

AGENDA

THE NINTH MEETING OF THE ONE HUNDRED AND THIRTY-SEVENTH COUNCIL OF THE CORPORATION OF THE CITY OF ST. THOMAS

COUNCIL CHAMBERS

CITY HALL

6:00 P.M. REGULAR SESSION

FEBRUARY 13, 2017

ROUTINE PROCEEDINGS AND GENERAL ORDERS OF THE DAY

DISCLOSURES OF INTEREST

MINUTES

DEPUTATIONS

COMMITTEE OF THE WHOLE

REPORTS OF COMMITTEES

PETITIONS AND COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS

BY-LAWS

PUBLIC NOTICE

NOTICES OF MOTION

ADJOURNMENT

DISCLOSURES OF INTEREST

MINUTES

Confirmation of the minutes of the meetings held on February 6th, 2017.

DEPUTATIONS

St. Thomas-Elgin Immigration Portal

Shelley Harris, Director of Employment and Settlement, YWCA St. Thomas-Elgin and Petrusia Hontar, Coordinator, St. Thomas-Elgin Immigration Partnership will provide a Power Point presentation on the “Welcome to St. Thomas-Elgin Immigration Portal” project. **Page 5**

South West Local Health Integration Network - Residential Hospice Plan Update

Lisa Penner, Palliative Care Lead and Clinical Co-Lead, South West Local Health Integration Network and Michele Harris, Executive Director, Elgin Hospice Palliative Care Collaborative will provide a Power Point presentation regarding residential hospice planning in Elgin-St. Thomas. **Page 6**

COMMITTEE OF THE WHOLE

Council will resolve itself into Committee of the Whole to deal with the following business.

STRATEGIC DIRECTION AND DEVELOPMENT

UNFINISHED BUSINESS

NEW BUSINESS

Assignment of Lease - St. Thomas Municipal Airport

Report CC-05-17 of the Airport Superintendent. **Pages 7**

BUSINESS CONCLUDED

COMMUNITY ENGAGEMENT AND SERVICES

UNFINISHED BUSINESS

NEW BUSINESS

Child Care Registry Waitlist and Online Fee Subsidy Application System

Report OW-05-17 of the Children's Services Supervisor. **Pages 8-37**

Planning Investment for Ontario Early Years Child and Family Centres

Report OW-06-17 of the Children's Services Supervisor. **Pages 38-61**

Capital Investments for New Child Care Spaces and a Family Centre in Rodney

Report OW-07-17 of the Children's Services Program Operations Co-ordinator. **Pages 62-73**

Funding for Children's Services Planning with Indigenous Partners

Report OW-08-17 of the Children's Services Program Operations Co-ordinator. **Pages 74-100**

BUSINESS CONCLUDED

INFRASTRUCTURE AND CIVIC OPERATIONS

UNFINISHED BUSINESS

Police Headquarters

Sign By-Law #6-2006 - Portable Signs - November 7, 2016

NEW BUSINESS

Asbestos Containing Materials Update

Report HR-04-17 of the Safety and Disability Manager. **Page 101**

BUSINESS CONCLUDED

CORPORATE GOVERNANCE AND ADMINISTRATION

UNFINISHED BUSINESS

NEW BUSINESS

BUSINESS CONCLUDED

REPORTS PENDING

COUNCIL

Council will reconvene into regular session.

REPORT OF COMMITTEE OF THE WHOLE

Strategic Direction and Development

Community Engagement and Services

Infrastructure and Civic Operations

Corporate Governance and Administration

A resolution stating that the recommendations, directions and actions of Council in Committee of the Whole as recorded in the minutes of this date be confirmed, ratified and adopted will be presented.

REPORTS OF COMMITTEES

Catfish Creek Conservation Authority

Councillor Tinlin will provide an update on the activities of the Catfish Creek Conservation Authority.

Kettle Creek Conservation Authority

Mayor Jackson will provide an update on the activities of the Kettle Creek Conservation Authority.

PETITIONS AND COMMUNICATIONS

Request for a Street Name

A letter has been received from Councillor Mark Tinlin requesting that the name Arthur Bruce “Doan” be added to the list of suggested street names for St. Thomas. **Page 102**

Elgin County - Basic Income Pilot Site

A letter has been received from Mark McDonald, Chief Administrative Officer, County of Elgin supporting the City’s application for St. Thomas-Elgin to become a pilot site under the Basic Income Project. **Page 103**

Township of Montague - Library Internet Connectivity Funding - Request to Endorse a Resolution

A request to endorse a resolution has been received from Jasmin Ralph, Acting CAO/Clerk, Township of Montague regarding funding for internet connectivity in libraries. **Pages 104-105**

Patrick Brown M.P.P. Simcoe North - Natural Gas Expansion

A letter has been received from Patrick Brown, M.P.P. Simcoe North supporting natural gas expansion in Ontario. **Pages 106-107**

UNFINISHED BUSINESS

NEW BUSINESS

BY-LAWS – Councillor Wookey

First, Second and Third Reading

1. A by-law to confirm the proceedings of the Council meeting held on the 13th day of February, 2017.

2. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas, Karen Noble, and 17 Charlton Aviation Inc. (Assignment of Lease - St. Thomas Municipal Airport - Part 1 on Reference Plan 11R-1602)

3. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and RBB Innovations Ltd. (Web-based child care registry and waitlist system)

4. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and Mission Systems Development Corp. (Web hosting and support services)

5. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Education. (Planning for implementation of Ontario Early Years Child and Family Centres - \$87,719 - Transfer Payment)

6. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Education. (Proposals for expanded access to culturally relevant indigenous led off-reserve early years programs - \$50,000 - Transfer Payment)

PUBLIC NOTICE

Sanitary Sewer Cost Recovery - Glenwood Street and Sunset Drive

Notice is hereby provided that Administration intends to introduce a report at the February 21, 2017 meeting relating to sanitary sewer capital cost recovery from benefitting property owners on Glenwood Street and Sunset Drive.

Notice is hereby provided that a by-law will be presented for Council consideration to authorize charges for capital costs associated with the construction of sanitary sewers for certain properties on Glenwood Street and Sunset Drive at its meeting on March 6, 2017.

NOTICES OF MOTION

ADJOURNMENT



Empowering Women & Families Since 1902!

Emergency and Transitional
Housing

Literacy and Basic Skills

Poverty Reduction Programs

Settlement Services

Aylmer Aquatic Programs

Recreation Programs for
Children and Youth

School Age Childcare and
Day Camps

Youth Leadership

Connections Retail Store

February 6, 2017

Mayor and Members of Council
The Corporation of the City of St. Thomas
P.O. Box 520 City Hall
St. Thomas, Ontario N5R 5V1

Dear Mr. Smale,

On behalf of the YWCA, I would like to request to appear as a delegation before the St. Thomas City Council on February 13, 2017 to provide an update on the *Welcome to St. Thomas-Elgin Immigration Portal* (www.welcometoSTE.ca), a project in partnership with the City of St. Thomas and the YWCA St. Thomas-Elgin.

The *Welcome to St. Thomas-Elgin* portal project was a collaborative community initiative funded by the Ontario Ministry of Citizenship and Immigration (MCI) and the work was supported by many local sector leaders and newcomers throughout the process.

I will be presenting the outline of our work as well as previewing the site itself along with Petrusia Hontar, Coordinator of the St. Thomas-Elgin Immigration Partnership.

Please do not hesitate to contact me should you have any question.

Yours truly,

Shelley Harris
YWCA St. Thomas-Elgin
Director of Employment and Settlement

Providing Services across Elgin County; Office locations at:

16 Mary St. W St. Thomas, ON N5P 2S3 t: 519-631-9800 f: 519-631-6411
25 Centre St. Aylmer, ON N5H 2Z4 t: 519-765-2082 f: 519-765-2280
160 Main St. West Lorne, ON N0L 2P0 t: 519-768-0020 f: 519-768-0401
www.ywcastthomaselgin.org



South West LHIN

January 26, 2017

To the City of St. Thomas,

Please accept this letter as a formal request to present the Residential Hospice Plan update for the South West LHIN to the city of St. Thomas during a future council meeting. Residential Hospice Planning in Elgin County has been identified as a priority by the Elgin Hospice Palliative Care Collaborative, the Hospice Palliative Care Leadership Committee and the South West LHIN.

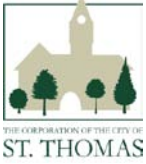
The Hospice Palliative Care Collaborative has developed a Residential Hospice Planning Subcommittee in Elgin County to work through future capacity of Residential Hospice. The purpose of the presentation will be to provide stakeholders with information as to where planning endeavors are at and how the subcommittee will continue to plan for beds in Elgin County.

A power point presentation will be provided to council in advance of the meeting. Lisa Penner, the South West LHIN Hospice Palliative Care Lead and Clinical Co-Lead and Michele Harris, the Executive Director of the Elgin Hospice Palliative Care Collaborative and Administrator of Bobier Villa and Elgin Manor would be the presenters of this project on behalf of the Hospice Palliative Care Network.

Please confirm receipt of this request to attend one of the future Council meetings.

Sincerely,

Lisa Penner
South West LHIN Hospice Palliative Care Lead and Clinical Co-Lead



Corporation of the
City of St. Thomas

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Report No.
CC-05-17
File No.

Directed to: Mayor Heather Jackson and Members of City Council

Date Authored:
February 2nd ,2017
Meeting Date:
February 13th, 2017

Department: City Clerk's

Prepared By: Dale Arndt, Airport Superintendent

Attachment

Subject: Assignment of Lease - St. Thomas Municipal Airport

Recommendation:

THAT: Report CC-05-17 relating to an assignment of lease at the St. Thomas Municipal Airport be received for information; and further,

THAT: Council concur with the assignment of lease of airport lands (Part 2, Reference Plan 11R- 4001) at the St. Thomas Municipal Airport from Can-Du Air Ltd. to Purple Hill Air Ltd.

Origin:

Request received from Ms. Sharon Martindale, President, Can-Du Air Ltd. to transfer the lease to Purple Hill Air Ltd., 22678 Purple Hill Rd, Thorndale Ontario, N0M 2P0.

Analysis:

Similar requests have been made by individuals wishing to assign their lease of St. Thomas Municipal Airport lands. The initial term of this lease is 40 years computed from the 1st day of April, 1993. (Approximately 16 years remaining)

Purple Hill Air Ltd. is owned and operated by John Goris. Mr. Goris currently operates both a flight school and an aircraft maintenance business at the St. Thomas Municipal Airport. The purchase of the former Can-Du Air Ltd. hangar will accommodate the growth in his aviation maintenance business since it was established two years ago.

I have no objection to the proposed lease transfer.

Existing Policy:

Council has authorized the assignment of lease of Airport Lands from one hangar owner to another provided that the perspective purchaser has met with Council approval.

Financial Considerations:

An administration fee of \$200.00 has been charged and received from Can-du Air Ltd.

Respectfully submitted,

Dale Arndt,
Airport Superintendent

Reviewed By: _____
Treasury

Env.
Services

Planning

City
Manager

Human
Resources

Parks
Recreation

**W.S. GRAVES
CITY MANAGER**

City Clerk



Corporation of the
City of St. Thomas

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Report No.
OW-05-17

File No.

Directed to: Mayor Heather Jackson and Members of City Council

Date Authored:
January 25, 2017
Meeting Date:
February 13, 2017

Department: St. Thomas-Elgin Ontario Works

Prepared By: Irma Pedersen, Children's Services Supervisor

Attachments
1. RBB agreement
2. Mission Systems agreement

Subject: Child Care Registry Waitlist and Online Fee Subsidy application system

Recommendation

THAT Report OW-05-17 related to the Centralized Child Care Waitlist and Online Fee Subsidy Application System be received for information; and

THAT Council approves the procurement of the web-based solution to support the Centralized Waitlist for Child Care and the Online Fee Subsidy Application system and the ongoing support of this application with RBB Innovations Ltd.; and

THAT by-laws be prepared authorizing the Mayor and Clerk to execute the agreements with RBB Innovations Ltd. and Mission Systems Development Corp.

Background

Children's Services continues to address provincial changes and increased responsibilities under the new Child Care and Early Years Act (CCEYA). As the Consolidated Municipal Service Manager (CMSM), St. Thomas – Elgin Ontario Works Children's Services is responsible for managing an increasingly coordinated and integrated early learning and child care system for St. Thomas and Elgin County.

Since 2005, Children's Services has used the provincially-funded Ontario Child Care Management System (OCCMS) developed by the Region of York to manage child care fee subsidy applications and to determine eligibility for child care fee subsidies. The OCCMS system is used province-wide. However OCCMS is limited and does not provide information on system-wide wait list demand and other data for non-subsidized child care spaces. Currently, Children's Services does not have access to overall information to help inform children's services systems planning.

In the organizational review report of Children's Services prepared by Kathryn O'Hagan-Todd which was presented to Council on April 18, 2016 (Report OW-08-16), the consultant recommended the Children's Services division adopt new technologies to reduce intake and application processing tasks, address high case loads in children's services, and enhance data collection and analysis capabilities to support planning for expansion of child care and family programs.

Since the review, staff has been investigating a web-based centralized access and online application program for both child care and fee subsidy applications called OneHSN (One Human Services Network) developed by RBB Innovations Ltd. OneHSN is an integrated web-based child care application and waitlist system which streamlines the way families access information about child care services, register with child care providers, and apply for child care subsidies. The program offers a single point of access to allow families to apply for child care at home on their computers, tablets, at a library, or other location. Along with applying for a child care space, parents are also able to access the online fee subsidy application.

As well, OneHSN allows child care providers and Service Managers to process applications and manage wait lists more efficiently. Currently nineteen Ontario Service Managers use OneHSN in their children's services divisions, including the neighbouring municipalities of the City of London, Oxford County, Chatham-Kent, and Haldimand-Norfolk.

With this type of centralized registration system for all child care spaces, fee subsidy or otherwise, supply and demand data for the larger child care system will be available to the City, providing the type of information necessary for system service planning and management. In addition to more meaningful data, online registration will also enhance accessibility for families and redirect the fee subsidy application process in a more efficient manner.

The benefits of moving to a new system

Currently families, both full-fee paying parents as well as subsidized families who require child care,

must contact each child care centre independently and find out the information they need regarding hours of care, opening and closing times, available spaces, summer programs, and fees. Their search must be done during business hours, by phone, or with a search of the child care program's web site, if one is available. If the child care program has a waitlist, families must apply to each child care program independently. This is time consuming for both the families and for the programs.

Currently, once a space is located, families who require fee subsidies must call the intake line. Basic information gathered at intake is forwarded to two Child Care Assessment Coordinators who contact the families to schedule in-person interviews at which eligibility is reviewed and applications are processed.

The OneHSN Fee Subsidy module provides families with an option to complete fee subsidy applications on-line. Verification information is submitted electronically, saving steps and time for families and staff and resulting in more streamlined and efficient application processing. The Fee Subsidy Manager Module links directly to the OCCMS system.

Proposal to implement OneHSN in St. Thomas-Elgin

The Children's Services Supervisor proposes to implement the OneHSN program for children's services in St. Thomas and Elgin County.

Implementing OneHSN will have three significant impacts:

1. It will allow for better collection of how and by whom the child care system as a whole is being used. This data will permit better analysis and more informed decision-making and, ultimately, benefit the community's children and families.
2. The centralized registration process will increase the flexibility and accessibility for families. They will be able to better navigate the child care system and to do so at their convenience.
3. OneHSN will assist with the intake process for fee subsidy and permit the Child Care Assessment Coordinators to focus on serving families applying for fee subsidy.

For child care providers, the web-based system should help to reduce vacancies. The child care programs rely on full enrollment to maintain operational efficiency. Vacant spaces result in loss of revenue and over time, this has a negative impact on viability of the programs. When surveyed recently, most of the child care program operators named managing enrollment as their primary challenge.

Child care agencies in St. Thomas and Elgin have been part of the ongoing discussions regarding the implementation of OneHSN. At a meeting of the Elgin Child Care Advisory Committee (ECCAC) on May 30, 2016, the group endorsed moving forward with OneHSN. Child care agencies will be consulted during the implementation, training and customization process.

OneHSN addresses the following recommendations in the 2015 Review of Children's Services report:

- Leverage technology
- Provide better, easier, and faster client service
- Increase awareness and communication
- Integration of one intake system and one point of contact for families applying for child care
- Reduce the length of appointments times
- Reduce paperwork
- Increase efficiency without the hiring of additional staff
- Modernize; -many family now use technology for daily activities
- Establish accurate and reliable systems for statistical information, data collection, and analysis for system wide planning

Time line for implementation

Implementation will begin as soon as possible, with OneHSN expected to be fully active for families to access in 2017. Pending Council's approval of the recommendations in this report, the following implementation steps will take place:

1. Technical preparations will be completed by RBB Innovations Ltd.
2. RBB will provide training for Children's Services staff and child care provider staff
3. Anticipated go-live of OneHSN for St. Thomas/Elgin is May 2017

Financial Implications

OneHSN fees are based on the number of licensed child care centres. In St. Thomas/Elgin, there are 37 centres or sites.

Along with accessing the OneHSN system, Children's Services proposes to purchase hosting services for OCCMS from Mission Systems Development Corp. to facilitate easier upgrades and for consistency of service. Currently the OCCMS application is located on a City of St. Thomas server. The annual hosting cost is included in the pricing schedule below. The City's IT Network Administrator has been

consulted, has reviewed the service agreement, and has no concerns with contracting the service to Mission Services going forward.

OLAF refers to the interface application which connects OCCMS and OneHSN; this application screens fee subsidy applications for completeness and accuracy before submission to OCCMS. It is anticipated the clerical intake staff will receive the incoming applications. Once applications are submitted to OCCMS, the Child Care Assessment Coordinators will proceed with eligibility processing and placements.

One-time and annual costs will be covered through the total operating funding envelope provided by the Ministry of Education. For 2016, the operating allocation for St. Thomas/Elgin was \$6,851,497 which is used for administrative support, fee subsidies, and operating supports for child care providers. There is no cost to the City to purchase the OneHSN system and hosting services.

One-time Costs

| | |
|---|------------------|
| OneHSN Child Care Find, Apply and Waitlist Module | \$18,600 |
| OneHSN Fee Subsidy Manager Module | \$ 9,500 |
| OneHSN API customization | \$2,800 |
| One Time set up for Mission API customization | \$2,800 |
| Total one-time costs | \$ 33,700 |

Annual Costs

| | |
|---|-----------------|
| OneHSN Child Care – Find, Apply and Waitlist | \$15,000 |
| OneHSN Child Care – Fee Subsidy Manager Module | \$7,500 |
| OneHSN Functional Support Help Desk | \$10,000 |
| OneHSN Vacancy Manager Module | \$3,500 |
| Support for OCCMS – OLAF interface <i>(connection to OCCMS)</i> | \$3,000 |
| Total OneHSN Annual Costs | \$39,000 |


| | |
|---|------------------|
| Mission on-going Hosting Cost of \$750/month | 9,000 |
| On-going Costs \$500/month for OneHSN API support | 6,000 |
| Annual Total Mission Costs | \$15,000 |
| Total Annual costs | \$ 54,000 |

Council’s approval of the recommendations in this report is respectfully requested.

Submitted by



Irma Pedersen
Children’s Services Supervisor

Reviewed By: 


Treasury


Env Services

Planning

City Clerk

Human Resources


W.S. GRAVES
CITY MANAGER


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THIS AGREEMENT made in quadruplicate this ____ day of _____, 2017.
(the "Effective Date")

BETWEEN:

The Corporation of the City of St. Thomas
Hereinafter referred to as the "Client"

- and –

RBB INNOVATIONS LTD.
Hereinafter referred to as the "Contractor"

WHEREAS the Client expressed interest to procure a hosted, web-based Child Care Registry and Waitlist solution;

AND WHEREAS the Contractor submitted a proposal dated November 14, 2016;

AND WHEREAS the Client and the Contractor have agreed that the Contractor will provide the Client with the OneHSN Childcare Application & Registry Solution and add-on modules on the terms and conditions contained in this agreement;

NOW THEREFORE in consideration of the premises and mutual covenant and agreements herein, the parties hereby covenant and agree as follows:

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are attached and form an integral part of this Agreement. In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document which appears first on the list shall prevail:

- (a) This Agreement between the Client and RBB;
- (b) Proposal to implement the OneHSN Childcare Application and Waitlist Module –Dated November 14, 2016;

2. DEFINITIONS

The following words and terms shall have the following meanings when used herein and such definitions shall apply to both the singular and plural forms of any such words and terms:

"Acceptance Date" means the date on which the Client provides written notice to the Contractor that the Software has passed all acceptance tests in accordance with the provisions of clause 5 or has otherwise been accepted by the Client under clause 5.

“Child Care Providers” means Municipal Home Child Care, Municipal Child Care Centres, Licensed Child Care Agencies, Licensed Child Care Providers, Licensed Home Child Care Agencies, Licensed Home Child Care Providers, School Boards and Schools.

“Effective Date” means the date on which the rights and obligations under the agreement become operational.

“Go-Live Date” means the date on which both parties agree to publish the production site to the public.

“Testing End Date” means the date that the Client has completed their acceptance testing against a fully configured version that will be duplicated and published as the production version.

“Termination Date” means the specific date established if the Agreement was to be terminated under any one of several clauses.

“Term Start” means the start of the Agreement term is the Effective Date or date the contract is dated and signed by both parties.

“Term End” means, excluding the execution of a Termination clause, the Agreement Term End will be 3 years after the Acceptance Date as defined above. Client has an option to extend the Term End date up to 5 years after the Acceptance Date.

“Core Support Services” means Maintenance Support and User Support;

“Maintenance Support” – means continuous system improvements, bug fixes, corrections, modifications, some system-wide enhancements and upgrades, and new releases to the software services. Maintenance Support is available for Client employees, Child Care Providers, ELCC End Users and Public End Users. Maintenance Support relates to issues or problems that are technical in nature (e.g. broken links, page will not display, page will not refresh, etc) available 8:00 am to 5:00 pm Monday to Friday with the exception of statutory holidays with escalation for issues as per the service contract. **Maintenance Support is included in the annual Software as a Service fee as per this Agreement as a core service and includes unlimited incidents.**

“On-Demand Service Requests” – means such requests for service as:

- Requirements and analysis services
- Design planning
- Development Services (e.g. preparing and sending notifications, creating reports, etc)
- User Training
- Implementation Services (e.g. turning on new configurable features such as Prioritization)
- Project Management
- Documentation
- Increased Incidents
- Consulting

“Support Packages” – means the pricing and number of incidents included in the package purchased by Client. An incident would be a ticket that is opened for every call/email RBB’s Support team handles. Additional support package bundles are available upon request.

“User Support” – means user support via telephone or email to assist users (Client employees, Child Care Providers, ELCC End Users and Public End Users) on how to use the system, configuration, setting up programs, deleting programs, transferring waitlists, verifying application, assistance with aspects of their account (e.g. login, passwords, deleting applications, changing start dates, finding programs, etc). User Support is available 8:00 am to 5:00 pm Monday to Friday with the exception of statutory holidays.

Client has the right to direct RBB Support team to limit assistance to individual users in order to control the consumption rate of incidents. RBB maintains and provides on regular intervals User Support metrics for Client consideration.

This support is considered core service and therefore is also included in the annual Software as a Service fee as per this Agreement at the Basic Package level of Support Packages.

“Client Data” means all data, information or material including Personal Information that the Client or the Client End Users or the Public End Users enter into the Licensed Software or have entered on their behalf or that the Child Care Providers processes that are related to the provision of Client child care waiting lists and updates in accordance with this Agreement;

“ELCC End Users” means Early Learning and Child Care Providers and related employees who access the Licensed Software by means of the Website;

“Enhanced Support” means an option to increase Client’s support related activities but with flexibility and at lower cost per hour. Depending on Client’s needs, you are able to direct those hours toward a variety of On-Demand Service Requests.

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“Beyond the Control” means any event or occurrence that was neither initiated, could be prevented from happening or can be remediated by either party without external or third party intervention. Some examples include but are not limited to acts of God, weather disruptions, personnel sudden death or serious sickness, grid energy or connectivity failures, civil unrest, and acts of violence or terrorism.

“Event of Default” means the following shall constitute, without limitation, acts or events of default by the Contractor:

- (a) Where the Contractor fails or neglects to commence or to proceed with the provision of Services diligently and at a rate of progress that in the reasonable opinion of the Client will ensure entire completion within the time provided for in the Agreement;

- (b) Where the Client determines reasonably that the Contractor has abandoned its duties with respect to the Services or failed to observe and perform any of the provisions of the Agreement, the determination of which the Client shall be the sole judge;
- (c) Where the Contractor fails to comply with and maintain in good standing any insurance policies, professional certificates, permits, licenses or approvals required by the Agreement or commits any acts or omissions that jeopardizes or may jeopardize these policies, permits, licenses or approvals;
- (d) Where the Contractor fails to comply with or breaches or violates any provision, term, covenant, warranty, condition, responsibility and/or obligation of the Agreement;
- (e) where any representations or warranty of the Contractor in this Agreement or in any document or certificate required to be given pursuant to this Agreement shall prove to have been incorrect in any material respect when made or the Contractor fails to comply with any law;
- (f) Where the Contractor fails to comply with any reasonable instruction or reasonable direction of the Client; or
- (g) Where the Contractor makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or makes a proposal to its creditors.

“Licensed Software” means the Contractor hereby grants to the Client (and to each employee of the Client who accesses the Software as a Service by means of the Client's account and authorized password, and to each ELCC End User who accesses the Software as a Service by means of the Website), subject to all of the terms and conditions of this Agreement, the Software as a Service via the internet and to use the Software as a Service solely for business purposes in accordance with the terms set out in this Agreement.

“Personal Information” means personal information as defined by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

“Public End Users” means members of the public who access the Licensed Software by means of the Website;

“Software as a Service” means the non-exclusive license to access and use the OneHSN Childcare Application & Waitlist Software and Core Support Services;

“Subscription Pricing” means the same as Software as a Service;

“On-Demand Service Requests” means services delivered by OneHSN qualified staff such as:

- Requirements and analysis services
- Design planning
- Development Services (e.g. preparing and sending notifications, creating reports, etc)

- User Training
- Implementation Services (e.g. turning on new configurable features such as Prioritization)
- Project Management
- Documentation
- Increased Incidents
- Consulting

“Services” means the services provided to the Client in accordance with this Agreement including the Software as a Service and Core Support Services;

“Enhancement Request” means a Client request for a functional design not currently in the solution but extends value to all OneHSN clients using the OneHSN Childcare Application & Waitlist Software. Under such a request, Contractor builds and provides annually a pool of enhancements that all of Contractor clients who have the option to use. There is a limited pool of technical design and development resources allocated to annual enhancement offerings. This pool continues to grow as more clients utilize the solution and contribute annually.

“Customization Request” means a Client request for functional design not currently in the solution and does not extend any value to other OneHSN clients using the OneHSN Childcare Application & Waitlist Software and only benefits the Client. Under this type of request, the level of effort is estimated and a fixed cost quotation is provided to the Client for approval before the project is commenced.

3. **TERM OF AGREEMENT**

- (a) The term of the Agreement shall begin on the Effective Date and shall continue for a period of three (3) years from the Acceptance Date; and
- (b) The Client may extend the original term by a further two (2) years, at Client’s sole discretion.

4. **PAYMENT SCHEDULE**

On the Effective Date, the Contractor will commence preparation of a detailed Implementation Plan described in section 9, which will document the timeline for Licensed Software implementation and acceptance criteria as per the Agreement. The Client agrees to pay to the Contractor according to fees and methods as set out in Annex ‘D’ of this Agreement, as consideration for the services and deliverables that are provisioned.

5. **ACCEPTANCE TESTING**

- 5.1 Should it be determined at any time during the acceptance testing that any aspect of the Licensed Software is deficient either in whole, or in part, and/or is not or has not been met, with respect of the delivery and performance requirements set forth in the Agreement, then the Client may at its sole election, mandate that the Contractor rectify the identified

deficiencies within a cure period of thirty (30) days to ensure the requirements(s) is/are met. Should the Contractor be unable to rectify these deficiencies, the Client may, at its discretion:

- (a) Accept the Licensed Software at the achieved level of performance; or
- (b) Extend the cure period for a further period as agreed with the Contractor, subject to the Project Authority having received a specific undertaking/plan from the Contractor, with a time limit, which will ensure the deficiencies are corrected; or
- (c) Require the Contractor to, at no additional cost to the Client, arrange expeditiously for the replacement or enhancement of the defective portions thereof in which case the process of installation and/or acceptance will be repeated.
- (d) Terminate the agreement according to the terms in Section 13. Term and Termination; Renewals.

5.2 The Client shall at its sole expense be responsible for providing the necessary hardware (desktop, monitor, keyboard, mouse and internet connectivity) required to complete the acceptance testing procedures.

6. DISPUTE AND RIGHT TO REMEDY

6.1 If an Event of Default in the Service Level Agreement or material breach of this contract occurs, Client may at any time, take one or more of the following actions:

6.1.1 allow for remedial action that is acceptable to Client or

6.1.3 suspend the payment of funds for such period of time as Client considers appropriate;

6.1.4 Terminate the agreement then list the responsibilities or refer to Section "15. Term and Termination; Remedies."

6.2 In accordance with Section 6.1 if Client provides the Contractor with an opportunity to remedy the Event of Default, the Client shall provide Notice of Default to the Contractor of:

6.2.1 the particulars of the Event of Default; and

6.2.2 the Notice Period, which shall not be less than 30 days.

6.3 If Client has provided the Contractor with an opportunity to remedy the Event of Default pursuant to Section 6.1; and

6.3.1 the Contractor does not remedy the Event of Default within the Notice Period;

6.3.2 it becomes apparent to Client that the Contractor cannot completely remedy the Event of Default within the Notice Period;

6.3.3 the Contractor is not proceeding to remedy the Event of Default in a way that is satisfactory to Client

6.3.4 Client may extend the Notice Period, or initiate any one or more of the actions provided for in sections 6.1. (1) (2) (3) (4) (5) (6) (7) and (8).

7. REPRESENTATIONS AND WARRANTIES

7.1 General.

Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

7.2 Compliance with the Laws.

Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

7.3 Acceptable Use.

Client is solely responsible for the use of the Licensed Software by Client by any person or entity Client permits to access the Licensed Software. Client represents and warrants that it will: (a) not use the Licensed Software in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Software.

9. IMPLEMENTATION PLAN

- 9.1 The Client and Contractor will work together to produce a preliminary Implementation plan that will outline the tasks, resources and schedule timeline to implement the project that is acceptable to both parties.
- 9.2 The Client and the Contractor shall report to each other at meetings held at regular intervals to be set by the Client as to the progress being made by each of them in relation to the various events set forth in the Implementation Plan, and the delays encountered, excluding delays caused beyond the control of either the Contractor or the Client, and the action being taken to recover from such delays.

In connection therewith the Client and Contractor shall each designate one person to act as its liaison contact, with one alternate if desired. No liaison person shall be changed without the prior written consent of the other Party.

- 9.3 If requested, the delivery of the Licensed Software documentation, and the coding, debugging and acceptance testing of the Licensed Software shall be done in accordance with the timing set forth in the Implementation Plan.
- 9.4 In the event of any delay caused beyond the control of either the Client or Contractor, the parties shall cooperate together to establish actions to be taken to recover from such delays.

10. SUPPORT SERVICES

10.1 TRAINING

The Contractor shall provide to the Client, classroom and on-site instruction in respect of the use and support of the Licensed Software during implementations of the Licensed Software. The Client may designate up to two (2) personnel from each Child Care Provider to attend such training. Training materials will be developed by the Contractor prior to and delivered through training sessions for Child Care Providers and Client Personnel. Client Personnel will learn all functions of the Licensed Software including how to administer the system, assist

parents applying for childcare, report on childcare utilization. Child Care Providers will learn how to maintain their respective profiles of their service offerings and the information related to wait lists. Those sessions at which training is to be provided shall be scheduled at times mutually agreed upon by the Contractor and the Client and shall be conducted at a location of the Client's choosing. The Client shall ensure that all persons designated by it for training are available at the times scheduled for training sessions. The Contractor shall ensure that all of the System Documentation required for proper training of the Client's personnel is delivered to the Client at least ten (10) Business Days prior to commencement of training.

Additional training services can be coordinated post-implementation of the Licensed Software under an Enhanced Support package.

10.2 Maintenance Support

This Agreement has unlimited incidents with Maintenance Support during the term of this Agreement.

10.3 User Support

For User Support, rather than hours there is a maximum number of incidents. An incident would be a ticket that is opened for every call/email the OneHSN Support team handles. This Agreement has a maximum number of Support incidents as per the Basic Support package that is mandatory. Additional limits may be purchased under an Enhanced Support package.

10.4 Enhancement or Customization Requests

Enhancements and customization requests are not considered part of the Core Support Services but has a maximum number of hours per year. If the request meets the criteria of having a system-wide need the request can be considered as part of your Maintenance Support. This Agreement does not include enhancement hours under the User Support component of your Core Support Services.

11. **SECURITY AND PRIVACY**

- 11.1 The Contractor shall implement and document strict security safeguards, consistent with the highest industry standards utilized for Personal Health Information Protection Act (PHIPA), to protect the Client Data against theft, unauthorized access, disclosure, copying, use, or modification, regardless of the format. The Contractor is a mature security conscience organization where information security is about preserving the confidentiality, integrity and availability (CIA) of information. Confidentiality ensures that information is accessible only to those authorized. Integrity safeguards the accuracy and completeness of information and processing methods. Availability ensures that authorized users have access to the information when required. The Contractor performs internal Vulnerability Assessments (VA) and Penetration Testing (Pen-Test) on each substantial product release before going into production environment and third-party contractors are utilized to complete at least annual VAs, Pen-Test, and ethical attack simulations.

OneHSN data, including Client Data, is stored in Canada in dual health-centre data centres located more than 100 kilometers apart with secure access to the premises, and approved monitoring, fire suppressant methods along with redundant power and internet sources.

- 11.2 The Contractor will provide its employees, subcontractors and other agents with access to Personal Information only when such representatives require such access in order for the Contractor to meet its obligations to the Client; and enter into written confidentiality agreements that contain safeguards and standards for the protection of the Personal Information at least as strict as those contained in the Agreement and which will bar any further subcontracting or access to the Personal Information without the prior written consent of the Client.
- 11.3 The Contractor covenants and warrants that it shall immediately notify the Client about any request, or accidental or unauthorized access or disclosure, of Personal Information; it being understood that the Client shall comply and respond to disclosure requests; and any accidental or unauthorized access or disclosure of Personal Information.
- 11.4 At the request of the Client, the Contractor shall make available the Contractor's facilities for audit of the processing activities and safeguards covered by the Agreement, the audit shall be carried out by the Client.
- 11.5 The parties agree that immediately upon the expiration or termination of the Agreement, Contractor shall stop using the Client Data and, at the choice of the Client, return all the Client Data transferred and the copies thereof to the Client in commonly accessible file format agreed to by both parties. Per the direction of the Client, the contractor shall destroy all the Client Data and certify to the Client that it has done so. Given the Licensed Software is a "software-as-a-service" multi-client design, Public End Users' Personal Information may share the same or similar information with other RBB clients of the Licensed Software and therefore is deemed non-exclusive to the use of Client. The Client shall own exclusively all Client Data collected by or for the Child Care Providers pursuant to this Agreement except Public End Users' Personal Information, which will be co-owned or non-exclusively.

12. CALL PRIORITIES & SEVERITY DEFINITIONS AND SERVICE ESCALATION PROTOCOL

- 12.1 The system will provide a responsive user experience; responsive being defined as sub-two second response to user actions. Any degradation in responsiveness due to client-side or Internet related delays and issues will not apply. Vendor will be given the opportunity to rectify poor performance as per a priority P2 severity call
- 12.2 A system of service call priorities defined by the call priorities below can be set by the Client when reporting a fault. However, the default used is as follows:

When placing the service call, the Client will be asked if there is a major system impact. If the answer is YES, a P1 will be allocated. If the answer is NO, a default P2 will be allocated, or if more appropriate, a P3 or P4 as defined below:

- 12.3 PRIORITY P1 (CRITICAL)

A Priority ONE call is used for system faults where there is a major impact on normal operation of the system. Contractor will immediately begin work on a P1 call, with the immediate goal of restoring normal operation to the system via a fault correction or a satisfactory work-around. Misuse of this priority affects the ability of Contractor to respond to genuine P1 calls.

12.4 PRIORITY P2 (URGENT)

Priority TWO calls are used for system faults where normal system operation is affected to some degree and a satisfactory work-around is not available. The Contractor will use best efforts to respond to the call in the times stated in Response Targets section 12.9 of this document. In most cases, it is normal for the Contractor to respond in faster times than those stated.

12.5 PRIORITY P3 (STANDARD)

Priority THREE calls are used for system faults where a fault was detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a hardware related fault. For software related issues, this priority allows for work to be scheduled as part of a planned maintenance update.

12.6 PRIORITY P4 (ENHANCEMENT REQUESTS)

Priority FOUR calls are used when an enhancement request is made for potential modifications to System Software.

12.7 RESPONSE TIMES

The priority of the call will, to some degree, dictate the most appropriate action for any given fault call, ensuring the minimum of disruption to the user and providing the early involvement of the Contractor's management where problems are of a more serious nature.

12.8 RESPONSE DEFINITIONS

The Contractor will use its best efforts to achieve the target resolution times shown in the table below. Note that resolutions may involve a "workaround" to an issue that will allow continued use of the affected component.

The software responses are for the Contractor Support Services group to return a call to the Client's support contact to start diagnosis of the problem. Status communication intervals are defined as the intervals for the Contractor Support Services to provide status updates regarding the problem.

12.9 RESPONSE TARGETS

| Priority | Response | Resolution | Status Communication Intervals | Who Receives Status Updates |
|----------|----------|------------|--------------------------------|-----------------------------|
| P1 | 1/2 Hour | 2 Hours | Every hour | The Client |

| | | | | |
|----|----------|-----------------|--|------------|
| P2 | 4 Hours | 8 Hours | Begin and end of every workday being 8:00 am through 5:00 pm EST, holidays excepted. | The Client |
| P3 | 8 Hours | Issue dependent | When scheduled maintenance is communicated that contains resolution | The Client |
| P4 | 72 Hours | Issue dependent | | |

13. INSURANCE AND INTELLECTUAL PROPERTY RIGHTS INDEMNITY

13.1 The Contractor's Insurance

The Contractor agrees to take out and maintain for the term of the Agreement:

a) Commercial General Liability in the amount of not less than Five Million (\$5,000,000.00) Dollars and Motor Vehicle Liability Insurance Coverage in an amount of not less than Two Million (\$2,000,000.00) Dollars per policy, per occurrence. The Commercial General Liability shall also be extended to include personal injury, broad form property damage, contractual liability, owners' and the Contractor's protective products and completed operations, contingent employers' liability, cross liability and severability of interest clauses. The Client shall be included as an additional insured on the Commercial General Liability policy, and the Contractor shall submit on an annual basis, in advance of expiry, a completed Insurance Certificate (Form #0788), and shall provide the Client with a minimum of thirty days' notice in advance of cancellation of such insurance.

b) The Contractor shall at its own expense obtain and maintain until the termination of the Agreement and provide the Client with satisfactory evidence of professional liability insurance to the satisfaction of the Client covering the work and services described in the Agreement for an amount not less than Five Million (\$2,000,000.) dollars and such insurance shall continue for twelve (12) months following completion of work; this insurance will not be cancelled or permitted to lapse unless the insurer notifies the Client in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

c) The Contractor agrees that the Client reserves the right to request such higher limits of insurance or other types of insurance as it may reasonable require from time to time; failure to procure and maintain said insurance shall constitute a default under the agreement. Under such a request, The Contractor may increase the annual Software License fee appropriately and pro-rated from the effective date of said insurance.

13.2 Intellectual Property Rights Indemnity

The Contractor shall indemnify the Client against any direct liability, loss or damage which the Client may incur as a result of any claim or action brought against the Client by a 3rd party alleging that the Client's authorized and proper use of the Licensed Software supplied by the Contractor under the Agreement infringes the intellectual property rights of a 3rd party.

If in the Contractor's reasonable opinion the Licensed Software is likely to become or does become the subject of a claim of infringement of a 3rd party's intellectual property rights, the Contractor may elect to either (i) obtain the right for the Client to continue using the Licensed Software in the manner permitted under the Agreement; or (ii) modify or replace the infringing part of the Licensed Software so as to avoid the infringement or alleged infringement, without materially reducing the functionality or performance of the Licensed Software.

This indemnity shall not apply to any claim which arises from (i) any development, modification, implementation, configuration or integration of the Licensed Software or services other than by the Contractor or approved by the Contractor in writing; or (ii) which arises as a result of use of the Licensed Software other than as permitted by the Agreement; or (iii) which arises as a result of the Client's use of the Licensed Software together with any 3rd party services or applications.

The provisions of this clause set out the Client's exclusive remedy in connection with any claim or threatened claim in relation to the intellectual property rights of a 3rd party by the use of the Licensed Software.

14. DEFAULT AND REMEDIES

14.1 Notice of Default

In the event that the Contractor has committed an Event of Default has occurred, the Client may provide written notice to the Contractor to the effect that if the Contractor does not completely remedy the default to the satisfaction of the Client in accordance with the Agreement within thirty (30) business days of delivery of the default notice, or such other period of time as may be specifically provided for under the Agreement or otherwise granted by the Client in writing, in its absolute discretion, then the Client may exercise any or all of the remedies available to it.

14.2 Remedies

Except where such a right is otherwise restricted by this Agreement, upon the occurrence of an Event of Default under this Agreement, the Client may:

- (a) allow for remedial action that is acceptable to Client or
- (b) suspend the payment of funds for such period of time as Client considers appropriate;
- (c) terminate the agreement then list the responsibilities or refer to "termination with cause" section.

The remedies provided in this Agreement are in addition to all other legal, equitable or statutory rights, privileges and remedies to which the Client is otherwise entitled, as well as any other

remedies stipulated in the Agreement, and the taking of any one remedy shall not preclude the taking of any other remedy.

15. TERM AND TERMINATION; RENEWALS

15.1 Term

- 15.1.1. The term of the Agreement shall begin on the Effective Date and shall continue for a period of thirty (36) months from the Acceptance Date; and
- 15.1.2. Client may extend the Term of the Agreement by a further twenty four (24) months to a total of Term of sixty (60) months from the Effective Date, at Client's sole discretion.
- 15.1.3. The Services Fees will be increased on annualized basis by the lessor of:
 - 15.1.3.1. three percent (3%); or
 - 15.1.3.2. the increase in the annual Consumer Price Index (CPI) for the Province of Ontario as established by Statistics Canada
 - 15.1.3.3. This increase is independent on whether Client has increased or decreased the number of Child Care Providers (Centres) during the then-current Term.
- 15.1.4. Client agrees that the notice of renewal will be provided at least sixty (60) days prior to the anniversary of acceptance date of Agreement.

15.2 Termination for Convenience

Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, a party may terminate this Agreement for convenience upon prior written notice to the other party with 120 days' notice.

15.3 Termination for Cause

Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not remedied, or the breaching party is not diligently pursuing a remedy to the non-breaching party's sole satisfaction, according to the provisions within 14.1, and 14.2, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

15.4 Payments upon Termination

Upon the termination of this Agreement, Client shall pay to Contractor all undisputed amounts due and payable hereunder, if any, and Contractor shall pay to Client all amounts due and payable hereunder, including any prepaid fees, on a pro-rated basis.

15.5 Return of Client Data

Upon the termination of this Agreement, Contractor shall, within one (1) business day following the termination of this Agreement, provide Client, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), with a final extract of the Client Data in the format specified by Client. Further, Contractor shall certify to Client the destruction of any exclusive Client Data within the possession or control of Contractor or but such destruction shall occur only after the Client Data has been returned to Client. This Section shall survive the termination of this Agreement.

15.6 Renewals

Should the Services continue beyond the then-current Term, the Services Fees for the Renewal Term may be increased by the lessor of (a) three percent (3%) on an annualized basis; or (b) the percentage of increase in the Consumer Price Index (CPI) established by Statistics Canada. This increase is independent on whether Client has increased or decreased the number of Child Care Providers during the then-current term.

16. OWNERSHIP RIGHTS

16.1 Proprietary Rights

The Contractor retains all proprietary rights to the Licensed Software and related materials.

16.2 License Rights

No license, express or implied, is granted to the Client other than to use the Licensed Software and related materials in the manner and extent authorized in this Agreement.

17. CONFLICT OF INTEREST

The Contractor is bound to the Client's best interests during the term of this Agreement. Contractor shall notify the Client of any possible or potential conflict of interest which may result from other Contractor activities, and shall commence such other activities only after written approval of the Client which may not be unreasonably withheld.

18. NOTICES

Any notice, request, demand, consent, approval, correspondence, report or other communication required pursuant to or permitted under any section that form part of this Agreement shall be addressed to the party to whom it is intended at its address as set out below:

To Client: Children's Services Supervisor
St. Thomas Elgin Ontario Works
City of St. Thomas
PO Box 520, 545 Talbot St.
St. Thomas, Ontario N5P 3V7

To the Contractor: Darryl Buck, President
 RBB Innovations Ltd.
 2-258 Queen St. East
 Sault Ste. Marie, ON P6A 1Y7
 Tel.: 705-942-9053

19. COMPLIANCE WITH LAWS

The Contractor agrees that it will comply with all applicable laws, ordinances, regulations and codes in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required. The Contractor further agrees to hold harmless and indemnify the Client against any loss or damage to include reasonable solicitor's fees that may be sustained by reason of the failure of the Contractor or its employees, agents or subcontractors to comply with such laws, ordinances, regulations and codes.

20. SUBCONTRACT

The Client has entered into this Agreement with the Contractor to furnish the supplies or services as described therein. The Contractor agrees and acknowledges that it will, for and on behalf of the Client, fulfill and perform all of the requirements of Agreement for the consideration stated therein. Contractor will not subcontract the delivery or performance of any of the requirements of this Agreement to any lower tier subcontractor without the prior written approval of the Client.

21. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties hereto in connection with the subject matter hereof. No alteration, amendment or qualification of this Agreement shall be valid unless it is in writing and is executed by both of the parties hereto.

22. SEVERABILITY

If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court by competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

23. FURTHER ASSURANCES

The parties hereto covenant and agree that each shall and will, upon reasonable request of the other, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of the this Agreement.

24. SUCCESSORS AND ASSIGNS

The Contractor shall not assign this Agreement or any interest herein or subcontract the performance of any Services without the prior written consent of the Client. This Agreement may be assigned by the Client without the Contractor's consent and the Assignee shall have the rights and obligations of the Client. This Agreement shall ensure to the benefit of and be binding on the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

26. CONSTRUCTION

In this Agreement, except as otherwise expressly provided, all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be read and construed as agreeing with the required word and pronoun.

27. TIME IS OF ESSENCE

The Contractor and Client agree that time is of the essence for each of the covenants contained herein and that, in the event of a dispute hereunder, this Agreement is to be interpreted and construed in a manner that will enable a remedy as quickly as possible. If a party must fulfill an obligation under this contract within a specified time, the passage of time will effectively be part of this notice.

28. HEADINGS

The division of this Agreement into paragraphs and the use of headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.

29. CURRENCY OF CONTRACT

All payments and amounts referred to in this Agreement shall be in Canadian currency.

30. NON WAIVER

Failure by either Party to enforce any term of this Agreement shall not be deemed a waiver of enforcement of that term or any other term.

31. PREVIOUS AGREEMENT

This Agreement shall be deemed to supersede any prior or collateral undertakings, warranties, or Agreements, whether oral or written.

32. TO ACT REASONABLY

The Contractor and Client agree to act reasonably in exercising any discretion, judgment, approval, or extension of time which may be required to effect the purpose and intent of this Agreement.

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

SIGNED, SEALED & DELIVERED

City of St. Thomas

By: _____

Date: _____

Name:

Title:

I have the authority to bind the City of St. Thomas

By: _____

Date: _____

Name:

Title:

I have the authority to bind the City of St. Thomas

RBB INNOVATIONS LTD.

By: _____

Date: _____

Name: Darryl Buck

Title: President

I have the authority to bind the Corporation

PURCHASE OF SERVICE AGREEMENT**BETWEEN:**

The Corporation of the City of St. Thomas
(hereinafter called the "Municipality")

- and -

MISSION SYSTEMS DEVELOPMENT CORP.
(hereinafter called the "Service Provider")

WHEREAS the Municipality and the Service Provider have agreed that the Service Provider shall provide the Services as described herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto agree as follows:

1.00 RELATIONSHIP AND SERVICES TO BE PROVIDED

During the Term of the Agreement the Service Provider shall provide the following Services:

- (a) the Service Provider shall be retained by the Municipality as an independent contractor to provide Web hosting and support services for the OneHSN-OnLine Application Form API (the "OneHSN-OLAF-API") as required by the Municipality (the "OneHSN-OLAF-API Services"), directed by the Associate Director, Systems and Programming or designate (the "Director") and as more particularly described in "Appendix 1 – OneHSN-OLAF-API Services" to this Agreement;
- (b) the Service Provider shall be retained by the Municipality as an independent contractor to provide a web hosting service for the Ontario Child Care Management System (the "OCCMS") as required by the Municipality (the "OCCMS Services"), directed by the Director of Technology Services or designate (the "Director") and as more particularly described in "Appendix 2 – OCCMS Hosting Services" to this Agreement;
- (c) the foregoing Services shall be provided at such location and such times as mutually agreed by the parties;
- (d) in the performance of its duties for the Municipality, the Service Provider shall:

1. perform such duties using its best efforts and in accordance with the standards and procedures adopted and set by the Municipality from time to time;
 2. promptly comply with all reasonable requests, instructions, directions and rules of the Municipality; and
 3. employ only skilled and competent staff; and
- (e) such other services and advice as may be reasonably be requested by the Municipality. The Municipality may, in writing at any time after the execution of the Agreement or the commencement of the Services, extend, increase, vary or otherwise alter the Services forming the subject of this Agreement. If such action by the Municipality necessitates additional staff or services, payment will be negotiated and agreed to by the parties prior to the Service Provider performing the additional work.

2.00 PROVISION OF THE SERVICES

2.01 Term of Agreement

This Agreement shall be effective as of April 6, 2017 and shall remain in effect until April 5, 2019. During the term of this Agreement, the Service Provider shall provide the Services to the Municipality as per the terms and conditions specified herein.

2.02 Termination

The Municipality may terminate this Agreement upon at least one month (30 days) prior written notice to the Service Provider. The Service Provider may terminate this Agreement upon at least one month (30 days) prior written notice to the Municipality. The Municipality may also terminate this Agreement at any time, without notice, for just cause which shall include, without limitation, dishonesty, fraud, deceit or the Service Provider's failure to properly fulfill its obligations hereunder where such failure is not remedied within ten (10) days after the Service Provider receives notice of same.

2.03 Payment

For all monies owed and payable, the Service Provider shall be responsible to submit quarterly invoices that stipulate the Service Provider's HST number to the Municipality and the Municipality agrees to process payment on all approved invoices within thirty (30) days of receipt thereof.

The fees include all costs of hosting the application, technical support of the service, regular release upgrades, hot fixes, and daily on-site and off-site backups.

2.03.1 For OneHSN-OLAF-API Services the Service Provider will bill and be paid on an “all-in” basis (which shall include all burdens, overheads and profits etc.) of \$500 per month, plus HST.

2.03.2 For OCCMS Services the Service Provider will bill and be paid on an “all-in” basis (which shall include all burdens, overheads and profits etc.) according to the fee schedule described in “Appendix 2 – OCCMS HostingServices”.

2.03.3 The Service Provider shall be responsible for the collection and payment of all taxes, remittances, contributions or levies imposed, charged or required under any law in respect of the Services provided and the fees paid pursuant to this Agreement.

2.04 Service Provider’s Obligations and Acknowledgements

Notwithstanding any other provision in this Agreement, the Service Provider agrees and acknowledges that the Services shall be provided by the Service Provider as an independent contractor and it shall not be deemed to be an employee for any purpose. The Service Provider specifically undertakes to provide these Services in accordance with the highest professional standards. The Service Provider shall take direction from and respond to the Director or designate. Specifically, the Service Provider agrees and acknowledges that:

- (a) neither it nor any of its employees shall be deemed to be officers, agents, employees or officials of the Municipality;
- (b) the Municipality is not responsible, either jointly or severally, to fund any remittances, deductions or contributions, including those required by the OMERS, Revenue Canada, Canada Pension Plan, Employment Insurance and Workplace Safety authorities on behalf of the Service Provider or its employees;
- (c) neither the Service Provider nor any of its employees are eligible to participate in any health, insurance, pension, disability or similar plan offered, funded or contributed to, by or on behalf of the Municipality;
- (d) it, and not the Municipality, shall respond to and assume responsibility for any employment related claims advanced by the Service Provider or its employees including, but not limited to, any claims arising under any labour

relations, employment standards, human rights, occupational health and safety, workers compensation, workplace safety and similar legislation;

- (e) the Municipality is not responsible for any additional charges or liabilities in excess of the Municipality's agreement to pay the Service Provider as outlined in clause 2.03;
- (f) it shall indemnify and hold harmless the Municipality from all claims, damages, costs incurred by the Municipality as a result of entering into this Agreement save and except those costs the Municipality incurs pursuant to clause 2.03;
- (g) it shall advise any and all of its employees providing the Services of these provisions; and
- (h) the provisions of this clause 2.04 shall survive the expiration or termination of this Agreement.

2.05 Confidentiality and Ownership

The Service Provider explicitly agrees and acknowledges that:

- (a) all information, material, documents, data (particularly financial, marketing and business data), Municipality lists, work and similar instruments created, obtained, developed or gathered by, or provided to, the Service Provider as a result of this Agreement (hereinafter collectively referred to as "the Work") is confidential and is therefore governed by, and the Municipality agrees to comply with, the appropriate privacy legislation including the *Ontario Freedom of Information and Protection of Privacy Act* ("OFIPPA");
- (b) the Work is, shall be and remain the exclusive and absolute property of the Municipality and shall not therefore be revealed, published or disclosed to any person or entity without the Municipality's prior written consent other than as is necessary to fulfil the obligations under this Agreement;
- (c) all Work shall be returned to the Municipality forthwith on simple request; and

2.06 Non Competition

The Service Provider covenants and agrees with the Municipality that it will not (without the prior written consent of the Municipality) at any time during the Term of this agreement, within Ontario, either individually or in partnership, or in conjunction with any person or person, firm, association, syndicate, company or corporation as principal, agent, shareholder or in any other manner whatsoever

carry on or be engaged in or be concerned with or have interest in or advise, lend money to, guarantee the debts or obligations of, or permit its name or any part thereof, to be used or employed by any person or persons, firm, association, syndicate, company, or corporation, engaged in or concerned with or interested in, any business, contract or proposal which relates to or will influence or will be in competition or in conflict with the interests of the Municipality in any of the programs, services or projects which the Municipality is currently undertaking or which the Service Provider knows or reasonably ought to know that the Municipality may become involved in.

2.07 Exclusivity

The Service Provider agrees that during the term of this Agreement and for a period of one (1) year after its termination or expiry, it shall not, either directly or indirectly solicit, take away or hire, without the Municipality's written permission, any employee of the Municipality for involvement in any capacity in an activity similar to that carried on by the Municipality. The Service Provider acknowledges that the above restriction is reasonable and necessary for the protection of the business of the Municipality and that the Municipality would not have entered into this Agreement without such restriction being agreed to.

2.08 Insurance

2.08.1 Throughout the term of this Agreement the Service Provider shall maintain the following insurance coverages and shall provide the Municipality with written confirmation of such coverages on request:

- (a) Comprehensive General Liability Insurance in the amount of \$1,000,000.00; and
- (b) Professional Liability/Errors and Omissions Insurance in the amount of 250,000.00 per occurrence to a maximum of \$1,500,000.00.

2.08.2 If the Municipality requests that the Service Provider increase the amount of coverage or to obtain other special insurance, then the Service Provider shall endeavour forthwith to obtain such increased or special insurance at the Municipality's expense.

2.08.3 It is understood and agreed that the insurance coverage provided by these policies will not be changed or amended in any way nor cancelled by the Service Provider until 30 days after written notice of such change or cancellation has been personally delivered by the Service Provider to the Municipality.

3.00 GENERAL

3.01 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and permitted assigns. The Service Provider shall not assign this Agreement without the Municipality's express written permission.

3.02 Entire Agreement

This Agreement including Appendix 1 constitutes the entire Agreement between the Parties and supersedes any prior understandings and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.

3.03 Jurisdiction, Amendments and Waivers

The laws of the Province of Ontario govern this Agreement. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by an authorized representative of each of these Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the waiver and unless otherwise provided in writing, shall be limited to the specified breach waived.

3.04 Indemnity

The Service Provider shall indemnify the Municipality against and save the Municipality harmless from and against all claims, demands or proceedings for loss, damage or injury, including death and from and against all costs and expenses which the Municipality may sustain, suffer or incur, resulting from or arising directly or indirectly out of this Agreement or resulting therefrom in any way whatsoever.

3.05 Notice

Any notice given or required under this Agreement shall be served personally or via facsimile transmission and is effective as of the next business day following delivery as follows:

- a) to the Municipality: Children's Service Supervisor
St Thomas Elgin Social Services, Children's Services
City of St Thomas
PO Box 520, 545 Talbot ST
St Thomas, Ontario N5P 3V7

- b) to the Service Provider: Mission Systems Development Corp.
255 Duncan Mill Road, Suite 607
Toronto, Ontario M3B 3H9
Attention: Zel Balija

IN WITNESS WHEREOF THE PARTIES have duly executed this Agreement.

THE CORPORATION OF THE CITY OF ST. THOMAS

Per: _____

Date: _____

Per: _____

MISSION SYSTEMS DEVELOPMENT CORP.

Per: _____

Date: _____

Per: _____

I/We have the authority to bind the Corporation.

APPENDIX 1
ONEHSN-OLAF-API SERVICES

Web Hosting:

The Service Provider shall provide a web hosting service for the OneHSN-OLAF-API as follows:

1. The OneHSN-OLAF-API will interact through secure sockets layer (SSL) communication
2. The application will be available 24/7 except for brief off-hours maintenance shutdowns
3. Regular daily on-site and off-site backups will be performed

Application Support:

The Service Provider shall provide the following application support service for the OneHSN-OLAF-API:

1. Help line during regular business hours
2. Maintaining at our site a development and test OneHSN-OLAF-API environment capable of quickly recreating problems that might be encountered by the users
3. Maintaining sufficient level of OneHSN-OLAF-API expertise to provide effective assistance to the Municipality at all times

APPENDIX 2
OCCMS HOSTING SERVICES

Hosting services:

The Service Provider shall provide a web hosting service for the OCCMS and OCCMS Operators applications as follows:

1. The OCMS application will interact through secure sockets layer (SSL) communication
2. The application will be available 9am to 5pm Monday to Friday
3. The application will be made available outside of regular hours upon special request
4. Regular daily on-site and off-site backups will be performed

Hosting fees:

OCCMS and OCCMS Operators applications hosting monthly fee structure:

| No. of Provider Sites | | Monthly Fee |
|------------------------------|-----|--------------------|
| From | To | |
| 1 | 25 | \$450 |
| 26 | 50 | \$750 |
| 51 | 100 | \$1,200 |
| 101 | 200 | \$1,500 |

Note: HST is not included in above fees.

The fees are billed quarterly based on the number of sites with attendance during the period.

The fees include all costs of hosting the application, technical support of the service, deployment of new releases or hot-fixes as well as daily on-site and off-site backups.



Corporation of the
City of St. Thomas

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Report No.

OW-06-17

File No.

Directed to: Mayor Heather Jackson and Members of City Council

Date Authored:

February 1, 2017

Meeting Date:

February 13, 2017

Department: St. Thomas – Elgin Social Services

Attachment

1. Transfer Payment Agreement

Prepared By: Irma Pedersen, Children's Services Supervisor

Subject: **Planning Investment for Ontario Early Years Child and Family Centres**

Recommendation

THAT Report OW-06-17 related to planning investments in Ontario Early Years Child and Family Centres received for information; and further

THAT Council approves entering into the Transfer Payment Agreement attached to Report OW-06-17 related to \$87,719 in funding from the provincial Ministry of Education for expenses incurred in 2017 to support planning for the implementation of Ontario Early Years Child and Family Centres; and further

THAT a by-law be prepared authorizing the Mayor and Clerk to execute the Transfer Payment Agreement.

Background

On October 4, 2016, the Ministry of Education announced it will be providing a one-time \$5 million investment for the 2017 calendar year to support Consolidated Municipal Service Managers (CMSMs) and District Social Service Administration Boards (DSSABs) as they plan to implement Ontario Early Years Child and Family Centres in their communities by January 1, 2018.

The funding allocation for St. Thomas/Elgin is \$87,719. The amount has been included in the 2017 Children's Services operating budget.

Eligible expenses for the use of the planning funding include:

- Staffing and event costs to conduct community consultations
- Professional development or staffing to analyze relevant program and demographic data
- Internal or external costs directly associated with developing local service plans by May 2017 and refining these plans following discussions with Ministry of Education staff
- Costs incurred to establish new service contracts/purchase of service agreements with school boards and/or third party agencies for the delivery of services in 2018 and beyond
- Capacity-building to prepare early years partners and internal staff for the implementation of the new mandatory core services and the use of *How Does Learning Happen? Ontario's Pedagogy for the Early Years* in child and family centres
- General office expenses required to support initial planning activities
- Other relevant costs related to planning for the implementation of Ontario Early Years Child and Family Centres, as approved by the Ministry of Education.

This funding is only intended to support the immediate planning activities associated with Ontario Early Years Child and Family Centres, and cannot be used towards costs related to child care, other human services or any other areas of local interest. The planning investment can only be used to cover expenses incurred during the 2017 calendar year and funds cannot be carried over into future years.

Going forward, the Province has committed to provide funding for planning and administrative costs incurred in future years as part of the new funding approach for Ontario Early Years Child and Family Centres, which will be implemented in January 2018.

The planning investments for Ontario Early Years Child and Family Centres will support robust data gathering and analysis. It will also permit meaningful engagement with children, families and community partners to determine the programs and services those children and families who live, work and play in St. Thomas and Elgin.

Children's Services staff intend to use the planning Investment as follows:

Phase One Information gathering and data analysis for the Needs Assessment
Stakeholder consultation processes


Phase Two: Community planning and engagement
Establish the decision making and implementation processes
Assess appropriate family support delivery model for Elgin County

Phase Three: Finalize the local early years service delivery model
Establish community-wide and site-specific targets
Collaboration with school boards capital planning processes
Establish implementation plan including fiscal operations, outcome measurements and accountability, pedagogical and system leadership capacity, communications strategy and transition planning.

In order to commit St. Thomas/Elgin’s allocation of \$87,719, a Transfer Payment Agreement must be signed and returned to the Province before February 28, 2017. The Transfer Payment Agreement, which is attached to this report, outlines the responsibilities of both parties including terms, conditions, timelines, and reporting requirements.

Council’s approval of the recommendations in this report is respectfully requested.

Submitted by



Irma Pedersen
Children’s Services Supervisor

Reviewed By: David Christine _____
Treasury Env Services Planning City Clerk Human Resources W.S. GRAVES STEOW
CITY MANAGER

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 1st day of January, 2017 (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Education**

(the “Province”)

- and -

The Corporation of the City of St. Thomas

(the “Recipient”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project Description and Timelines
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reporting, and
- any amending agreement entered into as provided for below,

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

COUNTERPARTS

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

AMENDING THE AGREEMENT

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

ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Education**

by:

Date

Name:

Title:

Authorized Signing Officer

The Corporation of the City of St. Thomas

by:

Date

Name:

Title:

by:

Date

Name:

Title:

I/We have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

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

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

“Additional Provisions” means the terms and conditions referred to in section 9.1 and as specified in Schedule “B”.

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

“Budget” means the budget attached to the Agreement as Schedule “D”.

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

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiration Date” means the date on which this Agreement will expire and is the date set out in Schedule “B”.

“Funding Year” means:

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

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

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents,
2017 Planning Investment for Ontario Early Years Child and Family Centres Page 3 of 22

appointees and employees.

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

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

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

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

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

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

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

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s

organization;

- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province will:

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

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;

- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

4.3 **Use of Funds and Project.** The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

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

4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

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

4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any

costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:

- (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

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

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

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

6.0 CONFLICT OF INTEREST

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

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

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient will:

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

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule “F”, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient will keep and maintain:

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

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient’s premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

7.6 **Auditor General.** For greater certainty, the Province’s rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act*

(Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

9.0 FURTHER CONDITIONS

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

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent

possible in the proceeding and any related settlement negotiations.

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

12.0 INSURANCE

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

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

- 12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

- 13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

- (i) permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b); and
- (ii) subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

- 14.1 Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.
- 14.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b).
- 14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 15.1 Events of Default.** Each of the following events will constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the

benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (d) the Recipient ceases to operate.

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

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

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided

for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

- 15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

- 16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

17.0 FUNDS UPON EXPIRY

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

18.0 REPAYMENT

- 18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

- 18.2 **Debt Due.** If, pursuant to the Agreement:

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

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

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

- 18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by

cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1.

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

19.0 NOTICE

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

- 19.2 **Notice Given.** Notice will be deemed to have been given:

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

- 19.3 **Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

21.0 SEVERABILITY OF PROVISIONS

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

22.0 WAIVER

- 22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

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

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

25.0 GOVERNING LAW

- 25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

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

27.0 JOINT AND SEVERAL LIABILITY

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

28.0 RIGHTS AND REMEDIES CUMULATIVE

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

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 **Recipient Acknowledges.** The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 **Other Agreements.** If the Recipient:

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

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

31.0 SURVIVAL

- 31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.47.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

| | |
|--|--|
| Maximum Funds | \$87,719 |
| Expiration Date | December 31, 2017 |
| Insurance | \$ 2,000,000 |
| Amount for the purposes of section 5.2 of Schedule “A” | \$ 500,000 |
| Contact information for the purposes of Notice to the Province | <p>Early Years Implementation Branch, Ministry of Education 900 Bay Street, Mowat Block, 24th Floor Toronto, ON, M7A 1L2</p> <p>Attention: Julia Danos, Director</p> <p>Fax: 416-314-7836</p> <p>Email: elib@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient | <p>The Corporation of the City of St. Thomas 423 Talbot Street, P.O. Box 520 St. Thomas, Ontario N5P 1C1</p> <p>Attention: Elizabeth Sebestyen</p> <p>Fax:</p> <p>Email: esebestyen@stthomas.ca</p> |

SCHEDULE “C”

PROJECT DESCRIPTION AND TIMELINES

Project Description

The province currently funds four child and family programs including Ontario Early Years Centres, Parenting and Family Literacy Centres, Child Care Resource Centres, Better Beginnings Better Futures programs, which have provided beneficial programs and services to families for many years. We also know that in some communities there is limited public awareness of available programs, access barriers, shifting demographics and a lack of consistency in what is available to families across Ontario.

In 2013, the government released the Ontario Early Years Policy Framework that highlighted the province’s vision for Ontario’s children and families to be well supported by an early years system that is high quality, seamless, and accessible for children and their families. The framework included a commitment to integrate the four existing child and family programs to create a cohesive system of services and supports for children ages 0-6 and their families.

In alignment with this commitment, in February 2016 the government announced its intention to integrate and transform ministry-funded child and family programs to establish Ontario Early Years Child and Family Centres by 2018. These centres are to be guided by a provincial framework, a common identity and a new funding approach. Programs and services will be managed locally by Consolidated Municipal Service Managers (CMSMs) and District Social Service Administration Boards (DSSABs) as part of their existing responsibility for the service system management of child care and other human services.

Planning for the implementation of Ontario Early Years Child and Family Centres will require broad community engagement, detailed analysis, and collaboration with multiple partners. To support this work, the Ministry of Education is providing a one-time planning allocation for eligible expenses spent in the 2017 calendar year to:

- Build capacity to determine community needs, identify prospective service locations, service providers, and program offerings;
- Develop local service system plans for child and family centres; and
- Establish local service contracts and/or purchase of service agreements to prepare for program implementation by January 2018.

The planning investment outlined in this transfer payment agreement is being provided in addition to the new resources being transferred to CMSMs/DSSABs for data analysis services beginning in January 2017. Combined, these resources will support communities as they prepare for program implementation and broader early years system integration.

For complete details about the service requirements and planning expectations related to implementing Ontario Early Years Child and Family Centres by 2018, please refer to the *Ontario Early Years Child and Family Centres: Planning Guidelines for Service System Managers* at: <https://efis.fma.csc.gov.on.ca/faab/Memos/CC2016/OEYCFC%20Planning%20Guidelines,%20July%202016.pdf>

Timelines

The planning investment can be used to cover expenses incurred during the 2017 calendar year. Funds cannot be carried over into future years. CMSMs/DSSABs will be provided with funds for planning and administrative costs incurred in future years as part of the new funding approach for Ontario Early Years Child and Family Centres, which will be implemented in January 2018.

The 2017 planning investment will be flowed in monthly installments, in alignment with the approach used for existing child care and family support program funding.

SCHEDULE “D”**BUDGET**2017 Calendar Year Allocation

| ORGANIZATION NAME | |
|---|----------|
| Ontario Early Years Child and Family Centres 2017 Planning Allocation | \$87,719 |

Eligible Expenses

The allocation provided is for expenses incurred in 2017 that will support planning and administrative activities associated with planning for the implementation of Ontario Early Years Child and Family Centres. Eligible expenses include:

- Staffing* and event costs to conduct community consultations (including early years partners, parents and caregivers);
- Professional development or staffing* to analyze relevant program and demographic data;
- Internal or external costs directly associated with developing local service plans by May 2017, and refining these plans following discussions with Ministry of Education staff;
- Costs incurred to establish new service contracts/purchase of service agreements with school boards and/or third party agencies for the delivery of services in 2018 and beyond;
- Capacity building to prepare early years partners and internal staff for the implementation of the new mandatory core services and the use of *How Does Learning Happen? Ontario's Pedagogy for the Early Years* in child and family centres;
- General office expenses required to support initial planning activities; and
- Other relevant costs related to planning for the implementation of Ontario Early Years Child and Family Centres, as approved by the Ministry of Education.

*Staffing can refer to either internal staffing or the purchase of external professional services to conduct relevant planning activities related to Ontario Early Years Child and Family Centres.

CMSMs/DSSABs must direct any questions they may have about eligible expenses to their Early Years Implementation Branch Child Care Advisor.

Ineligible Expenses

Funding is only intended to support the immediate planning activities associated with Ontario Early Years Child and Family Centres. This is an enveloped allocation and cannot be used towards costs related to child care, other human services, or any other areas of local interest.

In addition, funds cannot be used for the delivery of child and family programs, including program staff salaries, benefits or accommodation costs.

SCHEDULE “E”**PAYMENT PLAN**

In alignment with the approach used for the flow of funds for child care and family support programs, monthly cash flow percentages will be based upon the total 2017 maximum funds divided by 12 months:

| Payment Month* | Maximum Funds |
|----------------|---------------|
| January | 8.3% |
| February | 8.3% |
| March | 8.4% |
| April | 8.3% |
| May | 8.3% |
| June | 8.4% |
| July | 8.3% |
| August | 8.3% |
| September | 8.4% |
| October | 8.3% |
| November | 8.3% |
| December | 8.4% |

*Payments will begin following the receipt of the Transfer Payment Agreement, in accordance with existing Ministry timelines.

The Province automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions.

SCHEDULE “F”

REPORTING

Financial Reporting

CMSMs/DSSABs are required to report on expenses incurred between January 1, 2017 and December 31, 2017 through EFIS by May 31, 2018*. Reporting categories include:

- Eligible expense category (e.g., staffing)
- Associated planning activity (e.g., community consultation)
- Period cost was incurred (e.g., full year or July-August 2017)
- Intended outcome(s)
- Expenditure

The Recipient must provide the following submissions to the Province as per the following cycle:

| Submission Type | Due Date |
|-----------------------------------|-------------------|
| Signed Transfer Payment Agreement | February 28, 2017 |
| Financial Statements | May 31, 2018* |

*To align with the reporting schedule for funding provided to CMSMs/DSSABs for child care and child and family programs.

In addition to the EFIS reporting described above, CMSMs/DSSABs are required to include information about 2017 planning expenditures as part of the audited financial statement submitted to the Ministry for child care and child and family program funding for the 2017 calendar year.

The Ministry reserves the right to request additional information as required to verify the eligibility of expenses, as described in this agreement.



Corporation of the
City of St. Thomas

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Report No.

OW-07-17

File No.

Directed to: Mayor Heather Jackson and Members of City Council

Date Authored:

February 2, 2017

Meeting Date:

February 13, 2017

Department: St. Thomas – Elgin Ontario Works

Attachments

1. May 6, 2016 Ministry of Education memo
2. Jan. 20, 2017 letter - TVDSB funding approvals

Prepared By: Jeff Wilson, Children's Services Program
Operations Co-ordinator

Subject: **Capital Investments for new Child Care Spaces & a Family Centre in Rodney**

Recommendation

That Report OW-07-17 related to capital investments in a child care and child and family centre in Rodney be received for information.

Background

In May of 2015, the Ministry of Education announced \$120 million in new child care funding over three years towards the construction of child care spaces in new schools and schools approved for major expansions and renovations. The Ministry has allocated approximately \$90 million of this funding to support over 50 projects in the first two years resulting in almost 3,200 new licensed child care spaces in schools.

On May 6, 2016, (**Attachment 1**) the Ministry announced additional capital funding for new child care space in schools, by supplementing the existing child care funding program to support further new builds, expansion, replacement and retrofits of child care spaces. This announcement included \$20 million to create spaces for new child care and child and family support programs through Ontario Early Years Child and Family Centres (OEYCFCs) in schools, and \$18 million to retrofit existing child care space within schools to open up more spaces for children under four years old.

In February 2016, as reported to Council (OW-05-16) the Ministry announced its provincial plan to move forward with the integration and transformation of Ministry-funded child and family support programs (Ontario Early Years Centres, Parenting and Family Literacy Centres, Child Care Resource Centres, and Better Beginnings, Better Futures) to establish OEYCFCs by January 1, 2018.

Beginning in 2018, Consolidated Municipal Service Mangers will be responsible for the local management of OEYCFCs as part of their existing service system management responsibilities for child care and other human services. While the expectation is that the key features of OEYCFCs are implemented by 2018, it is understood that system integration will take time and adjustments may need to be made in the future.

The goal is to enhance the quality and consistency of child and family support programs across Ontario to ensure that:

- All expecting parents, parents, caregivers and home child care providers have access to high quality services that support them in their role;
- All children have access to inclusive, play and inquiry-based learning opportunities to improve their developmental health and well-being;
- All parents, caregivers and home child care providers have a better understanding of early learning and development, find it easy to access support, and are provided with an accessible, non-stigmatized place to seek help; and
- Local services collaborate in an integrated way to meet the needs of children and families and actively engage parents and caregivers to increase participation.

In addition, to meet the demands of a growing and changing province, within the next five years, starting in 2017, the government will help to create another 100,000 licensed spaces for infants, toddlers and preschoolers, so that more working families can find quality, affordable care.

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This will double the current capacity of the 0-4 age group, creating spaces for about 40 per cent of children.

Capital Submissions and Outcomes

The Children’s Services division is pleased to report that the joint submission with the TVDSB for new child care spaces and child and a family centre project in Rodney was approved by the Ministry of Education on January 20, 2017. **(Attachment 2)**

The planned expansion of Aldborough Public School in Rodney will accommodate licensed child care for 10 infants (0 to 12 months of age), 15 toddlers (12 to 24 months of age), and 24 preschool children (24 to 60 months of age) as well as a child and family centre consisting of 3 rooms for family support programs. The capital investment is \$3,146,020 at Aldborough Public School.

In addition to the increase of 49 spaces to support families who require child care in order to work or attend training, the investments are expected to create 11 full time jobs. The child and family centres will also provide programs supports to children and families in the community.

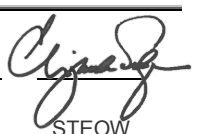
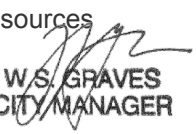
A second joint submission with the LDCSB for new child care spaces and a child and family centre in East Elgin was also submitted. Staff awaits an announcement and direction from the Ministry of Education Early Years Division.

Council’s acceptance of this information report is respectfully requested.

Submitted by



Jeff Wilson
Children’s Services Program Operations Co-ordinator

| | | | | | | |
|--------------|----------|--------------|----------|------------|--|--|
| Reviewed By: | _____ | _____ | _____ | _____ | _____ | _____ |
| | Treasury | Env Services | Planning | City Clerk | Human Resources |  STEOW |
| | | | | |  W.S. GRAVES CITY MANAGER | |

Ministry of Education

Mowat Block
Queen's Park
Toronto ON M7A 1L2

Ministère de l'Éducation

Édifice Mowat
Queen's Park
Toronto ON M7A 1L2

**2016: B9**

MEMORANDUM TO: Directors of Education
Children's Service Leads, Consolidated Municipal Service
Managers (CMSMs) and District Social Service
Administration Boards
Directors of District Social Service Administration Boards
(DSSABs)

FROM: Nancy Matthews
Assistant Deputy Minister
Early Years Division

Gabriel F. Sékaly
Assistant Deputy Minister
Financial Policy and Business Division

DATE: **May 6, 2016**

SUBJECT: **Ministry of Education Initiatives to Support Community
Hubs in Schools**

In August 2015, the Premier's Community Hub Framework Advisory Group, chaired by Karen Pitre, special advisor to Premier Wynne on community hubs, issued its report entitled *Community Hubs in Ontario: A Strategic Framework and Action Plan* ("Action Plan"). The government accepted all of the recommendations in the Action Plan and since its release, the Ministry of Education has been working with other government ministries, school boards, and other community partners to implement the recommendations in the Action Plan that were specific to the education sector.

We are pleased to announce that the Ministry is taking steps to respond to the recommendations provided in the Action Plan to promote community hubs in schools. Together, the initiatives detailed in this memorandum will support the government's objectives of removing barriers to community hubs, providing integrated service delivery to communities, and respecting the importance of local planning decisions.

Highlights

- The Ministry of Education has made amendments to Ontario Regulation 444/98 – *Disposition of Surplus Real Property*, to ensure additional consideration of community and provincial interests when disposition of surplus school property occurs.
- The Ministry is introducing the following new capital funding programs for school boards to support community hubs in schools:
 - \$20 million to create space for new child care and child and family support programs through Ontario Early Years Child and Family Centres in schools
 - \$18 million to retrofit existing child care space within a school to open up more spaces for children under four years old
 - \$50 million to renovate surplus school space to make it available for use by community partners and the public
 - Expanding eligibility for school capital funding to include building replacement space for eligible community partners in new schools or additions in the event their original school location is closed or sold.

1. Amendments to Ontario Regulation 444/98

In memorandum **2016:B6**, *Grants for Student Needs changes for 2015-16 and 2016-17*, the Ministry of Education announced that amendments would be made to Ontario Regulation 444/98 – *Disposition of Surplus Real Property* as a result of consultations in Fall 2015. The following amendments have now been made to O. Reg. 444/98:

1. Extending the current surplus school circulation period from 90 days to 180 days, providing listed public entities with 90 days to express interest in the property and an additional 90 days to submit an offer;
2. Expanding the list of public entities to receive notification of surplus school property disposition;
3. Require all board-to-board sales to be at fair market value;
4. Introduce a maximum rate a school board can charge for leasing a school to another board;
5. Provide a school board with a leasehold interest in a surplus school property being circulated to have the highest priority ranking of all listed entities; and
6. Ensure that private education providers are not eligible to lease surplus property unless the property has first been circulated to listed public entities.

Please note that amendments 1 to 5 will come into effect as of September 1, 2016, while amendment 6 is effective upon filing.

As a result of these changes, all school boards will be required to circulate surplus school properties that they are seeking to sell or lease to a list of public entities that will be expanded to include Section 23 Agencies, DSSABs/CMSMs, Children's Mental

Health Agencies, Local Health Integration Networks , Public Health Boards and First Nations and Métis Organizations.

These amendments will provide more opportunities for community organizations to purchase or lease surplus school properties in order to allow for continued community use.

More information regarding the changes to Ontario Regulation 444/98 will be provided in a separate SB memorandum that will be released shortly to school boards. In addition, communication will be sent to all of the agencies that will benefit from these changes including Consolidated Municipal Service Managers and District Social Service Administration Boards.

2. Funding Programs to Support Community Hubs in Schools

The Ministry is announcing three new capital funding initiatives to support the expansion of community hubs in schools, as detailed below.

a) Child Care and Child and Family Support Programs (\$20 million for the 2016-17 school year)

Building upon the Ministry's existing capital funding for new child care space in schools, the Ministry is supplementing this funding for further new builds, expansion, replacement and retrofits of child care space.

The Ministry is aware that the demand for child care capital funding in schools outweighs the existing capital funding available for these services. There have also been capital funding requests from the education sector for school-based child and family support programs. This new funding will allow us to address the need for new and replacement child and family support programs.

Under this program, the Ministry will provide funds to:

- i. Supplement existing Ministry child care capital funding to be used in schools that is provided through the following two allocations:
 - Schools-First Child Care Capital Retrofit Policy (SFCCCRP)
 - Support the conversion of existing school-based licensed child care spaces for four- and five-year olds to spaces that can be licensed for younger children (i.e., 0 to 3.8 years of age), or to convert surplus space in open schools to child care space for the children 0 to 3.8 years of age.
 - Capital Funding for New Construction of Child Care
 - Supports the construction of new child care spaces for children 0 to 3.8 years of age in new schools and schools approved for major expansions and renovations, in areas where there is high demand.

- Supports the need for expansion of child care spaces in schools in areas where there is high demand and limited or no space to retrofit in schools.
 - Includes replacement of child care spaces in replacement schools resulting from school closures.
- ii. New and replacement child and family support programs to support the recent Ministry announcement regarding the implementation of Ontario Early Years Child and Family Centres (OEYCFCs) by 2018.

School boards will be able to apply for this funding with their CMSM/DSSAB partners as part of the 2016 Capital Priorities program. Information about eligibility and submission requirements to request this funding will be communicated in a separate B memorandum that will be released later this month.

b) Minor Retrofits and Upgrades to Accessibility to Increase the Number of Community Partners in Schools (\$50 million for the 2016-17 school year)

Under this program, the Ministry will allocate funding to school boards to renovate existing surplus school space into space required by a community partner. Alternatively, the funding can be used to improve the accessibility of a school to contribute towards its use by a community partner.

The Ministry intends to provide specific allocations to each school board based on a funding formula which is currently under development. Eligible expenses must be depreciable and can include the conversion of space from an existing use to suit the needs of a community partner, as well as investments to improve accessibility.

Additional details about this program, including reporting and accountability requirements will be available later this year. The Ministry intends to launch this program for the 2016-17 school year.

c) Replacement Community Partner Space

The Ministry will fund school boards to build replacement space in a school to accommodate a community partner that is in an operating school that is closing or being consolidated. This funding will also be available, under certain circumstances, to construct space at an open school for a community partner that is currently located in a school board property that is going to be sold. Funding would be limited to those situations where the continuation of services would otherwise be at risk. The Ministry will be developing criteria to determine which partners in schools that are closing would be eligible for space to be created in another school to accommodate them.

The Ministry will provide additional details on this program in the Fall. School boards and their partners will be required to submit business case requests for this funding through the Ministry's existing intake processes for capital programs. The 2017 School

Consolidation Capital program is currently being targeted as the first opportunity to request this funding.

3. Additional \$18 Million in Child Care Retrofit Funding

The Ministry is also announcing an additional \$18 million in child care retrofit funding for school boards to support the Schools-First Child Care Capital Retrofit Policy. Further information about how school boards can request this funding will be provided in the 2016 Capital Priorities B-memorandum, which will be released later this month.

The Ministry looks forward to working with our partners in implementing these initiatives to support community hubs in schools and providing more opportunities for services and programs to be delivered to the communities they serve.

If you have questions or require additional information, please contact Grant Osborn, Director, Capital Policy and Programs Branch at (416) 325-1705 or Grant.Osborn@ontario.ca, or Julia Danos, Director, Early Years Implementation Branch at (416) 314-8192 or Julia.Danos@ontario.ca

Original signed by:

Gabriel F. Sékaly
Assistant Deputy Minister
Financial Policy and Business Division

Nancy Matthews
Assistant Deputy Minister
Early Years Division

c.c. Senior Business Officials
Superintendents and Managers of Facilities
Managers of Planning
CAOs of Consolidated Municipal Service Managers
CAOs of District Social Service Administration Boards

**Ministry of Education
Early Years Division**

Mowat Block, 24th floor
900 Bay St.
Queen's Park
Toronto ON M7A 1L2

**Ministère de l'Éducation
Division de la petite enfance**

Édifice Mowat, 24^e étage
900, rue Bay
Queen's Park
Toronto ON M7A 1L2



January 20, 2017

Ms. Laura Elliott
Director of Education
Thames Valley District School Board
P.O. Box 5888, 1250 Dundas Street East
London, ON N6A 5L1

Dear Ms. Elliott,

I am writing to inform you that the Ministry of Education has completed our review of the stand-alone child care and child and family program joint submissions submitted for new capital funding for school-based early years capital construction projects. These projects were submitted as part of your 2016 Capital Priorities submission announced in the [Memorandum 2016:B11](#). Eligible projects for consideration were stand-alone joint submissions (capital projects that were not associated with a Capital Priorities project) for new child care or child and family program construction, or retrofits to an existing school.

Eligible child care capital projects being funded will support the government's recent announcement to create an additional [100,000 new, licensed child care spaces](#) for infants, toddlers, and preschoolers over the next five years. This commitment, made in the recent [Speech from the Throne](#), will double the current capacity for 0 to 4 year olds in licensed child care.

Demand was significant; 54 school boards submitted 205 requests for 193 school capital projects, worth approximately \$2.6 billion, for funding consideration. The ministry also received 168 requests from 47 school boards for early years capital funding for the creation of 443 new child care rooms and 94 child and family program rooms, totalling over \$243 million.

As noted in Memorandum 2016: B11, the ministry used the following criteria to assess and prioritize eligible projects:

- Child care replacement due to school closure/accommodation review;
- Age groupings (infant rooms a priority);
- Accommodation pressures/service gaps; and,
- Cost effectiveness/viability.

After careful review of your school board's joint submissions, I am pleased to confirm that the ministry has approved two child care and/or child and family program capital projects identified by your school board. In total, your school board will be allocated \$6,781,086 to undertake these projects. The chart below provides a complete list of the stand-alone child care and child and family program joint submissions submitted by your school board.

| Project | Funding Allocation | | |
|------------------|---------------------|--------------------------|---------------------|
| | Child Care | Child and Family Program | Total |
| River Heights PS | \$ 2,672,101 | \$ 1,068,840 | \$ 3,740,941 |
| Aldborough PS | \$ 1,573,010 | \$ 1,573,010 | \$ 3,146,020 |
| Total | \$ 4,245,111 | \$ 2,641,850 | \$ 6,886,961 |

Payment

The Capital Priorities Grant, including new construction of child care and child and family programs, operate on a modified grant payment process where cash flow is based on school board spending. There are two annual reporting periods for these programs:

- For the period of September 1st to March 31st, all related expenditures are recorded in the school board's March Report; and,
- For the period of April 1st to August 31st, all related expenditures are recorded in the school board's financial statements.

School boards will also be funded for the short-term interest costs related to these capital programs reflecting that cash flows will occur on a semi-annual basis. The short-term interest payments will be calculated in a manner similar to how they have been calculated for other eligible capital programs.

School boards should continue to report any new capital projects that have received a funding allocation/approval in the Inventory Data section of the ministry's School Facilities Information System (SFIS).

School Board Responsibilities

Your school board is responsible for, and will be held accountable for, implementing appropriate measures to ensure that the cost and scope are within the approved funding and does not exceed the ministry's space benchmarks. Note the child care and child and family program funding allocation you have received can only be used to address capital costs related to the creation of a project's child care and/or child and family program rooms.

Communications Protocol Requirements: Public Communications and Events

All public announcements regarding capital investments in the publicly funded education system are joint communications opportunities for the provincial government, the school

board, the Consolidated Municipal Service Manager/District Social Services Administration Board (CMSM/DSSAB), and community partners.

Public Communications

School boards, CMSMs/DSSABs, and community partners should not issue a news release or any other media-focussed public communication regarding major capital construction projects without publicly recognizing the Ministry of Education's role in funding the project. In addition, school boards, CMSMs/DSSABs, and community partners can contact the Ministry of Education to receive additional content for the media-focussed public communications, such as quotes from the Associate Minister.

The Ministry of Education may also choose to issue its own news release about various project milestones in addition to those prepared by school boards, CMSMs/DSSABs, and community partners. If the Ministry chooses to do so, school boards, CMSMs/DSSABs, and community partners will be contacted to get quotes from the Chair (and/or Director of Education for school boards).

The intent is to secure as much coverage for these events as possible, and in doing so, help promote the role of both the Ministry of Education and the school board, CMSM/DSSAB, and community partner in bringing exciting new capital projects to local communities.

Major Announcements and Events

Important: For all new school openings, or openings of major additions which includes child care and/or child and family programs and/or community hubs, the Associate Minister of Education must be invited as early as possible to the event. Invitations can be sent to associateminister.edu@ontario.ca, with a copy sent to the Ministry's Regional Manager, Field Services Branch, in your area. School boards, CMSMs/DSSABs, and community partners are not to proceed with their public event until they have received a response from the Associate Minister's Office regarding the Associate Minister's attendance. School boards, CMSMs/DSSABs, and community partners will be notified at least four to six weeks in advance of their opening event as to the Associate Minister's attendance. Please note that if the date of your event changes at any time after the Associate Minister has received the invitation, please confirm the change at the email address above.

If the Associate Minister of Education is unavailable, the invitation may be shared with a government representative who will contact your school board, CMSM/DSSAB, and community partner to coordinate the details (e.g., a joint announcement). School boards, CMSMs/DSSABs, and community partners are not expected to delay their announcements to accommodate the Associate Minister or a Member of Provincial Parliament (MPP); the primary goal is to make sure that the Associate Minister is aware of the announcement opportunity.

Should the event be focussed on child care and/or child and family program and/or community hub capital, the Ministry of Education highly recommends inviting your

partner CMSMs/DSSABs and/or community partners, who may also wish to participate and contribute.

Other Events

For all other media-focussed public communications opportunities, such as sod turnings for example, an invitation to your local event must be sent to the Associate Minister of Education by email with at least three weeks' notice. Again, please send a copy to the Ministry's Regional Manager, Field Services Branch, in your area. Please note that if the date of your event changes at any time after the Associate Minister has received the invitation, please confirm the change at the email address above.

School boards, CMSMs/DSSABs, and community partners are not expected to delay these "other" events to accommodate the Associate Minister. Only an invitation needs to be sent, a response is not mandatory to proceed.

This communications protocol does not replace school boards' existing partnership with the Ministry of Education's regional offices. Regional offices should still be regarded as school boards' primary point of contact for events and should be given updates in accordance to existing processes.

Acknowledgement of Support

You must acknowledge the support of the Government of Ontario in media-focussed communications of any kind, written or oral, relating to the agreement or the project. This could include but is not limited to, any report, announcement, speech, advertisement, publicity, promotional material, brochure, audio-visual material, web communications or any other public communications. For minor interactions on social media, or within social media such as Twitter, Vine, etc. where there is a tight restriction on content, school boards, CMSMs/DSSABs, and community partners are not required to include government acknowledgement. In addition, when engaged in reactive communications (e.g., media calls) the school board, CMSMs/DSSABs, and community partners do not have to acknowledge government funding; however, if possible, such an acknowledgement is appreciated.

Signage

For these approved major capital construction projects, school boards will be required to display signage at the site of construction that identifies the support of the Government of Ontario. Signage will be provided to school boards by the Ministry of Education. School boards are then responsible for posting the signage for the projects identified by the Ministry of Education in a prominent location. This should be done in a timely manner following the receipt of the signage. All signage production costs will be covered by the Ministry of Education, including the cost of distributing the signage to school boards.

Should you have any communications-related questions, please contact Ryan Rigby at 416-325-2540 or Ryan.Rigby@ontario.ca.

We would like to take this opportunity to thank you and your staff for your assistance and support throughout this process, and look forward to continuing to work with your school board.

Should you have any questions about the Capital Priorities Grant, please contact your Capital Analyst, Michael Wasylyk at 416-326-9924 or Michael.Wasylyk@ontario.ca.

For any questions related to the child care and/or child and family program capital requests, please contact your Early Years Education Officer or Child Care Advisor: Sue Chanko at 519-870-2187 or Sue.Chanko@ontario.ca; Karen Calligan at 226-919-5832 or Karen.Calligan@ontario.ca.

Sincerely,

Shannon Fuller
Assistant Deputy Minister (Acting)
Early Years Division

c: Christine Beal, Superintendent, Organizational Support Services, Thames Valley District School Board
Valerie Nielsen, Superintendent, Thames Valley District School Board
Lynne Livingstone, Managing Director, Neighbourhood, Children and Fire Services, The Corporation of the City of London
Irma Pedersen, Supervisor, Children's Services, The Corporation of the City of St. Thomas
Julia Danos, Director, Early Years Implementation Branch
Steven Reid, Director, Field Services Branch
Ryan Rigby, Senior Information Officer, Communication Branch
Sue Chanko, Education Officer, Early Years Division
Karen Calligan, Child Care Advisor, Early Years Division
Michael Wasylyk, Capital Analyst, Financial Policy & Business Division



Corporation of the
City of St. Thomas

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Report No.

OW-08-17

File No.

Date Authored:

February 3, 2017

Meeting Date:

February 13, 2017

Directed to: Mayor Heather Jackson and Members of City Council

Department: St. Thomas – Elgin Social Services

Prepared By: Jeff Wilson, Children's Services
Program Operations Co-ordinator

Attachment

1. Jan. 19/17 Memo
2. Transfer Payment Agreement

Subject: Funding for children's services planning with indigenous partners

Recommendation

THAT Report OW-08-17 related to funding for children's services planning with Indigenous partners; and further

THAT Council approves entering into the Transfer Payment Agreement attached to Report OW-08-17 related to \$50,000 in funding from the provincial Ministry of Education for expenses incurred in 2017 to support the development of proposals for expanded access to culturally-relevant Indigenous-led off-reserve early years programs and services ; and further

THAT a by-law be prepared authorizing the Mayor and Clerk to execute the Transfer Payment Agreement.

Background

As part of its action plan announced on May 30, 2016 in *The Journey Together: Ontario's Commitment to Reconciliation with Indigenous Peoples*, the Province has committed to increasing the number of culturally-relevant child care spaces and expanding access to child and family programs for Indigenous children and families off-reserve. There is an expectation that the programs will be delivered by Indigenous-led organizations, working collaboratively with service system managers.

As service system managers, Consolidated Municipal Service Managers (CMSMs) and District Social Services Administration Boards (DSSABs) are integral in supporting the expansion of child care and child and family programs delivered by Indigenous service providers, as part of their responsibility for integrated local service planning. The planning process is intended to facilitate meaningful connections at the local level to support Indigenous service providers (e.g. friendship centres, Aboriginal Head Start providers) and CMSMs/DSSABs to collaboratively build on opportunities identified through preliminary needs assessments.

Funding is provided by the Province to encourage local Indigenous service providers and service system managers to work together to bring forward proposals to the ministry for expanded access to culturally-relevant child care and child and family programs at the local level. The proposals will support the Province's prioritization of immediate and longer-term opportunities, and inform decisions about new programs and allocations.

In reviewing local proposals, the Ministry of Education will consider factors such as:

- The responsiveness of the proposed program to an identified need, opportunity, or service gap
- The implementation readiness of the proposed program/provider
- Whether the proposed program would result in a net increase in access to service
- The extent to which the proposed program would support a balanced distribution of services/resources across groups and communities, and
- The extent to which the proposed program reflects potential opportunities to leverage existing programs, infrastructure and/or partnerships.

One-Time Capacity Funding

St.-Thomas-Elgin Social Services, Children's Services division, has applied and been approved for \$50,000 to support the collaborative planning process, needs assessment, and the development of proposals. The planning is being lead by Indigenous partners including community members, the N'Amerind Friendship Centre, Thames Valley District School Board's First Nations, Metis and Inuit (FNMI) program, and the Southwest Ontario Housing Access Centre.

Discussions on the Indigenous community's needs in the area of child care and early learning have begun and it is intended that the funding will be allocated to support a robust local plan including

proposals. Expenses are expected to include human resources to gather and analyze data specific to the Indigenous community, renting space to bring community partners for discussions and increasing cultural competency in the broader child care and early years sector. The needs assessment and local plan with proposals are to be completed by May 31, 2017.


In order to commit St. Thomas/Elgin’s allocation of \$50,000, a Transfer Payment Agreement must be signed and returned to the Province before March 15, 2017. The Transfer Payment Agreement, which is attached to this report, outlines general terms and conditions for the funding, a description of proposed activities, and anticipated outcomes.

Council’s approval to sign the Transfer Payment Agreement is respectfully requested.

Submitted by



Jeff Wilson
Children’s Services Program Operations Co-ordinator

| | | | | | |
|---|--------------|----------|------------|-----------------|---|
| Reviewed By:  | _____ | _____ | _____ | _____ |  |
| Treasury | Env Services | Planning | City Clerk | Human Resources | STEOW |



W.S. GRAVES
CITY MANAGER

**Ministry of Education
Early Years Division**

Mowat Block, 24th floor
900 Bay St.
Queen's Park
Toronto ON M7A 1L2

**Ministère de l'Éducation
Division de la petite enfance**

Édifice Mowat, 24^e étage
900, rue Bay
Queen's Park
Toronto ON M7A 1L2



Memorandum To: Chief Administrative Officers, CMSMs/DSSABs
General Managers/Commissioners, CMSMs/DSSABs
Children's Service Leads, CMSMs/DSSABs

From: Julia Danos
Director
Early Years Implementation Branch

Date: January 19, 2017

Subject: *Journey Together* Early Years Commitments – CMSM/DSSAB
Capacity Funding Allocations

The purpose of this memo is to provide service system managers with their approved capacity funding allocations to support the implementation of the Ministry of Education's (EDU's) early years initiatives under *The Journey Together: Ontario's Commitment to Reconciliation with Indigenous Peoples*.

The *Journey Together* early years initiative is intended to enhance access to culturally relevant, Indigenous-led early years programs and services off-reserve, including child care and child and family programs. One-time capacity funding is available to Consolidated Municipal Service Managers (CMSMs) and District Social Services Administration Boards (DSSABs), as well as the six key provincial Indigenous partner organizations who have been engaged in *Journey Together* planning with the ministry over the past several months. Memos and application templates were released to the sector on November 3, 2016, and applications were due to the ministry on November 30.

Capacity funding is intended to support Indigenous organizations and CMSMs/DSSABs to engage in meaningful collaborative discussions with one another, and to support the development of proposals for expanded access to culturally-relevant child care and child and family programs. Please find enclosed your transfer payment agreement (TPA) and a Capacity Funding Attestation. Please note that signed TPAs must be received by EDU no later than **March 15, 2017**. Payments are expected to be released in April 2017, though earlier submission of your signed agreement may allow for your payment to be released in March.

Additional information regarding the format and content of local proposals will follow in the coming weeks. Please note that in response to feedback regarding project timelines and the need to foster strong working relationships at the local level, the due date for proposals has been extended to **May 31, 2017**.

Key Timelines:

- Signed CMSM/DSSAB TPAs submitted to ministry: **no later than March 15, 2017**
- Joint local proposals due to ministry: **May 31, 2017**
- Capacity funds spent in full: **May 31, 2017**
- Capacity funding attestation report due to ministry: **July 31, 2017**

Thank you for your submissions and for your continued leadership and commitment to this initiative. We look forward to our ongoing collaboration.

Sincerely,



Julia Danos
Director
Early Years Implementation Branch

Copy: Med Ahmadoun, Director , Financial Analysis and Accountability Branch
EDU Child Care Advisors
EDU Financial Analysts

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 1st day of December, 2016 (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Education**

(the “Province”)

- and -

The Corporation of the City of St. Thomas

(the “Recipient”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

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

any amending agreement entered into as provided for below,

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

COUNTERPARTS

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

AMENDING THE AGREEMENT

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

ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Education**

by:

Date

Name:

Title:

Authorized Signing Officer

The Corporation of the City of St. Thomas

by:

Date

Name:

Title:

by:

Date

Name:

Title:

I/We have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

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

1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions referred to in section 9.1 and as specified in Schedule “B”.

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

“Budget” means the budget attached to the Agreement as Schedule “D”.

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

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiration Date” means the date on which this Agreement will expire and is the date set out in Schedule “B”.

“Funding Year” means:

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

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

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

appointees and employees.

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

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

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

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

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

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

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

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;

- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province will:

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

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Project. The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 No Changes. The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

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

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

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

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

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

- 4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
- (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
 - (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

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

6.0 CONFLICT OF INTEREST

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

- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

- 6.3 **Disclosure to Province.** The Recipient will:

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

7.0 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule “F”, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

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

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

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient’s premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

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

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

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

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

9.0 FURTHER CONDITIONS

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

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

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

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

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

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

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

12.0 INSURANCE

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

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

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

13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

- 14.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.
- 14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b).
- 14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 15.1 **Events of Default.** Each of the following events will constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.
- 15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

17.0 FUNDS UPON EXPIRY

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

18.0 REPAYMENT

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

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

18.2 **Debt Due.** If, pursuant to the Agreement:

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

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

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

18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.

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

19.0 NOTICE

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

19.2 **Notice Given.** Notice will be deemed to have been given:

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

19.3 **Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

21.0 SEVERABILITY OF PROVISIONS

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

22.0 WAIVER

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

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

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

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

27.0 JOINT AND SEVERAL LIABILITY

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

28.0 RIGHTS AND REMEDIES CUMULATIVE

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

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 **Recipient Acknowledges.** The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and

- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 Other Agreements. If the Recipient:

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

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

31.0 SURVIVAL

- 31.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.47.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

| | |
|--|---|
| Maximum Funds | \$50, 000 |
| Expiration Date | August 31, 2017 |
| Insurance | \$ 2,000,000 |
| Amount for the purposes of section 5.2 of Schedule “A” | \$ 2,000 |
| Contact information for the purposes of Notice to the Province | <p>Early Years Implementation Branch, Ministry of Education</p> <p>900 Bay Street, Mowat Block, 24th Floor, Toronto, ON, M7A 1L2</p> <p>Attention: Julia Danos, Director</p> <p>Fax: 416-314-7836</p> <p>Email: tpa.edu.EarlyLearning@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient | <p>Name: Elizabeth Sebestyen</p> <p>Position: Program Manager</p> <p>Fax:</p> <p>Email: esebestyen@stthomas.ca</p> |

SCHEDULE “C”**PROJECT DESCRIPTION AND TIMELINES**Project Description

The Recipient shall use one-time funding provided under this Agreement to support planning and the development of proposals to increase the number of culturally relevant child care spaces and expand access to child and family programs for Indigenous children and families off reserve. Proposals will be submitted to the ministry to prioritize immediate and longer term opportunities to enhance child care and child and family programs and will inform decisions about new programs and allocations.

More specifically, Funds provided under this Agreement are to support the approved activities specified in Schedule “G” – Approved Application.:

Timelines

The Funds can be used to cover expenses incurred by the Recipient and associated organizations involved in the local planning process (where applicable) between December 1, 2016 and May 31, 2017.

SCHEDULE “D”**BUDGET**2016-17 Allocation

| The Corporation of the City of St. Thomas | |
|---|-----------|
| <i>The Journey Together Capacity Funding Allocation</i> | \$50, 000 |

Eligible expenses include:

- Activities of lead staff designated by the Recipient to work with local partners on this initiative;
- Travel costs for lead staff;
- Research, engagement and information-gathering to identify local needs and opportunities;
- Participation in activities to build relationships with local partners;
- Participation in meetings with local partners to discuss priorities and develop local plans/proposals; and
- Other activities deemed necessary by the Recipient in order to support this initiative.

A reasonable amount of the Funds can be used for customary gifts, in recognition of the importance of such practices in many Indigenous cultures.

SCHEDULE “E”**PAYMENT PLAN**

The Recipient shall receive a one-time payment as outlined in Schedule “D” upon the Province’s receipt of a signed Transfer Payment Agreement.

SCHEDULE “F”
REPORTING

Financial and Outcomes Reporting

The Recipient is required to report on expenses incurred between December 1, 2016 and May 31, 2017 using the Capacity Funding Attestation provided.

The Recipient must submit the following documents to the Province as per the following cycle:

| Submission Type | Due Date |
|-----------------------------------|-----------------|
| Signed Transfer Payment Agreement | March 15, 2017 |
| Capacity Funding Attestation | July 31, 2017 |

The ministry reserves the right to request additional information as required to verify the eligibility of expenses, as described in this Agreement.

Any unspent funds under this Agreement must be returned to the ministry along with an attestation through a cheque payable to the “Ontario Minister of Finance”

SCHEDULE “G”
APPROVED APPLICATION.

The Journey Together: Off-Reserve Early Years Commitments
2016-17 Capacity Funding Application

| | |
|------------------------------------|--|
| Name of Entity (i.e. CMSM/DSSAB): | City of St. Thomas |
| Contact Person: | Jeff Wilson |
| Position: | Programs and Operations Coordinator |
| Email: | jwilson@stthomas.ca |
| Phone: | 519-631-9350 ext 7170 |
| Total Amount of Funding Requested: | \$50,000 |

Please describe your proposed activities and explain how they will help support this initiative (add more lines as needed):

| Description of Proposed Activties | Anticipated Outcomes | Timelines | Budget |
|---|---|-----------------|----------|
| Community Planning Sessions - Hold gatherings of community partner agencies in collaboration with indigenous partners | Identify needs and service gaps existing in St. Thomas and Elgin. Broaden knowledge of the Truth and Reconciliation Commission's recommendations. Create meaningful connections and identify opportunities to better collaborate with Indigenous partners with the goal of providing better service to children and families. These community planning sessions are intended to inform the path forward for collaboration with Indigenous partners and the information gathered will direct St. Thomas - Elgin's proposal for expanding access to culturally relevant child care and family supports. | Jan-17 - Apr-17 | \$25,000 |
| Community Partnerships - Work with local friendship centre (Namerind Friendship Centre) and community based indigenous people and groups to deepen partnerships | Create meaningful connections with indigenous partners to better serve children and families in St. Thomas and Elgin. Use relationships to build on existing programs and strengths to plan for increased collaboration. Close partnerships and Indigenous directed planning are expected to inform to St. Thomas - Elgin's proposal for expanding access to culturally relevant care and supports. | Jan-17 - Apr-17 | \$25,000 |
| | | | |
| Total | | | \$50,000 |



Corporation of the
City of St. Thomas

Report No.

HR-04-17

File No.

Directed to: Mayor Heather Jackson and Members of City Council

Date Authored:

February 2, 2017

Meeting Date:

February 13, 2017

Department: Human Resources

Attachment

Prepared By: Carrie Leach, Safety & Disability Manager

Subject: ASBESTOS CONTAINING MATERIALS UPDATE

RECOMMENDATIONS:

- That Council receive Report HR-04-17 for information,

REPORT:

The Occupational Health and Safety Act, along with regulation 278/05 "Designated Substance Asbestos on Construction Projects and in Buildings and Repair Operation" require that (Sec 8 (2)(c)) "if the owner of a building know or ought reasonably to know that asbestos containing material has been used in a building for any purpose related to the building including insulation, fire-proofing and ceiling tiles," the owner must maintain a record identifying the location of all material described in the regulation, if the material is known to be asbestos-containing material, the type of asbestos, and update the record at least once in each 12- month period.

In 2016 all City owned buildings containing asbestos materials that were classified as Priority 1 (asbestos-containing material highly recommended to be removed, repaired or encapsulated) was repaired and/or removed. This leaves only Priority 2 areas (asbestos-containing materials could remain in place until system upgrading or renovations are to occur). The only exception was the Justice Building and it was decided to be left as is due to the move to the new location. A visual assessment was done with building maintenance at the Justice Building and the areas containing asbestos are areas that would not be disturbed by staff but only by building maintenance who are aware of the asbestos and have had the appropriate training.

The newly acquired Housing Department buildings are currently being assessed by T. Harris Environmental. The last assessment is scheduled for February 8, 2017 and then the reports will be completed and sent to the City. If there are any asbestos materials classified as Priority 1 a plan will be implemented to have the areas repaired and/or removed.

A reassessment will be completed on all buildings in 2017 as part of the legislated requirement to update the record at least once in each 12 month period.

CONCLUSION:

The Human Resources Department has an annual line item in the budget for contracted services which includes the asbestos program. The goal over the next several years is to remove all asbestos from all City owned buildings. A plan is being developed in consultation with Building Maintenance.

Prepared by,

Carrie Leach, Safety & Disability Manager

Reviewed by,

Graham Dart, Director, Human Resources

Reviewed By:

Treasury

Env Services

Planning

City Clerk

Parks & Rec.

W.S. GRAVES
CITY MANAGER

Feb 7, 2017

City Clerk
City of St. Thomas

City of St. Thomas
Received

Re: Street Name List

FEB 07 2017

Madame City Clerk:

City Clerks Dept.

I wish to add the following name to the City's Suggested Street Names List

ARTHUR BRUCE DOAN [deceased]

- Born and long time resident of St. Thomas
- WW11 RCAF air crew
- Served as St. Thomas City Police Officer - following the War
- Long career as Truant /Probation Officer for St. Thomas/Elgin
- Commanded the Elgin Regiment [RCAC} 1968- 1971
- Community Volunteer including:
 - St. Thomas Library Board
 - St. John Ambulance
 - Elgin Military Museum Board of Governors

Submitted by:

Mark Tinlin
City Councillor

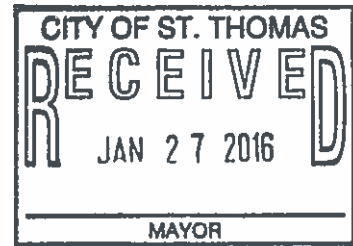


January 25, 2017

City of St. Thomas
Received

FEB 03 2017

City Clerks Dept.



Mayor Heather Jackson
City of St. Thomas
P.O Box 520
545 Talbot Street
St. Thomas, ON N5P 3V7

Dear Mayor Jackson and City of St. Thomas Council:

Please be advised that Elgin County Council adopted the following resolution at its meeting held on January 24, 2017:

"THAT Elgin County support the application by the City of St. Thomas to be a pilot site under the Basic Income Project.

- Carried.
(signed) Warden Grant Jones"

Elgin County Council believes that it is important to provide financial support to help people meet their basic needs, improve their quality of life, and reduce chronic poverty. Elgin encourages the Province to consider St. Thomas/Elgin as a pilot site to test a new model of income support. Our area is a good representation of the realities of residents living in an urban/rural setting and we welcome the opportunity to be part of a project that tests the basic income theory.

Yours truly,

Mark McDonald,
Chief Administrative Officer

cc Elizabeth Sebestyen, Acting Director, St. Thomas – Elgin Ontario Works

County of Elgin
Administrative Services
450 Sunset Drive
St. Thomas, ON N5R 5V1
Phone: 519-631-1460
www.elgincounty.ca

THE CORPORATION OF THE
TOWNSHIP OF MONTAGUE



6547 ROGER STEVENS DRIVE
P.O. BOX 755
SMITHS FALLS, ON K7A 4W6
TEL: (613) 283-7478
FAX: (613) 283-3112
www.township.montague.on.ca

December 22nd, 2016

VIA Email

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

City of St. Thomas
Reprinted

FEB 01 2017

City Clerks Dept

Dear Honourable Wynne,

The Council of the Corporation of the Township of Montague at its Council meeting on November 15th, 2016 passed Resolution 310-2016, related to funding for Internet connectivity in libraries across Ontario.

Please find the resolution attached to this letter.

Please feel free to contact Jasmin Ralph at jralph@township.montague.on.ca or at 613-283-7478.

Thank you,

Jasmin Ralph
Acting CAO/Clerk

Cc: Hon. Eleanor McMahon, Minister of Tourism, Culture and Sport
Cc: Southern Ontario Library Service
Cc: Randy Hillier, MPP
Cc: Scott Reid, MP
Cc: All municipalities in Ontario



TOWNSHIP OF MONTAGUE

MOVED BY: V. Carol

RESOLUTION NO: 310-2016

SECONDED BY: J. Abbass

DATE: November 15th, 2016

Whereas the Council of the Township of Montague supports the Merrickville and Smiths Falls Public Library; and

Whereas the Township recognizes the value that the libraries bring to the Township by providing essential services to members of the public, including computer and internet access where it may otherwise be unavailable; and

Whereas the Township of Montague has been notified that the Merrickville Public Library may lose funding for Internet Connectivity for 2017;

Now therefore be it resolved that the Council of the Township of Montague hereby requests the Ministry of Tourism, Culture and Sport and the Southern Ontario Library Service maintains funding for libraries for internet connectivity; and

That this resolution be circulated to MTCS, the Southern Ontario Library Service, MP Scott Reid, MPP Randy Hillier, the Premier of Ontario and all municipalities.

☒ CARRIED

☐ DEFEATED

REEVE



LEGISLATIVE ASSEMBLY

Patrick Brown, MPPSimcoe North
Leader of the Official Opposition

Midland Office:
482 Elizabeth Street
Midland, Ontario L4R 1Z8
Tel: 705-526-8671
Fax: 705-526-8600
patrick.brownco@pc.ola.org

Orillia Office:
210 Memorial Ave, Unit 106
Orillia, Ontario L3V 7V1
Tel: 705-326-3246
Fax: 705-326-9579
patrick.brownco@pc.ola.org

Queen's Park:
Room 381, Legislative Building
Queen's Park
Toronto, Ontario M7A 1A8
Tel: 416-325-0445
Fax: 416-325-0491
patrick.brown@pc.ola.org

February 1, 2017

Dear Head of Council,

Following my speech to the Rural Ontario Municipalities Association (ROMA), I would like to take the opportunity to reiterate the Ontario PC Caucus' unequivocal support for natural gas expansion in Ontario.

While I was encouraged by the Liberal Government's announcement of natural gas expansion at the ROMA conference, I remain concerned that they have no real intention on following through with this announcement.

The Liberal Government first announced \$230 million in investments for natural gas expansion in 2014, and we still haven't seen a single cent of that money spent. Meanwhile, the government's announcement at this week's conference amounts to a cut of \$130 million from the original promised investment.

What's more, I question the government's commitment to the future of natural gas in Ontario. Last May, The Globe and Mail reported on a leaked copy of the *Climate Change Action Plan* that was debated within cabinet. The document detailed a plan to phase out the use of natural gas for home heating in a little more than a decade.

While the Liberal Government immediately denied that they had any plan to phase out natural gas once the document was made public, comments made by the Minister of Environment and Climate Change Glen Murray suggest otherwise. On May 12, 2016, Glen Murray was quoted as saying in the Legislature "home heating in the future is going to have to come from sources other than natural gas."

The time for action and investment in natural gas infrastructure is now. Ontario has already missed out on business investment opportunities because of a lack of natural gas infrastructure.

An Ontario PC government would make investing in natural gas infrastructure an immediate priority. We would not let rural municipalities continue to be burdened by increasingly expensive electricity prices when more affordable and reliable options are available.



LEGISLATIVE ASSEMBLY

Patrick Brown, MPP

Simcoe North
Leader of the Official Opposition

Midland Office:
482 Elizabeth Street
Midland, Ontario L4R 1Z8
Tel: 705-526-8671
Fax: 705-526-8600
patrick.brownco@pc.ola.org

Orillia Office:
210 Memorial Ave, Unit 108
Orillia, Ontario L3V 7V1
Tel: 705-326-3246
Fax: 705-326-9579
patrick.brownco@pc.ola.org

Queen's Park:
Room 381, Legislative Building
Queen's Park
Toronto, Ontario M7A 1A8
Tel: 416-325-0445
Fax: 416-325-0491
patrick.brown@pc.ola.org

If you have any questions, suggestions, or concerns, I encourage you to reach out to the office of the Ontario PC Caucus' Municipal Affairs and Housing critic Ernie Hardeman at ernie.hardeman@pc.ola.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Brown".

Patrick Brown
Leader of the Official Opposition
MPP – Simcoe North

c. MPP Ernie Hardeman, Ontario PC Caucus' Critic for Municipal Affairs & Housing