safety or quality.

MADE IN CANADA

As Canada's longest-standing playground manufacturer, we design products with the quality Canadians expect and the durability our climate demands. Made and tested in Canada, for Canada.

LEADING SAFETY

As a leader in playground safety, Blue Imp is proactive in ensuring that our structures meet or exceed industry standards set out by the Canadian Standard Association and ASTM International. Understanding that safety is about more than simply meeting a standard, we design with safety of children top of mind.

STEEL ADVANTAGES

When it comes to durability and vandal-resistance, steel outperforms other materials. That's why we choose to design with steel whenever suitable and possible. Not only does steel stand up to rough play and extreme weather, but as the world's most recycled material, steel is greener, too. Choosing steel reduces the use of plastic and at the end of its life cycle, steel can easily be recycled once again.

BACKED BY WARRANTY & PRIDE

As the longest-standing playground equipment manufacturer in Canada, we continue to stand behind our products with confidence, family pride and the best warranty in the industry.





COTTON CANDY

Colour the Fun!

At Blue Imp, we love having fun with colour! Choose one of our vibrant colour palettes or dream up a colour scheme of your very own.



KALEIDOSCOPE



MEADOW MIST



MANGO TANGO



STARBURST



NEON FIZZ



FIESTA



COSMIC



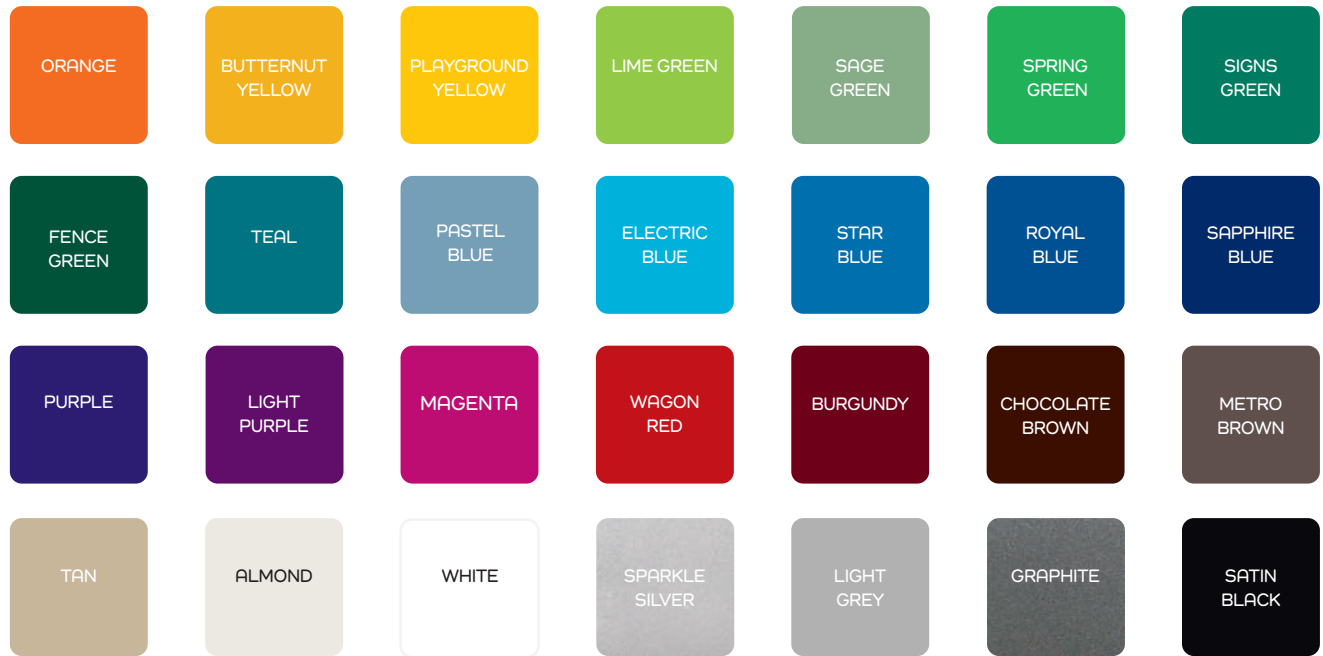
SANDSTONE



CEDAR LANE

Polyester Powder Colours

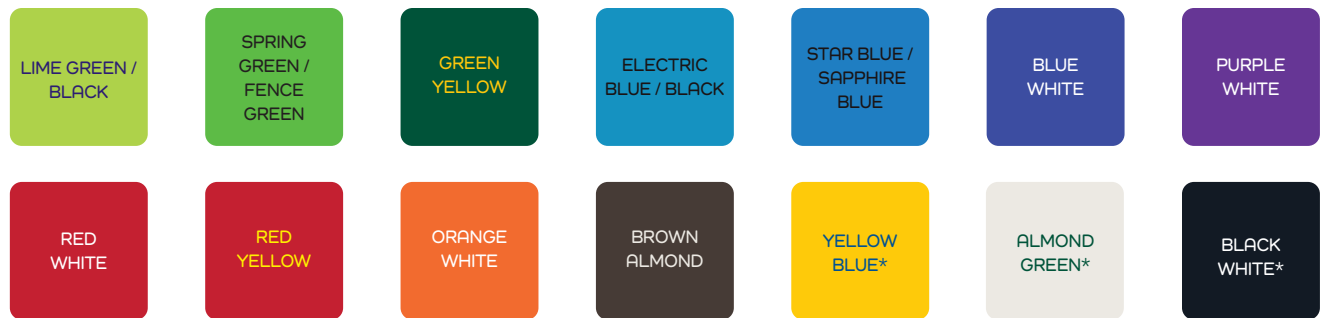
Count on long-lasting vibrance with our super durable polyester powder coatings, formulated for maximum UV stability, fade resistance and gloss retention.



Panel Colours

Panels are constructed of UV-stabilized polyethylene sheet for long-lasting vibrant colour.

**Indicates that the opposite colour scheme is also available.*



Vinyl Colours

Our heavy-duty vinyl coating comes in four colours and is applied to platforms, steps and park furniture.



Colours shown may not accurately reflect actual colours.



1.800.661.1462 • www.blueimp.com
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QUOTE

103 Napa Valley Dr
 Sudbury, Ontario. P3E 0G8
 Tel: (705) 522-5555
melissa@crsrecreation.ca

QUOTE NO. 23-9854758
 DATE April 18th, 2022
 CUSTOMER ID ELYON
 PROJECT: Proposed Playground

TO Early ON Child and Family Cnt
 3042 Second Line West
 Prince Twp, ON P6A 6K4

SALESPERSON		JOB SITE	PAYMENT TERMS		DATE
KS		Prince Twp	Net 30 days		5/18/23
PART ID	DESCRIPTION		UNIT PRICE	QTY	LINE TOTAL
PB22-73261	Playbuilder Structure 18months - 12 yrs, spring promo sale		\$36,390.00	1	\$22,074.00
304	Ten Spin		\$4,083.00	1	3266..40
LT0902	Tot Builders Friendly Fence		\$2,750.00	1	\$2,200.00
200202202	Maxplay 2 Bay Swing Set- 2 belt and 2 tot		\$3,780.00	1	\$3,024.00
FRT	FOB, Prince Township, ON		\$3,986.00	1	\$3,986.00
INSTALL	Installation of Equipment		\$11,500.00	1	\$11,500.00
ST PREP	Excavation and removal of material		\$6,000.00	1	\$6,000.00
Please note that shipping is estimated and actual charges will be finalized on order placement.			SUBTOTAL		\$48,784.00
			SALES TAX		additional
			TOTAL (CAD)		\$48,784.00

Quotation prepared by: Melissa Sheridan
 This is a quotation on the goods named, subject to the conditions noted below:
 All orders are verified and approved at our Sudbury location.
 State and local taxes are for the account of the buyer.
 Written CRCS Recreation quotations are valid for 30 days.
 There will be no holdbacks.
 All warranties are in place upon receipt of payment of goods.
 Currency: CAD

Thank you for your business!

To accept this quotation, sign here and return: _____



Group Benefits Proposal

The Corporation of the Township of Prince/EarlyON

Presented by:

Brad Gerrior

Apri Insurance Services Inc.

(705) 222-8745

brad.gerrior@apriinc.com

Quote Expiry:
August 5, 2024

Choose Benefits by Design (BBD) Inc.

Benefits by Design (BBD) Inc. is a Third Party Administrator providing best-in-class employee benefits for over twenty years. We're on a mission to help working Canadians stay happy, healthy, and financially secure by administering customized benefits plans tailored to meet their specific needs. Utilizing innovative technology solutions, we streamline processes like benefits administration and employee enrollment.

Here's what you get when you choose Benefits by Design:

A trusted Canadian company. With more than twenty years in the group insurance industry, BBD is a trusted provider to more than 46,000 working Canadians from 4,000+ employers across Canada.

A support team, just for you. You are assigned a specific BBD team who advocates for the health, stability, and smooth operation of your benefits plan.

A technology solution for simple benefits administration. Gain access to our secure benefits administration portal, Nomad, and utilize online enrollment to maximize employee participation in your plan.

Resources and information without the jargon. With BBD, you'll have all of the resources and information you need to see success with your benefits plan, without all of the complex industry jargon.

A green and socially responsible provider. From paperless invoices, a focus on online services and statements, to volunteering and community cleanup, we help the communities we work in thrive.

Proposal Assumptions

This quote is based on the following assumptions:

- Employees must be under the age of 70 in order to be eligible for Short Term Disability.
- Employees must be under the age of 70 in order to be eligible for Critical Illness benefits (unless current coverage is in place).
- The employer has been in business for a minimum of 1 year.
- The employer will pay at least 50% of the total premium.
- All full-time employees work a minimum of 20 hours per week.
- To be on a group plan, seasonal workers must work a minimum of 25 hours per week for 8 months of the year. Only earnings from the plan sponsor are eligible.
- Contract employees can be included if they provide services exclusively to the employer and are actively working for the employer on a regular full-time contract basis for a minimum of 25 hours per week within a minimum contract duration of 12 months and for whom the employer makes payroll deductions. Only income earned from the plan sponsor will be considered insurable for disability benefits or multiple of earnings for life benefits. Where coverage is extended to contract workers, participation is mandatory for all contract workers who meet the minimum hour requirement.

- No more than 50% of the eligible employees are members of the same family.
- All employees listed in the census have to have Canadian Pension Plan (CPP) or the Régie des rentes du Québec (QPP) and Employment Insurance (EI) deducted at the source (if eligible).
- Any employees on work visas have expiry dates that are at least two years from the effective date of the plan and have provincial replacement coverage.
- There are no employees currently with Native Status on the plan, as this would impact the taxability status of disability benefits for these employees.
- There are no employees off work due to a disability (unless disclosed at the time of quote).
- All employees have Workers' Compensation Board (WCB) coverage unless otherwise indicated.
- There must be at least 50% common ownership of the participating companies in cases of common ownership of multiple companies.
- Minimum participation requirements are met:
 - Groups with 10+ employees require 75% participation for contributory plans and 100% participation for non-contributory plans.
 - Groups with less than 10 employees require 100% participation.
- Premium rates and plan design to be implemented on the effective date will be recalculated based on the actual enrollment of eligible employees and the plan selected.
- This quote is based on the assumption that there are no employees/ dependents with in-Canada Extended Health claims exceeding the stop-loss pooling threshold. The standard pooling threshold is \$10,000 (excluding Quebec where the threshold differs based on group size).
- The employer is an incorporated company.
- All employees work a minimum of two hours.
- Note - The insurance industry recommends that spending account allocations do not exceed 10 - 15% of employment earnings. If any class has allocations over \$10,000, BBD will require approval from your financial or legal advisor in the form of an Excessive Allocation letter.

Rate Guarantees

For Life Insurance, Accidental Death and Dismemberment, Dependent Life and Long Term Disability rates are guaranteed for 28 months from the effective date. Please note, a 15% or greater change in demographics renders the 28 months guarantee void, and rates then renew after 16 months.

For Extended Health Care and Critical Illness rates are guaranteed for 16 months from the effective date.

Proposal

Employee Classes

Class A	Admin Staff
Class B	EarlyON Eligible Employees
Class C	All Eligible Road Superintendents & Labourers

Benefit Combination 1

HRIS by Collage HR
<p>Collage HR is a leading Human Resources, benefits, and payroll solution that allows employers to streamline their people and payroll processes through an easy-to-use platform. Collage HR offers leading management solutions to compliment BBD's benefits administration, including record management, performance reviews, time-off tracking, recruiting, employee training, and more.</p> <p>Collage HR is an optional benefit with no added cost. Groups who wish to utilize this added service are asked to inform BBD as part of the implementation process. Learn more about Collage.</p>

Life Insurance (Life) insured by Empire Life

Class Description	A - Admin Staff B - EarlyON Eligible Employees	
Benefit Amount	\$25,000	
Reduction of Insurance	Insurance reduces by 50% at age 65 (\$100,000 reduced benefit maximum) Insurance reduces by 50% at age 70 (\$25,000 reduced benefit maximum)	
Conversion	Available	
Termination Age	When the employee reaches age 75 or retires, whichever is earlier	
Included at no additional cost, and provided by People Corporation:		
People Connect Carepath supports employees and their dependents with Second opinion services, Cancer assistance, Health navigation and access to affordable Mental health support.		
People Connect Business Assistance Program (BAP) provides owners/managers one-on-one consultation with legal, financial, and people support. Onsite critical incident support services are available fee-for-service.		
Quoted Volume	\$162,500	Premium \$180.89
Quoted Rate	\$1.113	

Accidental Death and Dismemberment (AD&D) insured by Industrial Alliance

Class Description	A - Admin Staff B - EarlyON Eligible Employees
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Benefit Amount	\$25,000	
Reduction of Insurance	Insurance reduces by 50% at age 65 (\$100,000 reduced benefit maximum) Insurance reduces by 50% at age 70 (\$25,000 reduced benefit maximum)	
Conversion	Available	
Termination Age	When the employee reaches age 75 or retires, whichever is earlier	
Critical Disease Benefit provides plan members under the age of 65 a lump sum should they be diagnosed with a Covered Disease and become Totally Disabled from the Covered Disease.		
Quoted Volume	\$162,500	Premium \$6.37
Quoted Rate	\$0.039	

Dependent Life (Dep Life) insured by Empire Life

Class Description	A - Admin Staff B - EarlyON Eligible Employees	
Spouse Amount	\$10,000	
Each Child Amount	\$5,000	
Conversion	Available	
Termination Age	When the employee reaches age 75 or retires, whichever is earlier	
Prenatal Benefit provides plan members with a benefit amount for funeral expenses following a stillbirth.		
Quoted Volume	6 Units	Premium \$12.00
Quoted Rate	\$2.00	

Dependent Life (Dep Life)

Class Description	C - All Eligible Road Superintendents & Labourers
	Not covered for this benefit

Long Term Disability (LTD) insured by Empire Life

Class Description	A - Admin Staff B - EarlyON Eligible Employees
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Benefit Amount	66.667% of the first \$3,000 monthly salary, plus 50% of the balance Maximum Benefit: \$8,000 per month	
Non-Evidence Maximum	\$2,700	
Elimination Period	189 days	
Max Benefit Period	to age 65	
Definition of Disability	2 yr own occ	
Cost of Living Adjustment	Not Included	
CPP Offset	Primary	
All-Source Maximum	85%	
Tax Status	Non-taxable	
Termination Age	When the employee reaches age 65 or retires, whichever is earlier	
Quoted Volume	\$18,126	Premium \$654.36
Quoted Rate	\$3.610	

- Waiver of premium commences after 4 months of total disability.

Critical Illness (CI) insured by Industrial Alliance

Class Description	A - Admin Staff B - EarlyON Eligible Employees
Coverage Option	Employee Only
Employee Coverage	\$25,000
Covered Conditions	Cancer (Life Threatening), Aortic Surgery, Coronary Artery Bypass Surgery, Heart Attack, Heart Valve Replacement, Stroke, Alzheimer's Disease, Bacterial Meningitis, Benign Brain Tumour, Coma, Loss of Independent Existence, Loss of Speech, Motor Neuron Disease, Multiple Sclerosis, Paralysis, Parkinson's Disease, Aplastic Anemia, Kidney Failure, Major Organ Failure On Waiting List, Major Organ Transplant, Blindness, Deafness, Severe Burns, Loss of Limbs, Occupational HIV Infection.
Conversion	Available
Termination Age	When the employee reaches age 75 or retires, whichever is earlier

Multiple Event Coverage allows employees to claim multiple times upon diagnosis of unrelated covered conditions.

AdvanceCare Benefit available to employees and spouses only, the AdvanceCare Benefit pays 10% of the benefit amount on one AdvanceCare Benefit Condition. Payment of the AdvanceCare Benefit will

not affect the benefit payment for a subsequent diagnosis of a Covered Condition.

Quoted Volume	\$175,000	Premium \$159.32
Quoted Rate	\$0.910	

- For groups with less than 10 lives, if the family content is more than 50%, Industrial Alliance will decline to quote.
- For groups with 10+ lives, if the family content is 51% to 75% (inclusive), Industrial Alliance is prepared to consider coverage provided the family members submit medical evidence.

Extended Health Care (EHC) insured by Green Shield Canada

Class Description	A - Admin Staff B - EarlyON Eligible Employees
Catastrophic Only	No
Deductible	No deductible
Drugs	
Prescription Drug Plan	Direct Pay Mandatory Generic
Prescription Drug Deductible	No per-prescription deductible
Prescription Drug Co-insurance	80%
Pharmacy Arrangement	Members are eligible to save through Costco and PocketPills
Prescription Drug Maximum	Unlimited
Hospital	
Hospital Accommodation	Semi-Private
Hospital Accommodation Co-insurance	100%
Gender Affirmation	Reasonable and Customary Charges, limited to \$10,000 per lifetime
Vision	
Vision Benefits	Adult - \$300.00 every 24 months Child - \$300.00 every 24 months (Vision Benefits are paid at 100%)
Eye Examinations	Adult - Once every 24 months Child - Once every 24 months

Eye Examinations Co-Insurance	100%
Paramedical Services	
Paramedical Services Co-Insurance	100%
Paramedical Services	\$300 per practitioner per calendar year
Paramedical Practitioners	<p>Chiropractor, Registered Massage Therapist, Physiotherapist or Certified Athletic Therapist, Licensed Acupuncturist, Chiropodist or Podiatrist, Mental Health Services* (*Psychologist, Master of Social Work, Counsellor/Social Worker, Psychotherapist, MindBeacon Therapist Guided Program), Speech Therapist, Naturopath, Osteopath, Registered Dietitian.</p> <p>Paramedical Services are only eligible when the practitioner rendering the service is licensed by their provincial regulatory agency or they are a registered member of a professional association recognized by Green Shield Canada.</p>
Professional Medical Service and Supplies	
Private Duty Nursing	\$10,000 per calendar year
Orthotics	Coverage for orthotics and orthopedic shoes. Up to a maximum of \$300 per calendar year and orthopedic shoes are based on reasonable and customary charges when prescribed by the attending physician or a podiatrist
Hearing Aids	\$700 every 5 years
Co-Insurance	100%
Travel	
Travel Benefits	<p>Included</p> <p>60 day benefit to a maximum of \$5,000,000 per person per incident for emergency services and \$75,000 per calendar year for referral services</p> <p>Out of country claims are first dollar pooled</p>
Travel Co-insurance	100%
Other Provisions	
Overall Plan Maximum	Unlimited
Conversion	Available
Survivor Benefit	24 months with waiver of premium
Termination Age	When the employee reaches age 75 or retires, whichever is earlier
<p>Included:</p> <p>Preferred Pharmacy pricing through Costco and PocketPills. Both pharmacies offer plan members \$5.00 off per prescription if they have a co-insurance or a per prescription deductible. Not available in</p>	

Quebec.

Change4Life portal offers plan members the ability to win prizes for logging activities, signing up for reminders, and participating in courses to improve their health.

Phzio offers plan members the ability to meet with and complete their physiotherapy treatment program online on any digital device.

MindBeacon Therapist Guided Program offers effective, easy-to-access digital therapy guided by an experienced, regulated, mental health professional.

GSC On-The-Go Electronic App available.

Quoted Volume	1 Single	6 Family	Premium \$1,434.09
Quoted Rate	\$80.85	\$225.54	

Health Spending Account (HCSA) *insured by Green Shield Canada*

Class Description	A - Admin Staff B - EarlyON Eligible Employees		
Single Volume	\$800.00 per benefit year		
Family Volume	\$1,600.00 per benefit year		
Allotment Period	Annual		
HCSA Deposit Required	\$2,140 (with pre-authorized payment plan) \$3,210 (without pre-authorized payment plan)		
Benefit Year Start	January 1		
Rolling Type	Contribution		
Grace Period	90 days		
Termination Age	When the employee reaches age 75 or retires, whichever is earlier		
Quoted Volume	1 Single	0 Couple	6 Family
Fees	Total Annual HCSA Allotment: \$10,400.00 Maximum Administration Fee: \$1,248.00 Maximum Taxes Payable: \$1,173.12		
Maximum Annual Cost	\$12,821.12 * * This total is based on all employees using 100% of the funds allocated to them in their HCSA		

Employee Assistance Program (EAP) *provided by People Corporation Health Solutions*

Class Description	A - Admin Staff B - EarlyON Eligible Employees
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Plan Design	People Connect (EAP) (Confidential work, life and health support services)	
Coverage for	Employee and their dependents	
Termination Age	When the employee reaches age 75 or retires, whichever is earlier	
Quoted Volume	7 Units	Premium \$23.17
Quoted Rate	\$3.31	

Employee Assistance Program (EAP)

Class Description	C - All Eligible Road Superintendents & Labourers
	Not covered for this benefit

Standalone *provided by myHSA*

Class Description	C - All Eligible Road Superintendents & Labourers
Plan Design	HCSA
Single Volume	\$1,224 per benefit year
Couple Volume	\$2,200 per benefit year
Family Volume	\$2,200 per benefit year
Coverage	100%
Carry-over	No
Submission Deadline	90 days
Benefit Year Start	January 1
Expenses Covered	Dental Expense Items Extended Health Items Vision Items

Included:

Fully Electronic platform for claim submissions and payments - available via Computer or Mobile device
Real time reporting and payment updates
2 - 4 business days turnaround time for payments

Premium Summary

Quote Expiry: August 5, 2024

Proposal 1

Benefit	Class	Employees	Volume	Rate	Premium
Life	A - Admin Staff B - EarlyON Eligible Employees	7	\$162,500	\$1.113	\$180.89
AD&D	A - Admin Staff B - EarlyON Eligible Employees	7	\$162,500	\$0.039	\$6.37
Dep Life	A - Admin Staff B - EarlyON Eligible Employees	6		\$2.00	\$12.00
LTD	A - Admin Staff B - EarlyON Eligible Employees	7	\$18,126	\$3.610	\$654.36
CI	A - Admin Staff B - EarlyON Eligible Employees	7	\$175,000	\$0.910	\$159.32
EHC	A - Admin Staff B - EarlyON Eligible Employees	1	Single	\$80.85	\$80.85
		6	Family	\$225.54	\$1,353.24
EAP	A - Admin Staff B - EarlyON Eligible Employees	7		\$3.31	\$23.17
Total Monthly Premium			\$2,470.20		
Harmonized Sales Tax			\$3.01		
Provincial Sales Tax			\$195.76		
Total Monthly Cost Estimate			\$2,668.97		

Group Benefits Proposal

The Corporation of the Township of Prince/EarlyON

Presented by:

Brad Gerrior

Apri Insurance Services Inc.
(705) 222-8745
brad.gerrior@apriinc.com

Quote Expiry:
August 5, 2024

Coverage will not become effective until the application is accepted and approved by all insurers.

Employee Cost Breakdown

Proposal 1

Employee Name	Benefit	Volume	Premium
	Life	\$25,000	\$27.83
	AD&D	\$25,000	\$0.98
	Dep Life		\$2.00
	LTD	\$2,690	\$97.11
	EHC	Family	\$225.54
	CI	\$25,000	\$22.76
	EAP		\$3.31
Total Premium			\$379.53
	Life	\$25,000	\$27.83
	AD&D	\$25,000	\$0.98
	Dep Life		\$2.00
	LTD	\$2,694	\$97.25
	EHC	Family	\$225.54
	CI	\$25,000	\$22.76
	EAP		\$3.31
Total Premium			\$379.67
	Life	\$25,000	\$27.83
	AD&D	\$25,000	\$0.98
	LTD	* \$2,932	\$105.85
	EHC	Single	\$80.85
	CI	\$25,000	\$22.76
	EAP		\$3.31
Total Premium			\$241.58

	Life	\$25,000	\$27.83
	AD&D	\$25,000	\$0.98
	Dep Life		\$2.00
	LTD	* \$4,257	\$153.68
	EHC	Family	\$225.54
	CI	\$25,000	\$22.76
	EAP		\$3.31
Total Premium			\$436.10
	Life	\$25,000	\$27.83
	AD&D	\$25,000	\$0.98
	Dep Life		\$2.00
	LTD	* \$2,932	\$105.85
	EHC	Family	\$225.54
	CI	\$25,000	\$22.76
	EAP		\$3.31
Total Premium			\$388.27
	Life	\$25,000	\$27.83
	AD&D	\$25,000	\$0.98
	Dep Life		\$2.00
	LTD	\$2,621	\$94.62
	EHC	Family	\$225.54
	CI	\$25,000	\$22.76
	EAP		\$3.31
Total Premium			\$377.04
	Life	\$12,500	\$13.91
	AD&D	\$12,500	\$0.49

Dep Life		\$2.00
EHC	Family	\$225.54
CI	\$25,000	\$22.76
EAP		\$3.31
Total Premium		\$268.01

Employees marked with an asterisk are eligible for excess Life Insurance and/or Long Term Disability amounts above the Non-Evidence Maximum.

This cost summary reflects only the information we have available as of May 7, 2024 and is therefore subject to change. It is assumed that no employee or dependent is currently disabled unless brought to our attention prior to preparing this proposal.



Planners | Surveyors | Biologists | Engineers

April 16, 2024
P24356-135

Jillian Hayes, CAO
Prince Township
3042 Second Line West
Prince Township, ON
P6A6K4

Re: Engineering Services – Gagnon Road Bridge Replacement, Municipal
Class Environmental Assessment

Jillian,

TULLOCH Engineering Inc. (TULLOCH) appreciates the opportunity to provide this proposal for engineering services for the completion of a Municipal Class Environmental Assessment for the replacement of the Gagnon Road Bridge. The purpose of this proposal scope of work is to determine the most appropriate scope of work, i.e. water crossing type, in accordance with the *Environmental Assessment Act, R.S.O. 1990*. At the conclusion of this Assessment we would be pleased to provide a quotation for the detailed design of the structure.

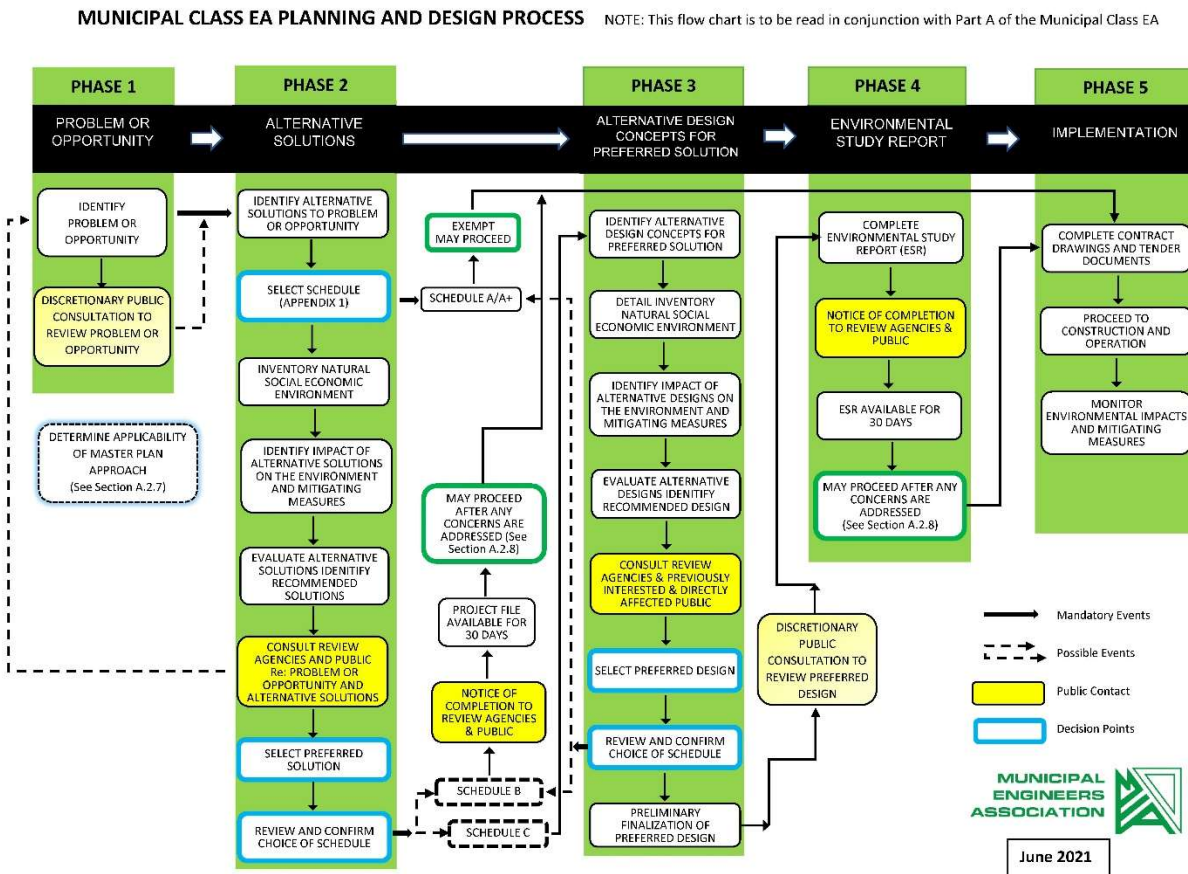
1. SCOPE OF WORK

The Gagnon Road Bridge is a single lane, single span cast-in-place concrete bridge located approximately 800m south of Highway 550. The bridge was constructed in approximately 1930 and currently has a single 16-tonne load posting. Based on the observed concrete deterioration and load limit on the structure, upon completion of the 2023 OSIM inspection the bridge was recommended for replacement.

As part of the bridge replacement process, a Municipal Class Environmental Assessment is required. In discussions with the Township, it is anticipated that the narrow single-lane structure will be replaced with a two-lane structure to meet the desired level of service. We have therefore prepared our scope of work and fee estimate assuming a **Schedule B Class EA**, which is categorized as follows:

Activities which require completion of Phase 1 and 2 of the Class EA planning process. Schedule B activities are approved subject to a screening process. Bridge and culvert replacement projects which fall under Schedule B generally include structure reconstruction that will not be used for the same purpose, use and capacity (hydraulic and/or roadway capacity) and have a total project value of less than \$2.4 million.

For reference, the phases of the Class EA are provided in the figure below, with a Schedule B required to complete Phase 1 and 2 only.



For completion of the Schedule B EA, the scope of work for this assignment will generally include the following tasks:

- 1. Geotechnical Investigation:** Based on our knowledge of the area, the site consists of poor bearing soil conditions. A geotechnical investigation will be completed to determine a suitable water crossing type and/or foundation type. Soil types as they relate to excavation during construction, and groundwater and dewatering implications during construction will also be factored into the report.
- 2. Topographic Survey:** Completion of a topographic survey of the bridge structure, adjacent roadway, and upstream and downstream embankments and watercourse. Topographic survey will be used to facilitate the hydraulic analysis and can further be used in the design phase of the project (not included in this scope of work).
- 3. Hydrology and Hydraulics:** Review of both hydrology and hydraulics. A hydrology report will be completed to determine the rate of flow as well as the volume of water at the structure. A hydraulics report will be prepared to determine the capacity of the embankments at the structure. The reports will then be utilized to provide a suitable overall geometry of a future structure which will determine possible structure types.

4. Environmental Review: Review of aquatic species-at-risk, bird nesting, and any other environmental restrictions at the site. Consultation with the appropriate regulatory agencies (Department of Fisheries and Oceans, Ministry of Natural Resources and Forestry, etc.) will also be completed at this time.

5. Heritage Review: Review the existing structure/site heritage and archaeological significance through completion of the *Municipal Heritage Bridges Cultural, Heritage and Archaeological Assessment Checklist*. Based on our recent experience with similar structures in the area, we anticipate that the existing structure and site will not contain any heritage or archaeological significance and will therefore not require a Cultural Heritage Evaluation Report or Archeological Assessment. We have provided our fee estimate based on this assumption.

6. Economic Analysis: Completion of an economic analysis of the various water crossing types that are suitable for the site.

7. Public Consultation: TULLOCH will host a Public Information Session to present the preferred solution for the bridge replacement and alternative solutions to meet the “Public Consultation” requirement of the Municipal Class EA.

2. FEES

We propose to perform the services outlined previously on a lump sum basis which will be invoiced monthly, subject to the exclusions made and limitations as outlined. TULLOCH's fees for this assignment are broken down as follows:

1. Geotechnical Investigation	\$27,000 + HST
2. Environmental and Heritage Review	\$12,000 + HST
3. Topographic Survey, Hydrology and Hydraulics	\$11,000 + HST
4. Economic Analysis, Public Consultation and EA Regulatory Requirements	\$14,000 + HST
TOTAL	\$64,000 + HST

Should the scope of work need altering during the course of the project, TULLOCH will endeavor to fairly negotiate with the client a scope amendment including an adjusted budget and schedule.

3. EXCLUSIONS

The following list of exclusions represents services or items that TULLOCH has not included as part of our price. Should you wish to engage TULLOCH to provide or arrange for the provision of any or all of these services or items, we would be pleased to provide a price to you, additional to this quotation.

- Completion of Phase 3 and 4 of the MCEA process (required for Class C EA). Upon completion of Phase 1 and 2, should a Class C EA be required we will notify the Township prior to proceeding.
- Completion of a Cultural Heritage Evaluation Report (CHER) or Archaeological Assessment. Should either be required upon completion of the heritage review we will notify the Township prior to proceeding.
- Engineering design services for proposed bridge replacement.
- Tendering services for proposed bridge replacement.
- Contract administration and site inspection services during construction for the proposed bridge replacement.

4. LIMITATIONS

TULLOCH will perform all professional services with the standard of care customarily observed by Professional Consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and government rules.

In no event, will TULLOCH be liable for indirect or consequential damages including, without limitation loss of use or production, loss of profits or business interruption.

5. CLOSURE

We trust you will find the information presented acceptable. Again, should you find our scope of work and associated fees acceptable, please contact the undersigned and we will forward an agreement for services for your review and endorsement.

We thank you for the opportunity to provide our services. If you have any questions, do not hesitate to contact the undersigned at your convenience.

Sincerely,
TULLOCH Engineering Inc.



John McDonald P.Eng.
Project Manager, Principal

Schedule “A”

Deputy Mayor Rotation Schedule: 2024-2026 Term of Council

Time Period:	Council Member:
June 2024 – April 2025	Melanie Mageran
May 2025 - Feb 2026	Jane Weir
March 2026 – Nov 2026	Margaret Christenson



CORPORATION OF THE TOWNSHIP OF PRINCE

2024 FONOM (Federation of Northern Ontario Municipalities) Conference Report

What is FONOM? The Federation of Northern Ontario Municipalities (FONOM) is the unified voice of Northeastern Ontario, representing and advocating on behalf of 110 cities, towns, and municipalities. Prince Township is one of the communities represented. FONOM is our Northern voice and therefore, in order to capitalize on valuable insights and updates relevant to elected officials and senior administrative staff we as a Council together with our administrative team have an obligation and *must* continue to collaborate with this invaluable organization! The FONOM conference provided a platform for vital discussions and knowledge exchange. I had the privilege of attending this event, recognizing its significance in shaping our municipality's future. Another intent of attending this conference was to discover the relevance of who may benefit attending the FONOM Conference. The FONOM Conference content is beneficial, relevant, and suited for Administration, Council Members, as well as Reeves/Mayors.

Among the diverse array of information sessions attended what I have learned to be most imperative / relevant and specific for Prince Twp is MOFA (Municipal Finance Officers' Association of Ontario) is presently offering *free* courses, workshops, webinars for a limited time and are subject to limited number of participants. These resources cater to individuals tasked with guiding municipal finance practices, encompassing fundamental areas crucial to local governance.

The following programs are available for in-house training:

- Municipal Finance 101: a fundamentals course
- Mastering the budget process: From planning to presenting to Council

- Reserve and Reserve Funds
- Long-term Financial Planning
- Development Charges 101

Prince Townships Administration *must* take full advantage of this training to those interested and or not trained in the programs listed above. The ultimate goal is to empower our team with the necessary tools and knowledge to better serve our constituents. Additionally, such training endeavors contribute to elevating the professionalism and forward-thinking ethos of our municipal workforce.

Upcoming MFOA Annual Conference:

Annual MOFA conferences *must* be attended in order to develop a strong networking relationship with Training and e-Learning Specialists responsible for delivering and or providing relevant municipal financial information that are crucial to our evolving financial landscape. The 2024 Annual Conference is scheduled for September 17th – 20th 2024.

Conclusion:

In conclusion, leveraging insights from events such as the FONOM conference and embracing opportunities like those provided by MFOA are instrumental in propelling Prince Township's growth trajectory. By prioritizing continuous learning and collaboration with esteemed organizations, we reaffirm our commitment to effective governance and the betterment of our community.

Mayor Enzo Palumbo

Prince Twp - Recreational Committee

Meeting Minutes

Attendees

Council Representative: Margaret Christenson (regrets)

Rec Members: Samantha Pigeau, Kristi Laforrest, Adam Lyons, Mary Jin-Moore

Other Attendees:

Regrets: Serena Madonna, Tiana Trutenko, Jane Weir

Purpose of the Meeting

1. Call to order
2. Approve minutes of meeting on March 20th, 2024
3. Business arising from previous meeting
 - a. Basketball Court upgrades
 - b. Keys for rec committee
 - c. Gain new members/volunteers
 - d. Create a page to add to the Prince Monthly Newsletter
4. New Business
 - a. Upcoming events
 - b. Volunteers
 - c. Update Social Media requests volunteers
5. Other business
6. Schedule next meeting
7. Adjournment

Summary of Discussion

Call To Order

- Meeting called to order 6:30 pm by Kristi

Approval of Meeting Minutes from November, 2023

- Motion to approve minutes by Kristi, M2C by Adam- Carried

Business arising from minutes

a. Basketball court upgrades

Adam and Chris are in contact and are hoping to start the 2nd week of May. Adam requested a letter of release from the Township to Avery construction to state they have permission to repave the basketball court.

Adam will keep us informed on the timeline of this and then we can plan a celebration or how to mark this event.

b. Keys for Rec

At the office, we just need to pick them up.

c. Calendar Updates

Sam from the office sent out an email to Kristi and Kristi sent it out to us. We don't have any events updated on the calendar, so we still can't see any bookings. The calendar seems to be updated on the Prince Website.

d. Create a page to add to the Prince Monthly Newsletter

We will ask Tiana to have this up and running for the end of May to have it in the June newsletter. The idea is to have a calendar or Rec events to just add to the end of every Prince Township Monthly Newsletter.

New Business

a. Upcoming Events

Yard sale - June 8th

- Only at people's houses, then we don't need to book the pavilion or community hall and this will be easier to run with the lack of volunteers.

Movie Nights

- Start in June

PickleBall

- Sam will reach out to try and get a try-pickleball night out in Prince. And will reach out to Jane to see if she can get the library to use this as a check in and check out system for us.

Tractor Parade - August 4th

- Be prepared to run the bbq portion of this event again

West End T-Ball Club

- They are still without an insurance sponsor (\$400). Sam suggested the Recreation Committee be a back up insurance sponsor in case one cannot be found. The Motion moved unanimously.

b. Volunteer

Advertise the next meeting on our socials and on the Prince Township newsletter. Start creating buzz or sneak peaks of our events coming soon. (please note the tractor parade is not our event. We just help out with the food) Hopefully starting our social and events again will help gain interest for people to join and volunteer.

c. Update Social Media requests volunteers

The committee is undecided on the best route to attract more volunteers.

1. Throw an event like a bbq for the new paving of the basketball court and talk to people during the event to try to get volunteers
2. Advertise our next committee meeting on our socials and the prince township newsletter, also have pizza there for attendees. Make sure there are ample events to discuss at this meeting.

Next Meeting

Date: May 21st @6:30pm

Meeting Adjourned: 7:14pm

Minutes of the Prince Township Public Library Board of Trustees

Thursday, March 7, 2024

Present: Acting Chair Bev Couch, CEO Rita Wagner, Treasurer Sandy Fulcher, Secretary Brittany Agliani, Hal McGonigal, and Jodi LaFleur

Regrets: Councillor Jane Weir, Helen MacKay, Mike Matthews and Vicky Taylor

Call to Order: at 5:39 pm

Minutes of the Last Meeting: Sandy Fulcher moved and Brittany Agliani seconded that the minutes from the meeting held on February 8, 2024 be approved with the correction of Bev Couch as Acting Chair.

Carried.

Business Arising from Last Meeting: None.

REPORTS:

CEO: Some highlights include:

- **Annual Survey** – To be completed by Brittany Agliani and Rita Wagner.
 - **Amend the Motion** – Hal McGonigal moved and Sandy Fulcher seconded that the Annual Survey is to be provided to the Library Board ~~and only any substantial difference in the figures compared to last year's survey to be advised to the Board.~~

Carried.

- **Book Club** – Still going.
- **Annual Survey** – To be completed by Brittany and Rita.
- **Weeding** – We are weeding the shelves and found organizations who will take the donations: Pheonix Rising, Mapleview, Youth Hub, Ontario Finish Rest Home, Rad Zone and the skeleton Key.
- **New Board Member** – Vicky Walls had advised Rita that she will not be attending the Board's meetings until perhaps the fall.

Treasurer:

- Sandy Fulcher reported that the bank balance was \$13,560.44 as of March 4, 2024.
- Sandy Fulcher reported that the net profit of the calendar fundraiser was \$4,455.53
- Sandy Fulcher reported that there was a correction to the budget when she did the final figures, there was a deficit of \$2,830.35

Sandy Fulcher moved and Brittany Agliani seconded that the Treasurer's Report be accepted as presented.

Carried.

Secretary: Brittany sent a greeting to Art Fink via Facebook Messenger to advise that we are thinking of him.

Friends of the Library Report:

- Brittany reported that she spoke to both the local Sault Ste. Marie and Ottawa office for Terry Sheehan and asking for his support for the Friends' CSJ grant application.

NEW BUSINESS:

- **Attendance Notification** – The Board would like all Board members to notify via email if they are not attending the upcoming meeting to ensure a quorum.

ADJOURNMENT: The meeting adjourned at 7:08 pm

NEXT MEETING: Regular meeting April 4, 2024 at 5:30 pm.

Minutes of the Prince Township Public Library Board of Trustees**Thursday, April 11, 2024**

Present: Acting Chair Bev Couch (until 6:12 pm), Chair Mike Matthews (arrive at 6:12 pm), CEO Rita Wagner, Treasurer Sandy Fulcher (arrive at 6:35 pm), Secretary Brittany Agliani, Hal McGonigal, and Jodi LaFleur

Regrets: None

Call to Order: at 5:37 pm

Minutes of the Last Meeting: Jodi LaFleur moved and Hal McGonigal seconded that the minutes from the meeting held on March 7, 2024 be approved with amendment that the Annual Survey does not need to be submitted to the Board for approval, prior to be submitting to the Ministry. The Board would like to receive a copy of the survey once completed.

Carried.

Business Arising from Last Meeting: None.

REPORTS:

CEO: Some highlights include:

- **Nonfiction and Fiction Books** – Still weeding them. The SAH Rehab has asked for some donations and Jodi has gotten a box ready.
- **Student Volunteer** – Fred Migwan (Mag LaHaye's grandson).
- **Bulletin Board** – Updated by Margaret Jackson.
- **OverDrive** – Stopping support for Androids with 7.1.0 version or older.
- **OLS Large Print Pool:** New large print pool with 20 titles, rotates quarterly and costs \$825.00.
 - **Motion:** Sandy Fulcher moved and Hal McGonigal seconded that the Library will participate in the Large Print Pool provided by Ontario Library Service (OLS) for cost of \$825.00, with \$125 of the cost being covered by money from the Office Supplies account.

Carried.

- **Annual Survey** – To be completed Friday.

Treasurer:

- Sandy Fulcher reported that the bank balance was \$12,298.80 as of April 11, 2024.
- We received \$5,135 from the Prince Township Council.

Sandy Fulcher moved and Bev Couch seconded that the Treasurer's Report be accepted as presented.

Carried.

Secretary: Brittany sent a card to Robert Duncan on the passing of spouse, Kathleen.

Friends of the Library Report:

- Brittany reported that she hasn't heard yet about the Canada Summer Job application.

NEW BUSINESS:

- **Art/Photo Competition:** Open contest to children ages 16 and under to submit an original photo or drawing of any medium of Prince Township inspiration to the Library by July 31, 2024; to be featured in the 2025 Library Community Calendar and win \$50 gift card to Airways General Store.

ADJOURNMENT: The meeting adjourned at 6:45 pm

NEXT MEETING: Regular meeting May 2, 2024 at 5:30 pm.



City of Stratford, Corporate Services Department

Clerk's Office

City Hall, P. O. Box 818, Stratford, Ontario N5A 6W1

Tel: 519-271-0250, extension 5237

Email: clerks@stratford.ca

Website: www.stratford.ca

April 25, 2024

Sent via email to: jkirkelos@lincoln.ca

Julie Kirkelos
Town Clerk
Town of Lincoln

Dear Julie Kirkelos:

Re: Resolution - Increased Funding to Libraries and Museums in Ontario

We acknowledge receipt of your correspondence dated February 28, 2024, regarding the above-mentioned matter.

The said correspondence was provided to Stratford City Council for their information as part of the March 25, 2024, Council meeting Consent Agenda (CA-2024-036). Council adopted the following resolution:

That CA-2024-036, being a resolution from the Town of Lincoln regarding Increased Funding to Libraries and Museums in Ontario, be endorsed.

Sincerely,
T. Dafoe
Tatiana Dafoe, Clerk

/mf

cc: Hon. Doug Ford, Premier of Ontario
Hon. Neil Lumsden, Minister of Tourism, Culture and Sport
Association of Municipalities of Ontario (AMO)
All Ontario municipalities

FONOM RESOLUTION:**Physician Recruitment**

WHEREAS that the Federation of Northern Ontario Municipalities (FONOM) recognized the urgent need for physicians in Northern Ontario as it is experiencing a shortage of trained physicians and specialist physicians;

AND WHEREAS life expectancy of Northern residents is more than two years lower than the Ontario average, and that mental health and addictions are at a 4X higher rate;

AND WHEREAS one in eight Northern residents does not have access to a family doctor and many must travel long distances to access health-care services representing the failure of health care in Northern Ontario;

AND WHEREAS communities in Northern Ontario require access to equitable health care, especially underserved rural, Indigenous, and Francophone communities;

AND WHEREAS Northern School of Medicine (NOSM) University's current base funding rates have not been increased sufficiently to accommodate growth and expansion;

THEREFORE BE IT RESOLVED THAT with the announcement of unprecedented medical expansion for NOSM University's medical programs, the Federation of Northern Ontario Municipalities strongly requests that the Provincial government grant NOSM University's request for a permanent increase in annual base funding of \$4.0 million before the end of this fiscal year so it can continue to deliver on the mandate that was originally established by the Conservative Government in response to the needs of Northern municipalities.

FURTHER BE IT RESOLVED THAT a copy of this motion be forwarded to Premier Doug Ford, Minister of Health and Deputy Premier Sylvia Jones, Minister of Colleges and Universities Jill Dunlop, MPPs Greg Rickford, Vic Fedeli, George Pirie, Ross Romano, Kevin Holland, Association of Municipalities of Ontario, Northern Ontario School of Medicine University, Federation of Northern Ontario Municipalities, Northern Ontario Academic Medicine Association and the leaders of the opposition parties of Ontario".

Nurse Recruitment in Ontario

WHEREAS, in 2020, Ontario had the lowest nurse-per-capita ratio in Canada, with 665 registered nurses (RNs) for every 100,000 people;

AND WHEREAS, Ontario would require 22,003 more working RNs just to reach the national average;

AND WHEREAS, the nursing shortage in Ontario is well documented and had reached crisis proportions even before the COVID-19 pandemic;

AND WHEREAS, the Ontario COVID-19 Science Advisory Table's recent report Burnout in Hospital Based Healthcare Workers during COVID-19 says that more than 60 per cent of health-care workers surveyed in multiple Canadian studies have experienced severe emotional exhaustion;

AND WHEREAS, Ontario nurses are leaving the workforce in droves because of retirement, burnout, change of occupations, and more attractive opportunities in the United States and elsewhere;

AND WHEREAS, The South Bruce Grey Health Centre has stated they do not have enough staff to continue to operate at their current level of service and announced the closure of the emergency department at the Walkerton Hospital from 8 p.m. to 8 a.m. effective December 27, 2021;

AND WHEREAS, This closure will have sweeping effects on workloads for local first responders, including police, firefighters and paramedics;

AND WHEREAS, This closure will add significant workload pressures to neighbouring health care services and facilities, and particularly Hanover and District Hospital;

AND WHEREAS, The council of the Municipality of Brockton has formally requested the County of Bruce to consider retaining a health services expert to examine nursing staff shortages in southern Bruce County and that the County of Bruce consider financial contributions up to \$10,000 for impacted municipalities to assist in addressing this shortage;

AND WHEREAS, South Bruce Grey Health Centre has determined that alternatives related to staffing shortages need to be considered to address the health care crisis;

NOW THEREFORE BE IT RESOLVED THAT, the Corporation of the Township of Prince hereby formally requests the Ministry of Health and Long-Term Care work with the Northern Nursing Teaching facilities to find an immediate solution to its staffing shortages;

FURTHER THAT, The Ministry of Health and Long-Term Care continue to work on strategies not only designed to recruit nurses to northern and rural Ontario, but also focus on retaining experienced nurses who are essential to critical and emergency care units

Mayor, Enzo Palumbo

CAO/Clerk – Treasurer, Jillian Hayes

May 9, 2024

Please be advised that during the regular Council meeting of May 7, 2024 the following resolution regarding seeking support for the Province and Federal Government to work together to help end the national housing affordability crisis.

RESOLUTION NO. **2024-224**
DATE: **May 7, 2024**
MOVED BY: **Councillor Branderhorst**
SECONDED BY: **Councillor Roberts**

WHEREAS there is an unprecedented national housing affordability crisis and substantial investments in new affordable social housing are required to address the overwhelming need;

WHEREAS substantial investments in revitalizing existing affordable social housing are required to maintain existing housing stock so as not to make the national housing affordability crisis worse;

WHEREAS social support expansions are required to prevent families choosing between housing and other basic necessities of life;

WHEREAS the national housing affordability crisis is most acute in Ontario, and unlike most Provinces and Territories in Canada, 47 Service Managers and District Social Service Administration Boards (SM/DSSAB) are responsible for delivering social supports, including housing affordability supports in this Province;

WHEREAS many of these 47 SM/DSSABs in Ontario are larger than many provinces and territories in other provinces in the country, but lack the revenue, policy tools and powers of the Provincial and Federal governments to end the housing affordability crisis on their own;

WHEREAS on March 25, 2024 our local SM/DSSAB (Prince Edward Lennox and Addington Social Services) was notified by the Province that the Federal Government would be cutting \$355 million in funding intended to support affordable social housing across the province, due to a disagreement about how community housing units are counted as part of the National Housing Strategy Action Plan;

WHEREAS any reductions in funding from the Federal and Provincial governments risks the termination of critically needed housing and social supports for some of the most vulnerable across Ontario;

NOW THEREFORE, BE IT RESOLVED THAT the Council of the County of Prince Edward requests that the funding dispute between the Federal and Provincial governments be resolved to limit mounting harms to some of Ontario's most vulnerable people;

THAT the Federal and Provincial governments to continue to fund SMs/DSSABs in an amount equivalent to the monies under the CMHC-Ontario Bilateral agreement in the National Housing Strategy until a new funding agreement can be reached;

THAT the Council of the County of Prince Edward advocate to the Federal and Provincial governments to establish a trilateral table including the SMs/DSSABs, to negotiate the final 3 year tranche of funding under the National Housing Strategy;

THAT Council direct the Mayor to write to the Provincial and Federal Ministers of Housing urgently requesting confirmation that financial support will continue for vulnerable households across Ontario currently in receipt of the Canada-Ontario Housing Benefit prior to May 31, 2024; and

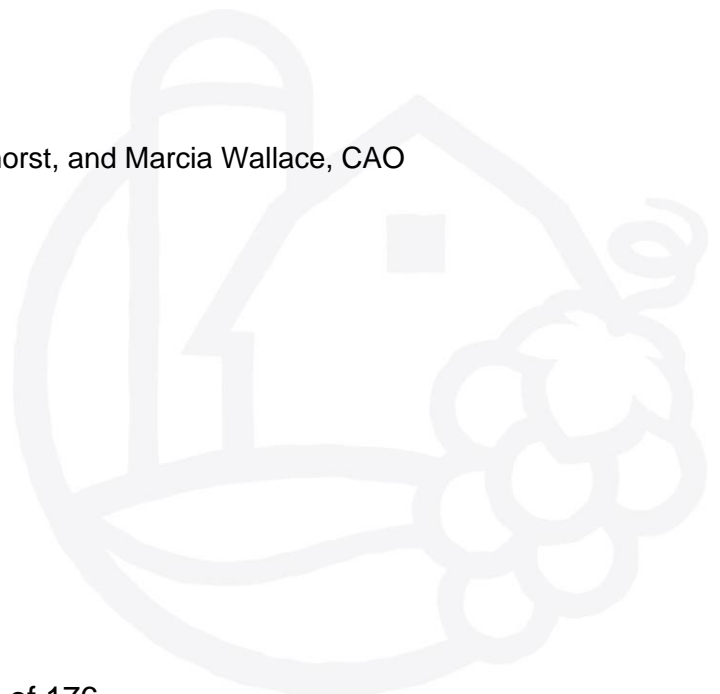
THAT a copy of this resolution be sent to the Minister of Housing, Infrastructure and Communities, Minister of Municipal Affairs and Housing, the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, the Ontario Municipal Social Services Association, Prince Edward Lennox and Addington Social Services, the Eastern Ontario Wardens Caucus, and all Ontario Municipalities.

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor Branderhorst, and Marcia Wallace, CAO





The Corporation of the Township of Prince

3042 Second Line West,
Prince Township, Ontario P6A 6K4

Phone 705-779-2992 Fax 705-779-2725

Support for Prince Edward's Resolution Seeking Support for the Provincial and Federal Governments to Help End the National Housing Affordability Crisis

WHEREAS there is an unprecedented national housing affordability crisis and substantial investments in new affordable social housing are required to address the overwhelming need;

WHEREAS substantial investments in revitalizing existing affordable social housing are required to maintain existing housing stock so as not to make the national housing affordability crisis worse;

WHEREAS social support expansions are required to prevent families choosing between housing and other basic necessities of life;

WHEREAS the national housing affordability crisis is most acute in Ontario, and unlike most Provinces and Territories in Canada, 47 Service Managers and District Social Service Administration Boards (SM/DSSAB) are responsible for delivering social supports, including housing affordability supports in this Province;

WHEREAS many of these 47 SM/DSSABs in Ontario are larger than many provinces and territories in other provinces in the country, but lack the revenue, policy tools and powers of the Provincial and Federal governments to end the housing affordability crisis on their own;

WHEREAS on March 25, 2024, our local SM/DSSAB (Prince Edward Lennox and Addington Social Services) was notified by the Province that the Federal Government would be cutting \$355 million in funding intended to support affordable social housing across the province, due to a disagreement about how community housing units are counted as part of the National Housing Strategy Action Plan;

WHEREAS any reductions in funding from the Federal and Provincial governments risks the termination of critically needed housing and social supports for some of the most vulnerable across Ontario; and urgently requesting confirmation that financial support will continue for vulnerable households across Ontario currently in receipt of the Canada-Ontario Housing Benefit prior to May 31, 2024; and

NOW THEREFORE, BE IT RESOLVED THAT the Council of Prince Township requests that the funding dispute between the Federal and Provincial governments be resolved to limit mounting harms to some of Ontario's most vulnerable people;

THAT the Federal and Provincial governments to continue to fund SMs/DSSABs in an amount equivalent to the monies under the CMHC-Ontario Bilateral agreement in the National Housing Strategy until a new funding agreement can be reached;

THAT the Council of Prince Township advocate to the Federal and Provincial governments to establish a trilateral table including the SMs/DSSABs, to negotiate the final 3-year tranche of funding under the National Housing Strategy;

THAT the Provincial and Federal Ministers of Housing urgently requesting confirmation that financial support will continue for vulnerable households across Ontario currently in receipt of the Canada-Ontario Housing Benefit prior to May 31, 2024; and

THAT a copy of this resolution be sent to the Minister of Housing, Infrastructure and Communities, Minister of Municipal Affairs and Housing, the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, the Ontario Municipal Social Services Association, Prince Edward Lennox and Addington Social Services, the Eastern Ontario Wardens Caucus, and all Ontario Municipalities.

Mayor, Enzo Palumbo

CAO, Clerk – Treasurer, Jillian Hayes



CORPORATION OF THE TOWNSHIP OF PRINCE

By-Law 2024-22

Being a BY-LAW to confirm proceedings and resolutions of Council for the Township of Prince which were adopted up to and including May 14th, 2024.

WHEREAS Section 5(3) of the Municipal Act, R.S.O 2001 as amended requires a municipal council to exercise its power by bylaw except where otherwise provided;

AND WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual bylaw;

NOW THEREFORE the Council for the Township of Prince enacts as follows:

1. **THAT** all actions of Council which have been authorized by a motion, resolution, direction, and other action of Council and adopted in open Council and that were recorded in the minutes of Council or the minutes of a Committee of Council and accepted by Council up to and including May 14th, 2024, are hereby ratified, authorized and confirmed.
2. **THAT** where no individual by-law has been or is passed with respect to the taking of any action authorized in the meeting mentioned in Section 1 hereof or with respect to the exercise of any powers by the Council at the above-mentioned meeting, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing the taking of any authorized action or required for the exercise of any power by the Council.
3. **THAT** the Mayor and proper officers of the Corporation of the Township of Prince are hereby authorized and directed to do all things necessary to give effect to the recommendations, motions, resolutions, reports, action and other decisions of the Council and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents in the name of the Township of Prince and to affix the seal of the Corporation thereto.

READ and passed in open Council on this 14th day of May 2024.

Enzo Palumbo, Mayor

Jillian Hayes, CAO Clerk - Treasurer

SEAL