



CORPORATION OF THE TOWNSHIP OF PRINCE  
AGENDA  
April 12, 2022  
6:45 PM  
COMMUNITY HALL

---

Join Zoom Meeting  
TBA

1. Call to order
2. Approve Agenda
3. Disclosure of Pecuniary Interest
  - a) Councillor Matthews – re: CAO/Clerk-Treasurer position
4. Minutes of Previous Meeting
  - a) Minutes of Regular Meeting, March 8, 2022
  - b) Minutes of Special Meetings, March 2, March 22
5. Questions and information arising out of the minutes.
6. Petitions and/or delegations- none
7. Staff Reports
  - a) Fire Chief Report
  - b) Road Report (if available)
  - c) CAO/Clerk/Treasurer's Report- Revenue and Expenditure Report from February 2022.
  - d) Proposed Budget for discussion (to be forwarded on Monday)
  - e) NORDS – Annual Report and PIF
  - f) i. & ii. Complaints to be answered by Council
  - g) Proposed updated user fees
8. Planning- Public Highway Designation
  - a) M1-2022 – Minor Variance application (decision to follow)
9. By-Laws
  - a) DSSAB contracts for Early On – (to pass or be reviewed by legal counsel)
10. Notice and Notice of Motions
11. Correspondence
  - a) MMAH Covid deployment measures



CORPORATION OF THE TOWNSHIP OF PRINCE

AGENDA

April 12, 2022

6:45 PM

COMMUNITY HALL

---

- b) BDO – Would a four day work week work for you
- c) Conservation Authority and Fisheries and Oceans – Marina update

12. Minutes of Boards and Committees

13. New Business

- a) i. Proposed Marina Fees
- a) ii. Proposed Prince Township Marina policy
- b) Leepfrog – information on site and requested letter of concurrence
- c) FONOM Conference information and Provincial Leaders debate
- d) NOHFC Community Enhancement Program- Rural – firehall painting - resolution
- e) Resolutions of support
  - Halton Hills – moratorium on new gravel mining applications

14. Old Business- discussion

15. Closed Session

16. Confirmatory By-Law- 2022-06

17. Adjournment



**CORPORATION OF THE TOWNSHIP OF PRINCE  
REGULAR MEETING  
Addendum  
April 12, 2022  
6:45 p.m. – Community Hall & ZOOM**

---

Join Zoom Meeting

<https://us02web.zoom.us/j/84152681957?pwd=WWJ4NDZUa1VJSUpIM3dodlBHZDJLQT09>

Meeting ID: 841 5268 1957

Passcode: 446297

7. Staff Reports

- d) Budget figures

8. Planning

- a) M1-2022 decision and supporting documentation

9. By-laws

- a) DSSAB Early On Contract
- b) DSSAB Child Care Contract

14. Closed

- a) Personnel Matter: - Letter to Council
- b) Media Training under Section 39 (a) of the Municipal Act

Agenda April 14, 2020

### Conflict of Interest Declaration

To prevent conflicts of interest and in accordance with The *Municipal Conflict of Interest Act*, all Township of Prince Council are required to declare all applicable conflicts:

- Please refer to the *Municipal Conflict of Interest Act* as amended
- This form must be completed any time a Council member is in conflict, and before any consideration of the issue, pursuant to the *Act*.

Council Member Conflict of Interest Declaration	
I am declaring the following conflict of interest: All financial dealings of the Municipality – including <u>CAO HIRING PROCEDURE</u> on the basis that <u>I AM APPLYING FOR THE POSITION</u>	
I will disclose this conflict at the regular meeting of Council held on <u>April 12 2021</u>	
I hereby declare that I have disclosed all relevant information that pertains to the conflict of interest noted above and that all of the information provided is accurate to the best of my knowledge.	
Name: <u>MICHAEL MATTHEWS</u>	
Position: <u>COUNCILLOR</u>	
Date: <u>APR 07, 2022</u>	Signature <u>Michael Matthews</u>
Phone Number: ( ) <u>705-779-3575</u>	Work e-mail: <u>michaelmatthews55M@gmail.com</u>
Council meeting where declaration to be made:	
Date Received by Clerk:	
Signature of Clerk:	



CORPORATION OF THE TOWNSHIP OF PRINCE  
REGULAR MEETING  
Minutes  
March 8, 2022  
6:45 p.m  
Community Hall and Zoom

---

---

Present: Council: K. Lamming, E. Caputo, I. Chambers, M. Matthews, E. Palumbo (virtual)  
Staff: M.L. Duguay,  
Public: M. LaHaye, M. Christenson, L. Mousseau, L. Bagg, S. Tremblay, A. Tremblay, D. Mousseau, A. Olar-Kind, K. Parniak, D. Parniak, P. Greco, A. Trudeau

1. Call to Order 6:45 p.m.
2. Approve Agenda

Resolution 2022-44

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Palumbo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** hereby approves the agenda of March 8, 2022 and any addendums, as presented. CARRIED

3. Disclosure of interest-none
4. Minutes of Previous meeting
  - a) Minutes of Regular meeting Feb. 8, 2022 and Special meeting, Feb. 17, 2022.

Resolution 2022-15

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Caputo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** approves the minutes of the Regular meeting of Jan. 11, 2022 and Special meeting of Jan. 31, 2022, as presented/amended. CARRIED

5. Questions and information arising out of the minutes. -NONE
6. Petition and delegations- NONE
7. Staff Reports
  - a) Fire Chief report

Resolution 2022-46

Moved by: Councillor M. Matthews

Seconded by: Councillor I. Chambers

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** accepts the Fire Chief's report dated March 8, 2022 as information. CARRIED

- b) Clerk's Revenue and Expenditure Reports for February 2022.

Resolution 2022-47

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Palumbo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** approve the revenue and expenditure report for February 2022. Expenses \$419,067.09 Revenue \$391,328.24. CARRIED

8. Planning
9. By-laws
10. Motions and notice of motions
11. Correspondence

- a) Letter – Resident R. Lucas
- b) Multi-Municipal Wind Turbine Working Group
- c) Zonka Advocacy Committee- thank you card to Parent Child Centre employees

12. Minutes of Boards and Committees- none

13. New Business

- a) Inclusive Community Grant application- paving areas for accessibility

Resolution 2022-48

Moved by: Councillor M. Matthews

Seconded by: Councillor I. Chambers

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** hereby approves the application for the Inclusive Community Grant- paving areas for accessibility- in front of pavilion to washrooms back door parking spot and path to back door, in front of main doors) CARRIED

- b) Crimestoppers donation

Resolution 2022-49

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Palumbo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** approves a donation of \$500 to Crimestoppers. CARRIED

- c) NOHFC Community Enhancement Program – Rural- firehall painting

Resolution 2022-50

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Palumbo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE** approves the application for the NOHFC Community Enhancement program- Rural- firehall painting CARRIED

- d) Kitchen Renovations - Island

- e) Resolutions of Support

Resolution 2022-52

Moved by: Councillor M. Matthews

Seconded by: Councillor I. Chambers

**BE IT RESOLVED** that the Council of the Township Prince supports the requests from various townships for the Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements; and,

**BE IT RESOLVED** That this resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, AMO, ROMA, and all Ontario municipalities CARRIED

Resolution 2022-52

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Caputo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** hereby supports the resolution from Northwestern Ontario Municipal Association (NOMA) regarding supporting the expansion of Northern Ontario School of Medicine (NOSM) to address the urgent need for physicians in Northern Ontario; and

BE IT RESOLVED that a copy of this resolution be forwarded Premier Doug Ford, Minister of Colleges and Universities Jill Dunlop, Minister of Health Christine Elliot, Minister of Economic Development, Job Creation & Trade Victor Fedeli, local MP's and MPP's, Ontario Medical Association, Northern School of Medicine, Northern Ontario Academic Medicine Association, Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), all Ontario Municipalities.  
CARRIED

f) Roof Estimates

Resolution 2022-58

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Palumbo

BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP approves hiring Dynamic Roofing to replace the Township roof at a cost of \$55,076.20. CARRIED

Old Business – discussion

14. Closed Session

Resolution 2022-54

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Palumbo

BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP move into closed session at 7:11 pm pursuant to Section 239(2) of the *Municipal Act, 2020* to discuss:

a) Labour relations or employee negotiations – Staff/Council relations  
CARRIED

CLOSED MEETING ATTENDED BY THE 3 STAFF OF THE TOWNSHIP OFFICE.  
STAFF WALKED OUT OF THE MEETING AT 7:30 PM AND THE MEETING WAS DISCONTINUED.

Return to Open

Resolution 2022-55

Moved by:

Seconded by:

BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP move into open session at:

15. Confirmatory By-law

Resolution 2022-257

Moved by:

Seconded by:

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** adopts By-Law 2022-06 being a by-law to adopt, ratify, and confirm the action of Council for March 8, 2022.

16. Adjournment

Resolution 2022-57

Moved by: Councillor

Seconded by: Councillor

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** adjourns at

---

Ken Lamming, Mayor

---

Mary Lynn Duguay, CAO/Clerk/Treasurer



CORPORATION OF THE TOWNSHIP OF PRINCE  
SPECIAL CLOSED MEETING OF COUNCIL

Minutes  
March 2, 2022  
6:30 p.m  
Community Hall and Zoom

---

Present: Council: K. Lamming, E. Caputo, M. Matthews, E. Palumbo (virtual). I Chambers, Carla Fairbrother, DSSAB, Mike Nadeau, DSSAB, Tim Harmar, Wishart Law, Nathan Dool, BDO, Kate Parniak, Program manager Parent/Child Centre, Peggy Greco.  
Staff: M.L. Duguay

1. Call to Order 6:30 p.m.

2. Approve Agenda

Resolution 2022-40

Moved by: Councillor E. Caputo

Seconded by: Councillor M. Matthews

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** hereby approves the special closed meeting agenda of March 1, 2022 and any addendums, as presented. CARRIED

3. Disclosure of interest- NONE

4. Closed Session

Resolution 2022-41

Moved by: Councillor M. Matthews

Seconded by: E. Caputo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** move into closed session at 6:32 pm to discuss the following:

Labour Relations or employee negotiations – Parent Child Centre/Prince Township relationship  
CARRIED

5. Return to Open

Resolution 2022-42

Moved by: Councillor M. Matthews

Seconded by: E. Palumbo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** moves into open session at 7:14 pm.  
CARRIED

1. Adjournment

Resolution 2022-43

Moved by: Councillor M. Matthews

Seconded by: Councillor E. Caputo

**BE IT RESOLVED THAT THE COUNCIL OF PRINCE TOWNSHIP** hereby adjourns at 7:14 pm.  
CARRIED

---

Ken Lamming – Mayor

---

Mary Lynn Duguay, CAO/Clerk/Treasurer



## COUNCIL REPORT

---

<b>Date:</b> April 7, 2022	<b>Date Presented:</b> April 12, 2022
<b>Prepared By:</b> Steve Hemsworth	<b>Rank:</b> Fire Chief

### Operations

Responses for March	2022 Total
Medical – 0	2
Fires – 0	0
MVA – 0	0
Other- 0	0

### Personnel

No change.

### Training

Training for the month of March concentrated on Rapid Intervention Teams and firefighter rescue.

Arrangements have been made with the Ontario Fire College for Prince Township to host an NFPA 1001 Firefighter Level 2 course. We will be inviting firefighters from other area departments as we did last year with the Firefighter Level 1 course and be charging a fee of \$350.00 per firefighter to cover costs. There will be a heavy on line portion prior to the practical sessions. The course dates are:

- August 12, 13 and 14, 2022
- September 30, October 1 and 2, 2022
- Written and practical testing will take place October 15, 2022

There will be three Prince Firefighters attending.

## **Equipment**

Annual safety was completed on Pump 1 with no issues.

## **Fire Prevention**

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

**Expenditure Report  
Mar-22**

Agenda Item  
7 c)

<b>Chq #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
3850-3861	Payroll		\$ 11,945.55
9924	Receiver General	Feb. remittance	5,221.21
9925	ENBRIDGE GAS INC.	February Natural Gas	3,331.09
9926	void		-
9927	Archibald Bros.	Sanding/snowploughing	4,254.45
9928	Public Utilities Corporation	hydro and water system	1,870.90
9929	Spectrum Group	tower rental	367.25
9930	WirelessCom Ca Inc.	phone/internet/anti-virus	466.67
9931	Receiver General	garnishment	329.02
9932	Peggy Greco	consulting fee-t4/training	1,140.00
9933	GFL Environmental Inc.	waste & recycling	7,276.52
9934	SPI Health and Safety Inc.	SCUBA flow testing	1,428.35
9935	Xerox Canada Inc.	photo copies	43.51
9936	Steve Hemsworth	carbide tips - reciprocating saw	60.99
9937	void		-
9938	Collabria Visa	S&T-disconnect propane stove	323.39
9939	Superior North Electrical	electrical repairs - fire hall	2,633.56
9940	WirelessCom Ca Inc.	repairs to fax line	180.24
9941	Wolseley Mechanical Group	absolute cartridge - water system	53.25
9942	Stephen Turco, RPP	planning services	440.00
9943	void		-
9944	Mary Lynn Duguay	Jan to Mar cell phone	180.00
9945	ARGO INDUSTRIAL SERVICES	drainage repair/ice removal -heat trace	1,189.13
9946	Stephen Turco, RPP	planning services	320.00
9947	Minister of Finance - Ontario	Employee Health Tax 2021 remittance	11,701.76
9948	East Algoma Road Superintendent Assoc.	membership	195.00
9949	Pro North Roofing	snow and ice removal and roof patching	4,334.68
9950	MEPCO	membership	41.53
9951	Sault College	Scholarship	500.00
9952	Algoma Kinniwabi Travel Association	membership	367.25
9953	ARGO INDUSTRIAL SERVICES	kitchen renovations	18,322.95
9954	Avery Construction	WSP #5 Payment holdback Walls Rd	4,057.42
9955	Bell Canada	March phone bill	139.73
9956	Municipal Property Assessment Corporation	Second Quarter Payment	5,101.25
9957	Public Utilities Corporation	Streetlighting/hydrants/water system	2,584.96
9958	Spectrum Group	repairs to Mic connection	154.23
9959	Airways General Store	fuyel for vehicles	836.07
9960	Pioneer Construction Inc.	cold mix	161.07
9961	Frankie's Automotive & Body Shop	MVI yellow sticker	169.44
9962	UAP INC.	Drivers Daily NCR	47.53
9963	Sault Ste. Marie & District SPCA	Annual user fee - SPCA	750.00
9964	City of Sault Ste. Marie	Police Services, snow ploughing/sanding	27,032.74
9965	GFL Environmental Inc.	Vac with Onboard	327.70
9966	Orkin Canada Corporation	pest control	140.12
9967	Reliable Maintenance Products	cleaning supplies	234.35
9968	Receiver General for Canada	Radio Renewal fee	480.84
9969	Superior Chrysler Dodge Jeep	Check Engine light on	152.55
9970	Xerox Canada Inc.	photo copies	22.28
9971	ENBRIDGE GAS INC.	March natural gas	1,223.39
9972	void		-
			<b>\$ 122,133.92</b>

**Prince Township Revenue Report  
March 2022**

**Agenda Item  
7 c)**

Decription	Amount	Totals
Covid Funding	480.00	
Dog Tags	112.50	
Hall Rentals	50.00	
MTO - refund	51.00	
Newsletter advertising	5.00	
NOHFC Intern funding 2020/2021	29,511.90	
Northern Ontario R D S funding	67,708.51	
Ontario Municipal Partnership Funding	40,487.76	
Planning Consent and Minor Variance	575.00	
Recreation donations	30.00	
Service Charges	50.00	
Stewardship Ontario Waste Diversion Grant - 2021 4th quarter	4,862.24	
Tax Certificates	30.00	
<b>Subtotal</b>		\$ 143,953.91
Property Tax Receipts		131,472.18
<b>Total Revenue</b>		<b>\$ 275,426.09</b>

**2022 Budget  
Expenditures**

Account	Account description	2021 Budget	2021 Actual	2022 Budget	Notes
	<b>General</b>				
01-30-300100	Council Wages	27,720.00	27,285.00	27,285.00	
01-30-300110	Council - Other	1,200.00	3,550.15	1,200.00	CAO eval, IC investig.
01-30-300115	Council- Training			2,000.00	
01-30-300116	Council - Travel			1,000.00	
01-30-300200	Wages for Office and custodian	178,508.50	160,798.55	192,336.00	3% increase
01-30-300250	Internship wages	27,913.00	27,913.00		
01-30-300300	CPP	12,687.50	8,496.33	9,770.78	
01-30-300310	EI	4,060.00	3,509.00	4,035.35	
01-30-300330	OMERS	16,240.00	14,040.83	16,146.95	
01-30-300340	Employer Health Tax	5,582.50	3,910.36	4,496.91	
01-30-300350	Workers Compensation	17,077.50	5,204.13	5,984.75	
01-30-300360	Extended Benefits	7,762.50	13,371.68	20,480.48	extended benefits same coverage as last year as per Mayor's email
01-30-300500	Election Expense			3,000.00	*** likely too low if consultants are running the election
01-30-300510	Advertising	1,250.00	1,379.85	400.00	Wall of rememb-\$325, K9 book-\$300, MADD-\$305, Legion Book-\$261
01-30-300600	Admin Training	1,000.00	528.99	2,000.00	
01-30-300610	Admin Travel	650.00	1,242.09	1,500.00	
01-30-300620	Memberships	1,650.00	1,035.41	1,435.00	MEPCO- municipal pension -40, Algoma Dis. Mun Assoc -100, Kinniwabi - 425, AMCTO - 405, Fed. Can. Mun. - 465
01-30-300700	Auditor	13,500.00	19,307.94	20,000.00	
01-30-300710	Solicitor	15,000.00	10,176.00	15,000.00	
01-30-300715	Professional fees - Consulting	12,000.00	42,209.35	15,000.00	***Asset mgmt - \$15,000 Pay equity 15,000 moved to reserves - Should be increased for E4M fees
01-30-300720	Insurance	52,328.00	48,595.60	54,643.00	1.29% inc
01-30-300800	Tax Sale Costs	1,000.00	5,525.46	1,000.00	
01-30-300900	Office Supply	5,000.00	956.02	1,000.00	
01-30-300910	Computers		14,056.92	3,000.00	broke out from Misc exp
01-30-300911	Photocopies		1,197.30	1,500.00	lease 990.00
01-30-300912	Covid Contingency expenses	500.00	-		
01-30-300913	Postage		4,291.73	3,500.00	lease 459 + postage uploads
01-30-300915	Telephone & Internet		5,862.85	5,500.00	450/month
01-30-300925	Assessment	20,650.00	20,646.28	20,405.00	MPAC levies
01-30-300930	u.s.exchange	-	-		
01-30-300940	Bank Charges	425.00	140.04	400.00	
01-30-300955	Donations	2,500.00	602.31	600.00	
01-30-300970	Enbridge Gas- Capital offset		12,300.00	12,300.00	broke out from Misc. exp.
01-30-300975	Miscellaneous Expense	17,000.00	1,530.55	2,000.00	Pest control 1000 alarm monitoring 550, cleaning supplies
	<b>General subtotal</b>	<b>443,204.50</b>	<b>459,663.72</b>	<b>448,919.23</b>	

2022 Budget

Expenditures (continued)

Account	Account description	2021 Budget	2021 Actual	2022 Budget	Notes
	<b>Protection to persons and</b>				
01-31-310075	Policing	199,550.00	198,422.41	199,000.00	
01-31-310100	Fire Honorariums	45,000.00	43,799.98	45,000.00	
01-31-310120	Pumper 1 Fuel	400.00	691.25	500.00	
01-31-310130	Pumper 1 Repair	500.00	530.31	1,500.00	
01-31-310140	Pump 3 Fuel	400.00	232.79	500.00	
01-31-310150	Pump 3 Repair	5,000.00	6,859.91	1,000.00	
01-31-310170	New Apparatus & Equipment	10,700.00	11,798.40		see capital
01-31-310175	First Response Expense	500.00	475.96	500.00	
01-31-310180	Repairs to Apparatus & Equipment	1,300.00	804.77	1,000.00	
01-31-310185	Recertification of Apparatus and	5,500.00	4,645.36	5,500.00	
01-31-310190	Fire - Licenses & Permits	7,200.00	4,764.41	7,000.00	
01-31-310200	Training	8,000.00	5,674.53	6,750.00	
01-31-310210	Fire Station	8,000.00	6,030.82	8,000.00	PUC, Propane, Pest control, water heater, bell phone, Fire Dispatch service, 911 emergency services
01-31-310215	Mutual Aid and Essentials Course	300.00	-	300.00	
01-31-310220	Miscellaneous Fire	700.00	686.65	700.00	
01-31-310230	Fire Administration	250.00	-		
01-31-310240	Fire Prevention	250.00	92.56	250.00	
01-31-310250	Fire Hydrants	8,600.00	8,852.51	8,600.00	
01-31-310255	Emergency Plan	5,500.00	1,754.72	4,800.00	
01-31-310260	MNR Fire Protection	6,650.00	6,641.09	6,650.00	
01-31-310300	Conservation Authority	5,605.54	6,020.00	6,336.00	
01-31-310405	Animal Control Officer	1,100.00	1,014.78	1,014.78	
01-31-310430	Bylaww Enforcement Wages	2,000.00	7,225.10	7,225.10	
	<b>Protection subtotal</b>	<b>323,005.54</b>	<b>317,018.31</b>	<b>312,125.88</b>	
					<b>Fire department total</b>
					<b>\$ 87,100.00</b>

2022 Budget

Expenditures (continued)

Account	Account description	2021 Budget	2021 Actual	2022 Budget	Notes
	<b>Transportation</b>				
01-32-320000	Quonset Hut - Power	500.00	339.10	500.00	
01-32-320110	Bridges & Culverts - Material	6,000.00	3,729.30	4,000.00	
01-32-320120	Bridges & Culverts - Machinery	3,000.00	6,167.67	4,000.00	
01-32-320180	Brushing- Labour	3,000.00	2,544.00	3,000.00	
01-32-320210	Brushing - Machinery	5,000.00	3,452.21	4,000.00	
01-32-320240	Ditching - Machinery	7,500.00	6,990.92	7,500.00	
01-32-320260	Patching Labour	-	-		
01-32-320270	Patching - Material	5,200.00	2,424.68	3,000.00	
01-32-320280	Patching - Machinery	1,000.00	1,228.74	1,000.00	
01-32-320360	Grading - Machinery	4,500.00	3,676.09	4,000.00	
01-32-320390	Dust Layer - Material	2,000.00	2,842.41	3,000.00	
01-32-320400	Dust Layer - Machinery	1,000.00	1,139.71	1,000.00	
01-32-320420	Gravel Resurfacing- labour	1,000.00	661.44	1,000.00	
01-32-320430	Gravel Resurfacing - Material	10,000.00	10,362.37	11,000.00	
01-32-320440	Gravel Resurfacing - Machinery	5,000.00	661.44	1,000.00	
01-32-320480	Snowplowing - Machinery	22,500.00	31,567.17	35,000.00	
01-32-320520	Sanding - Machinery	22,000.00	20,461.12	22,000.00	
01-32-320590	Safety Devices - Material	1,000.00	721.09	1,000.00	
01-32-320620	Miscellaneous Roads	6,000.00	3,560.98	3,500.00	
01-32-320630	Road Super Wages	54,208.73	9,321.33	54,970.63	Super/labour/3 students Offset by Summer Student grant
01-32-320625	Roads Labourer	7,500.00	7,548.27	8,000.00	
01-32-320640	Training - Roads	500.00	-	500.00	
01-32-320660	Tools - Roads	1,000.00	-	500.00	
01-32-320670	Misc. Repairs	500.00	416.20	500.00	
01-32-320770	Construction - Machinery	1,000.00	-	500.00	
01-32-320910	Truck Expense	5,000.00	6,280.85	6,500.00	\$
01-32-320790	Streetlighting	6,500.00	5,934.31	6,000.00	
	<b>Transportation subtotal</b>	<b>182,408.73</b>	<b>132,031.40</b>	<b>186,970.63</b>	
					<b>Roads total</b>
					<b>180,970.63</b>

**2022 Budget  
Expenditures (continued)**

Account	Account description	2021 Budget	2021 Actual	2022 Budget	Notes
	<b>Environment</b>				
01-33-320630	Road Super Wages	3,872.05	635.28	3,926.47	Super/labour/3 students
01-33-330100	Garbage Collection	15,000.00	33,209.14	38,400.00	GFL =\$6,400/mnth
01-33-330110	Recycling	45,000.00	37,230.54	38,400.00	GFL =\$6,400/mnth
01-33-330200	Garbage Disposal	17,500.00	47.28	200.00	
	<b>Environment subtotal</b>	<b>81,372.05</b>	<b>71,122.24</b>	<b>80,926.47</b>	
	<b>Health</b>				
01-34-320630	Road Super Wages	4,000.00	1,331.67	7,852.95	Super/labour/3 students
01-34-340100	Algoma Health Unit	36,940.00	36,940.00	40,634.00	10% inc
01-34-340200	Cemetery	1,200.00	5,045.69	2,000.00	
	<b>Health subtotal</b>	<b>42,140.00</b>	<b>43,317.36</b>	<b>50,486.95</b>	
	<b>Social/Family</b>				
01-31-310050	Ambulance	79,423.20	78,821.92	82,038.20	increase to levy
01-35-350100	Welfare	69,860.40	70,020.12	72,877.25	
01-35-350110	Child Care - DSSAB	34,092.20	34,140.12	35,533.19	
01-35-350115	Social Housing	212,586.20	213,438.13	222,147.35	
	<b>Social/Family subtotal</b>	<b>395,962.00</b>	<b>396,420.29</b>	<b>412,596.00</b>	
	<b>Recreation/Culture</b>				
01-36-320630	Road Super Wages	11,616.16	1,997.43	11,990.12	Super/labour/3 students
01-36-360100	Parks	1,000.00	234.05	1,000.00	
01-36-360200	Recreation Committee	1,500.00	-		
01-36-360210	Recreation - Other	500.00	-	500.00	
01-36-360300	Library	6,000.00	5,000.00	6,000.00	includes 1000 for audit
01-36-360400	Museum	5,000.00	461.35	5,000.00	see breakdown
01-36-360500	Community Centre	16,500.00	8,490.14	10,000.00	roof maintenance needed
01-36-360520	Hall Fuel	5,150.00	4,199.25	5,500.00	includes fuel for generator
01-36-360530	Hall - Light & Power	4,600.00	4,114.84	4,000.00	
01-36-360540	Hall - Ploughing	3,000.00	-		
01-36-360550	Water Filtration Operating	6,000.00	6,510.83	7,000.00	
01-36-360600	Festival and Events Pavilion	2,000.00	691.43	1,000.00	
	<b>Recreation/Culture subtotal</b>	<b>62,866.16</b>	<b>31,699.32</b>	<b>51,990.12</b>	
	<b>Planning</b>				
01-37-370100	Planning - General	750.00	-	750.00	
01-37-370200	Planning Consultant	10,000.00	4,533.65	10,000.00	
01-37-370300	Planning - Administrator	500.00	-		
	<b>Planning subtotal</b>	<b>11,250.00</b>	<b>4,533.65</b>	<b>10,750.00</b>	

**2022 Budget  
Expenditures (continued)**

<b>Account</b>	<b>Account description</b>	<b>2021 Budget</b>	<b>2021 Actual</b>	<b>2022 Budget</b>	<b>Notes</b>
	<b>Capital</b>				
		-	-		
01-36-135020	Capital - Buildings	100,000.00	77,124.82	66,876.00	8500 water system upgrades+ 58376 roof repair -comm ctre
01-31-135020	Capital Improvements - Fire Hall	24,175.00	18,104.12	14,600.00	4 turnout gear, 5 gloves, 2 boots, hose
	Reserve for Painting of firehall			4,000.00	
03-39-135020	Capital Improvements - Museum	-	-		
01-32-136100	Capital Improvements - Mountainview (roads)	175,000.00		200,000.00	
01-40-400400	Fire Debenture - principal	42,000.00	42,000.00	42,000.00	
01-40-400400	Fire Debenture - Interest	8,426.70	7,729.43	7,729.43	
01-40-400900	Reserves for Wage Equity	20,000.00	-	90,000.00	
01-40-400912	Provision for Capital Asset Replacement	200,000.00	-	43,858.41	added to budget to bring figure to zero increase
	<b>Capital subtotal</b>	<b>569,601.70</b>	<b>144,958.37</b>	<b>469,063.84</b>	

**2022 Budget  
Analysis**

Account	Account description	2021 Budget	2021 Actual	2022 Budget	Notes
	<b>Total Expenditures</b>	<b>2,111,810.68</b>	<b>1,600,764.66</b>	<b>1,554,765.28</b>	
	<b>Total Revenues</b>	<b>666,694.00</b>	<b>587,607.28</b>	<b>578,023.12</b>	
	<b>Total Capital</b>	<b>569,601.70</b>	<b>144,958.37</b>	<b>469,063.84</b>	
	<b>To be raised through taxation.</b>	<b>1,445,116.68</b>	<b>1,013,157.38</b>	<b>1,445,806.00</b>	<b>\$ 1,445,806.00</b>
	2022 Tax rate to raise	with 90000		0.00903135	If removing 90000 recommend it be added to Capital asset provision - no change to tax rate
	1,445,806.00				
	2022 tax rate with Capital Asset replacement at \$200,000			0.0100067	increase of 0.00097535 (under 1%) This would allow some dollars towards additional consulting fees in 2022
	2021 rate			0.00903135	
	net change			0.000000000	
	% increase			0.00	
		<b>2021</b>	<b>2022</b>		
Assessment	100,000.00	903.14	903.14	-	increases by this amount/\$100,000 of assessment
Assessment	100,000.00	903.14	1,000.67	97.53	increases by this amount/\$100,000 of assessment

**2022 Budget  
Revenue**

<b>Account</b>	<b>Account description</b>	<b>2021 Budget</b>	<b>2021 Actual</b>	<b>2022 Budget</b>	<b>Notes</b>
01-00-150900	Environment Revenue-Garbage Tags	100.00	120.00	120.00	
01-00-150910	Environment Revenue-WDO Funding-Recycling	16,000.00	14,717.02	14,600.00	Program is winding up in 2022
01-00-190010	Gen. Gov. - Gas Tax	61,275.00	125,651.74	64,064.61	
01-00-190050	Gen. Gov. - Ontario Municipal Partnership Fund	188,900.00	188,900.00	188,300.00	
01-00-190075	Gen. Gov. - Ontario Community Infrastructure Fund	50,000.00	50,000.00	100,000.00	
01-00-190080	NORDS Fund application	100,000.00	-	67,708.51	Walls Rd.
01-00-190095	Gen-Gov-Ont-Cannabis legislatioin	5,000.00	5,000.00		
01-00-190135	Rec/Culture - Pavilion Rentals	-	-		
01-00-190140	Gen. Gov. - Parent Child Revenue	23,000.00	36,748.56	36,800.00	rent + their share of WSIB and OMERS
01-00-190150	Gen. Gov. - Miscellaneous Revenue	4,500.00	2,129.50	2,000.00	
01-00-190160	Gen. Gov. - tax sale costs	1,500.00	-		
01-00-200100	P.T.P.P. - Fire Donations, Misc.	4,800.00	7,233.84	3,000.00	Fire safety grant 4800, Accident reimb, donations
01-00-200110	P.T.P.P. - Fire DSSAB Revenue	3,000.00	-	3,000.00	applied for 2021 in Dec.
01-00-200120	Fire Permits	3,500.00	3,537.50	3,500.00	
01-00-210120	Transportation - Misc. Revenue	-	-		
01-00-210125	Transportation - Employment Grant	8,980.00	8,980.00	8,980.00	student summer grant
01-00-220120	Health Rev. - Cemetery Revenue	1,000.00	4,019.00	1,000.00	
01-00-220125	Health Rev. - Cemetery General	2,600.00	5,170.00	3,000.00	
01-00-230110	Rec/Culture - Canada Specific Recreation	2,993.00	3,822.00	-	
	<b>Subtotal</b>	<b>477,148.00</b>	<b>456,029.16</b>	<b>496,073.12</b>	

**2022 Budget**  
**Revenue (Continued)**

<b>Account</b>	<b>Account description</b>	<b>2021 Budget</b>	<b>2021 Actual</b>	<b>2022 Budget</b>	<b>Notes</b>
	<b>Subtotal carry forward</b>	<b>547,894.00</b>	<b>456,029.16</b>	<b>496,073.12</b>	
01-00-230120	Rec/Culture - Recreation Rev. Rink and Car Show	-	652.00		
01-00-230130	Rec/Culture - Recreation Committee	650.00	-		
01-00-230140	Rec/Culture - 5% in Lieu of Parks	9,500.00	17,825.00	-	
01-00-240120	Planning & Dev. - Committee of Adj. Revenue	2,000.00	2,500.00	2,000.00	
01-00-240130	Planning & Dev - Rezoning/O.P. Revenue	-	-		
01-00-250010	Other Rev. - POA Rev.	2,500.00	3,845.40	2,500.00	
01-00-250100	Other Rev. - Licenses & Permits - Dogs	1,450.00	1,506.50	1,450.00	
01-00-250110	Other Rev. - Tax Sale / Property Sale Rev.	41,850.00	69,075.30	-	
01-00-250500	Other Rev. - Tax Interest	25,000.00	34,861.61	30,000.00	
01-00-250600	Other Rev. - Interest Earned	35,000.00	47.81	45,000.00	
01-00-250700	Other Rev. - Service charges	500.00	544.50	500.00	
01-00-250800	Other Rev. - Tax Certificates	350.00	720.00	500.00	
	<b>Total Revenue</b>	<b>666,694.00</b>	<b>587,607.28</b>	<b>578,023.12</b>	

7 f) i



**Prince  
TOWNSHIP**

*Simply Beautiful. Naturally Prince*

**The Corporation of the Township of Prince**

3042 Second Line West,  
Prince Township, Ontario P6A 6K4

Phone 705-779-2992

Fax 705-779-2725

Email: [clerk@twp.prince.on.ca](mailto:clerk@twp.prince.on.ca) or [deputyclerk@twp.prince.on.ca](mailto:deputyclerk@twp.prince.on.ca)

**Registered Complaint**

file

Name Mary Moore  
 Address within Municipality 4647 Second Line West  
 Zone \_\_\_\_\_ Phone 709 975-2252  
 Mailing Address 4647 Second Line West  
 Date March 29, 2020

Reason for Complaint – (Be specific and include names of witnesses IF possible)

An open council meeting to discuss the hiring of a new CAD was scheduled for March 21/20. Two hours before the meeting it was cancelled. A closed council meeting was scheduled for March 22/20. I was informed by a friend that this closed meeting was now an open meeting. I was able to attend the meeting just as it was about to begin. (turn over)

Action Requested – (Please describe in detail what you would like to see done to correct the situation)

As taxpayers, we have the right to appropriate accurate information of when meetings are to be held. Since Zoom technology is already in place, all open meetings should be offered

Signature - Mary J. Moore (turn over)

**Office Use Only**

Complaint Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Infraction of By-law # \_\_\_\_\_

Council to be involved: \_\_\_\_\_ Date of Next Council Meeting: \_\_\_\_\_

Councils Response \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date of Response: \_\_\_\_\_

No adequate forewarning was given that this 'closed meeting' was open. The hiring of a new CAO was something many people in our community was interested in. More people would have attended if adequate time was given.

through Zoom and in person. This would provide the ability for as many concerned taxpayers as possible to attend meetings.

At an open budget meeting on Feb. 17, 2022, Mary Lynn Duguay read from a report she had prepared that all staffing concerns re pay and benefits could be resolved with a .001% tax increase. With council already aware from Peggy Greco's resignation letter and the Early ON concerns that staff morale was low with these employees feeling under paid and under valued, I question why council that night (Feb 17, 2022) were not open to this?

If council needed to verify this percentage raise their Prince Township accountant could surely have done this. Hindsight is easy but I'm sure our taxpayers are now paying lawyer fees, E4m fees and any other fees that may follow until this situation is resolved.

Council, would it not be worth revisiting the budget and include the pay wages and benefits for this upcoming year? To me, the Township would then be in a better place financially and, as important, your staff morale would be much improved.

Gayle Russell  
Gayle Russell  
April 4, 2022.

**TOWNSHIP OF PRINCE  
NOTICE OF PUBLIC MEETING  
MINOR VARIANCE APPLICATION**

**AMENDED**

**MINOR VARIANCE APPLICATION No. M1-2022**

**TAKE NOTICE** that the Council of the Corporation of the Township of PRINCE will hold a public meeting in order to consider a Minor Variance Application C1-2022 to the Comprehensive Zoning Bylaw 2015-19. The public meeting will be held on **April 12, 2022 at 6:45 p.m.** in the Council Chambers at 3042 Second Line West, Prince Township, Ontario.

**File No. M1-2022**

The Applicant **Andrew Patrick Duoba** is applying for a Minor Variance from the provisions of Zoning By-law 2015-19 of the Township of Prince as follows:

- Permission to increase the maximum coverage of an accessory building from 112m<sup>2</sup>(1,205 sq. ft.) to **401.35 m<sup>2</sup> (4,320 sq. ft.)**
- Permission to increase the height of an accessory building from 9m (29.53 ft.) to 9.144m (30ft.)

Increased size requested for personal use only.

Roll #57 66 000 000 23300 0000

This property is designated as *Rural Residential* in the Official Plan.

The property is described as PRINCE PT SEC 25 , 1123 Town Line, Prince Township, ON P6A 6K4.

The subject land of this application is not subject of any other application under the Planning Act.

**TAKE NOTICE** that if you wish to be notified of the decision of the Township of PRINCE on the proposed consent application, you must make a written request to the Clerk of the Township of PRINCE.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Township of PRINCE to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at the public meeting or make written submissions to the Township of PRINCE before the bylaw is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at the public meeting or make written submissions to the Township of PRINCE before the bylaw is passed, the person or public body will not be added as a party to the hearing of an appeal before the Tribunal, unless in filed opinion of the Tribunal, there are reasonable grounds to do so.

ADDITIONAL INFORMATION regarding this application is available at the municipal office at 3042 Second Line West, Prince Township, ON. P6A 6K4, during regular office hours.

Dated this 14 day of March 2022

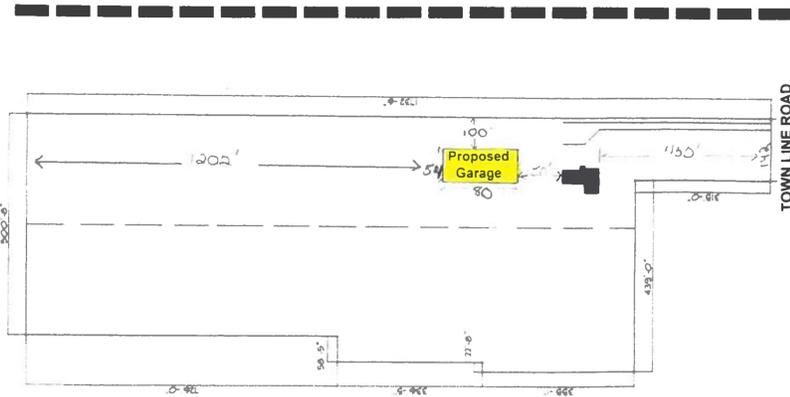
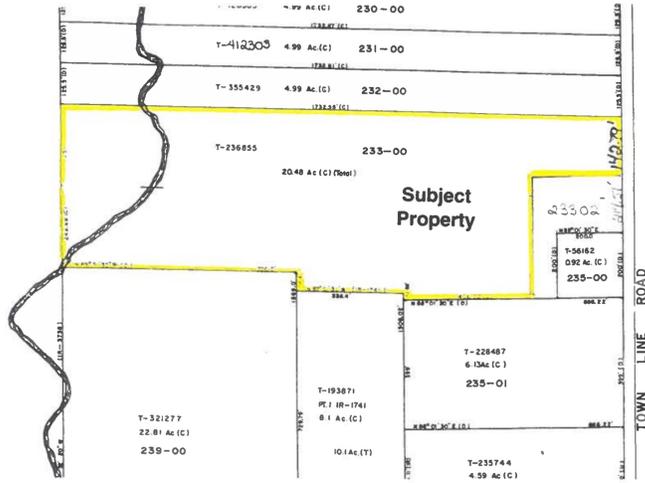
Lorraine Mousseau,  
Deputy Clerk

Township of PRINCE  
3042 Second Line West,  
Prince Township, ON P6A 6K4 Tel.705-779-2992 Ext.1  
[deputyclerk@twp.prince.on.ca](mailto:deputyclerk@twp.prince.on.ca)

**Please Note:** you are receiving this notice as you are a property owner within a 121 metre radius of the subject property. Planning Act Ont. Reg. 545/06

MINOR VARIANCE M1-2022

PRINCE PT SEC 25  
Roll #57 66 000 000 23300 000  
1123 Town Line Road  
Township of Prince





1100 Fifth Line East  
Sault Ste. Marie, ON P6A 6J8  
Phone: (705) 946-8530  
Fax: (705) 946-8533  
Email: nature@ssmrca.ca  
www.ssmrca.ca

March 17, 2022

**Conservation Authority Comments:**

**Via Email**

**Application # M1-2022 (Amended)  
Andrew Patrick Duoba  
1123 Town Line Road  
Township of Prince**

- The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Development, Interference with Wetlands and Alterations to Shoreline and Watercourses O.Reg.176/06.
- This property is subject to the Shoreline Management Plan.
- A permit is required prior to ANY site grading, excavating, filling, development or construction.
- We have no comments or objections to this application
- Other:

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

The proposed development is not within the regulated area.

Any further development on the subject property, 1123 Town Line Road will require a site plan review and may require a permit from SSMRCA.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

**Marlene McKinnon, CGS  
GIS Specialist**

**RECEIVED MAR 17 2022**

March 28, 2022

Prince Township Council  
3042 Second Line  
Prince Township, ON  
P6A 6K4

Dear Sirs

Re: Minor variance app. No. MI-2022

I am NOT in favour of your granting this variance to Mr. Duoba.

We still have not received any response for all the letters we have written regarding the flooding of our yard because of the run-off from their yard. There is still no drainage ditch (by-law 4.6.1). They have not leveled the piles of dirt they are calling a dirt bike track (by-law 4.6c).

The council passed the buck to them to come to see us and to address these issues. They have not come. It is time the council did its on work and enforce the by-laws.

We have spent a lot of money and time on permits and changing things to comply with the by-laws. If they are not being enforced we have wasted that money and time. I wonder how many other residents know that you don't have to obey the by-laws.

We will be unable to attend the meeting because Wendy is working and I have to look after my husband. I would like council to get back to us.

Yours truly,



Arlene Grawbarger  
1115 Town Line Road  
705-779-3611

Upon looking at this application I disapprove for various reasons. First , accessory building size is 1205 sq ft wanting to increase size to 4 times the allotted size raises all kinds of flags. Not to mention this is not a "minor variance" this is 4 repeat almost 4 times the allotted size.

1) Why so big is it to store or repair construction equipment ( that is already on site), or rental or shelter or centre for the motocross dirt track ( that already is in place without any concern to natural runoff or approval) This would be a Hugh eye sore having a building that size in other neighbours back yard, not to mention this area being utilized as a campground in past summers with several trailers bbq and fire pits where does it end.

2) The impact on water runoff is already an Hugh issue with a major portion of the water that was redirected to flow through my property that has created my land unusable for most of the summer months. This will be addressed again because of redirecting the natural runoff is not allowed neither is filling in of ravines ditches low lands etc.

3) Does he have exact knowledge of survey stakes, just a question because already pushing the envelope on clear cutting right up to what he believes is the property line. Is their not a buffer zone to how close to clear cut to lines

Just to name a few

Disapproved and future concerns with water runoff to come to council as mentioned.

Signed

Terry Sharpe property owner that is affected in Prince Township



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

**NOTICE** - The last day for appealing this decision is **4 May 2022**

**REGARDING AN APPLICATION FILED BY: Andrew Patrick Duoba**

**LOCATION OF PROPERTIES:** Prince PT SEC 25  
1123 Town Line  
Prince Township, P6A 6K4  
Roll # 57 66 000 000 23300 0000

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

- Permission to increase the maximum coverage of an accessory building from 112m2 (1205 sq. ft.) to 401.35 m2 (4320 sq. ft.)
- Permission to increase the height of an accessory building from 9m (29.53 ft.) to 9.144m (30 ft.)

Increased size Requested for personal use only.

Roll # 57 66 000 000 23300 0000

This property is designated as *Rural Residential* in the Official Plan.

The property is described as PRINCE TP SEC 25, 1123 Town Line, Prince Township, ON P6A 6K4

The subject land of this application is not subject of any other application under the Planning Act.

**DECISION**

That Application **M1-2022** of **Andrew Patrick Duoba** be approved for that the minor variance will not significantly impact the character of the land use aspect of by-law 2015-19 and will not be detrimental to the environment and aesthetics of the area.

**CONDITIONS** - This decision has been made subject to the following conditions:

- That the new structure be used only for personal use.

**REASONS FOR DECISION**

Granting of the consent will not significantly impact the character of the land use aspect of by-law 2015-19 and the variances meets the intent of the Official Plan, meets the intent of the Zoning By-law, is minor, and the proposal is appropriate for the development of the land.

Signature of member of Committee

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

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

**CERTIFICATION**  
*Planning Act, R.S.O. 1990, c.P.13,s.45(10)*

I, **Peggy Greco**, Secretary-Treasurer of the Planning Committee of the Township of Prince, certify that the above is a true copy of the decision of the committee with respect to the application recorded therein.  
DATED: 13 April 2021. \_\_\_\_\_Peggy Greco

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

Council Date: April 12, 2022

Attention: Mayor Lamming, Prince Township Council

**RE: Consent Application M1-2022**

Address: 1123 Town Line

Author: Stephen Turco, RPP, Borealis Planning Services

**Purpose:** The purpose of this report is to recommend minor variances, facilitating the construction of an accessory building (a garage).

**Analysis:** The subject property is located at 1123 Town Line, located on the west side of the road, approximately 530 metres north of Second Line. The property is approximately 7.43 hectares (18.37 acres) in size, with a frontage of approximately 43 metres (141') and a depth of 527 metres (1,729'). The subject property contains an existing residential dwelling, currently under construction.

**Conformity with the Official Plan:** The subject property is designated Rural Area - Residential - in the Prince Township Official Plan. The proposed accessory building does not pose any conformity issues with the Official Plan.

**Conformity with Zoning By-law 2015-19:** The subject property is zoned Rural Area - Residential. The by-law prohibits accessory buildings larger than 112 m<sup>2</sup> (1,205 sq.ft) in area, and taller than 9m (29.53') in height. The applicant is proposing an accessory building, 401.35 m<sup>2</sup> (4,320 sq.ft) and 9.144 m (30') in height. The rationale for this request is to allow the applicant to store a personal recreation vehicle and a tractor.

Although the proposed accessory building greatly exceeds the requirements set out in the by-law, given the significant size of the property, and the fact that the accessory building will be situated behind the main dwelling, it is the planner's opinion that the variance be approved. The accessory building will be well set back from the main road, and will be visually buffered by the main dwelling.

It should be noted that the proposed accessory building can only be used for personal usage only. Should the applicant wish to use the accessory building for any home based business, or Agricultural use, an application to amend the zoning by-law would be required.

**Conformity with Provincial Policy:** Policy 1.1.4.1 Healthy, integrated and viable rural areas should be supported by: a) building upon rural character, and leveraging rural amenities and assets. The proposed variances will be consistent with the Rural Area land use policies and Zoning By-law standards, and as such, will maintain the rural character of the area and Township.

**Recommendation:** "RESOLVED THAT the report dated April 12, 2022 - regarding Application M1-2022, be accepted, and that the requested variances - increasing the allowable size for an accessory building, from 112 m<sup>2</sup> (1,205 sq.ft) to 401.35 m<sup>2</sup> (4,320 sq.ft), and to increase the height, from 9m (29.53') to 9.144m (30') - be approved.



**Social Services | Services Sociaux**  
**Zhawenimi-Anokiitaagewin**  
Sault Ste. Marie District

**Here to help.**  
**Ici Pour Aider.**

This Agreement made the **1st** day of **JANUARY 2022**:

EarlyON Services

EY-22-012

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD**

Hereinafter called "DSSMSSAB"

And

**CORPORATION OF THE TOWNSHIP OF PRINCE**

Hereinafter called the "Service Provider"

Hereinafter collectively referred to as "the Parties"

**ARTICLES OF AGREEMENT**

---

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

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

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

**1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

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

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

## 2. DEFINITIONS

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

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

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

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

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

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

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

## 3. GENERAL CONDITIONS OF THE CONTRACT

### 3.1 Effective Date and Duration

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

### 3.2 Termination for Convenience

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

### 3.3 Reduction or Termination of Initiative

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

### 3.4 Termination

#### *Termination for Default*

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

- c) The Service Provider is in breach of the performance of, or compliance with, any provision of this Agreement;
  - d) The Service Provider, in support of its application for the DSSMSSAB contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to the DSSMSSAB or in the opinion of the DSSMSSAB there is a material adverse change in the risk in the Service Provider's ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.
2. If
- a) An Event of Default specified in paragraph 3.4.1 occurs; or
  - b) An Event of Default specified in paragraphs 3.4.1 occurs and has not been remedied within thirty (30) days of receipt by the Service Provider of written notice of default, or a plan satisfactory to the DSSMSSAB to remedy such Event of Default has not been put into place within such time period,

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

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

### **3.5 Compliance with Laws and Licensing**

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

### **3.6 Health and Safety**

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

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

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

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

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

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

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

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

For further information visit:

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

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

### **3.8 Disposition of Capital Assets**

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

### **3.9 DSSMSSAB and Consultation**

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

### **3.10 Financial Records and Reporting**

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

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

### **3.11 Service Records**

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

### **3.12 Notices**

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

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

### **3.13 Insurance**

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

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

### **3.14 Indemnification**

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

### **3.15 Confidentiality**

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

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

### **3.16 Relationship Between the Parties and Non-Liability of DSSMSSAB**

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

### **3.17 Ownership and Confidentiality of the DSSMSSAB Provided Data**

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

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

### **3.18 Freedom of Information**

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

### **3.19 Conflict of Interest**

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

### **3.20 Assignment of Agreement**

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

### **3.21 Amendment**

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

### **3.22 Dispute Resolution**

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

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

**3.23 Method of Payment**

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

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

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Mike Nadeau  
Title: CEO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Luke Dufour  
Title: Board Chair

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

**CORPORATION OF THE TOWNSHIP OF PRINCE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Mary Lynn Duguay  
Title: CAO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Ken Lamming  
Title: Mayor

*I have the authority to bind the Corporation*

**SCHEDULE 'A'**

---

**DSSMSSAB**

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

CONTACT PERSON: **Carla Fairbrother**

PHONE: 705-541-7318

FAX: 705-759-5212

EMAIL: c.fairbrother@socialservices-ssmd.ca

**SERVICE PROVIDER**

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

ADDRESS: 3042 Second Line, West RR#6 Prince Township, ON P6A 6K4

CONTACT PERSON: **Mary Lynn Duguay, CAO**

PHONE: 705-779-2992

EMAIL: clerk@twp.prince.on.ca

**1. DESIGNATED TERM OF AGREEMENT**

The term of this agreement will commence on January 1, 2022 – December 31, 2023

**2. PAYMENT FOR SERVICES**

The DSSMSSAB agrees to issue payment of up to a total of **\$356,958.00** in the 2022 year, cash flowed through monthly payments and expended within the parametres of this contract and accompanying schedules.

**SCHEDULE 'B'****SCOPE OF SERVICES**

## SCHEDULE "B-1"

## FUNDING AND AGREEMENT SUMMARY

SERVICE LOCATION Site / Address	Type	Sept. to June	Summer Hours July – Aug.	Parenti ng	Annual Funding
<b>Prince Township Community Centre</b> 3042 Second Line, West Prince Township, ON P6A 6K4	Main Site	1260	200	150	<b>\$131,040.00</b>
<b>H.M. Robbins Public School</b> 83 East Balfour Street Sault Ste. Marie, ON P6C 1X4	Main Site	925	125	<b>10</b>	<b>\$131,040.00</b>
<b>Mountain View Public School</b> Mahler Road Goulais River, ON POS 1E0	Out Reach	700	48	<b>100</b>	<b>\$63,252.00</b>
<b>Social Housing Community Hub</b> 710 Second Line, West Sault Ste. Marie, ON P6C 2K8	Out Reach	252	16/week	<b>n/a</b>	<b>\$31,626.00</b>
<b>TOTAL</b>					<b>\$356,958.00</b>

Submission Required	Due Date
Budget & Work Plan (include RECE Exemption Progress Update)	Each November for following year
Annual Report	Each January for previous year
RECE Exemption Requests	When unqualified staff are hired
Calendar of Events and Documented Hours of Operation	Monthly
Insurance Certificate, confirming liability as per contract and naming DSSMSSAB as additional insured	Annually upon renewal
Audited Financial Statement Letter of Finding	Four months after year end <u>or</u> letter from auditor stating Service Provider has submitted all required documents and completed audit is pending
Board of Directors: Name and Contact Information List of Signing Officers	Annually or upon changes
Motion from Board of Directors indicating support and participation in Quality Assurance program	Submitted after the first scheduled Board meeting once Service Agreement is endorsed

## DATA ELEMENTS AND PROJECTED TARGETS

The Service Provider will submit (for each location) the following Service Data Targets for 2022 by March 31<sup>st</sup> and by December 31, 2022 for the 2023 year.

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

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

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

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

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

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

## SCHEDULE "B-2"

## SERVICE NAME: Additional Conditions and Requirements

**1. Definitions**

In this Agreement,

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

**2. Service**

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

**3. Consideration**

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

**4. Representations, Warranties and Covenants of the Service Provider**

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

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

- c) the Service Provider's facilities are suitable for providing the services and programs under the Agreement and otherwise are, and will remain in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- d) the Service Provider shall employ competent employees and volunteers of good character and shall maintain documentation of all staff qualifications;
- e) the Service Provider has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- f) the Service Provider shall notify the DSSMSSAB as soon as possible regarding any plans to change ownership;
- g) the Service Provider shall notify the DSSMSSAB as soon as possible of any plans for closure of any program or site where services are provided; and
- h) the execution and delivery of the Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary action on the part of the Service Provider.

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

#### **5. DSSMSSAB Access and Consultation**

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

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

#### **6. Financial Records and Reports**

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

#### **7. Digital Sign-In**

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

## 8. Service Delivery Checklist

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

## 9. Quality Assurance

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

## 10. Reports

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

## 11. Additional Termination

### Where No Appropriation

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

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

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

## **12. Consequences of Termination**

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

## **13. Debt Due and Payment**

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

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

## **14. Parties Independent**

The Service Provider is not an agent, joint venturer, partner, or employee of the DSSMSSAB, and the Service Provider will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The Service Provider shall have no authority to bind the DSSMSSAB to any contract or obligation of any kind.

**15. Recognition and Awareness of Public Support**

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

**16. Succession**

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

## SCHEDULE 'B-3' EARLYON SERVICE DESCRIPTION OVERVIEW

### 1. SERVICE OVERVIEW

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

### 2. SERVICE EXPERIENCE AND PHILOSOPHY

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

### 3. FRAMEWORK FOR EARLYON CHILD AND FAMILY CENTRES

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

#### 3.1 Supporting Early Learning and Development

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

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

#### 3.2 Engaging Parents and Caregivers

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

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

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

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

### 3.3 Making Connections for Families

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

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

## 4. SERVICE DESCRIPTION

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

More specifically EarlyON Centres will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. SERVICE DELIVERY

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

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

### 5.1 The DSSMSSAB Agrees to:

- a) provide EarlyON Child and Family program funding in accordance with the attached schedules;
- b) provide up to two Professional Development opportunities to Early Childhood Educators and/or not-for-profit Boards of Directors in the Community in partnership with the Community Quality Assurance Committee; and

- c) provide a system wide Quality Assurance Program in partnership with the Quality Assurance committee members and support Service Providers as they identify opportunities to enhance the quality of their programs.

#### 5.2 The Service Provider Agrees to:

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

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

## 6. SERVICE EVALUATION

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

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



This Agreement made the **1st** day of **JANUARY 2022**:

Early Years: Child Care Services

EY-22-004

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD**

Hereinafter called "DSSMSSAB"

And

**CORPORATION OF THE TOWNSHIP OF PRINCE**

Hereinafter called the "Service Provider"

Hereinafter collectively referred to as "the Parties"

**ARTICLES OF AGREEMENT**

---

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

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

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

**1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

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

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

## 2. DEFINITIONS

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

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

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

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

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

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

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

## 3. GENERAL CONDITIONS OF THE CONTRACT

### 3.1 Effective Date and Duration

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

### 3.2 Termination for Convenience

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

### 3.3 Reduction or Termination of Initiative

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

### 3.4 Termination

#### *Termination for Default*

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

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

2. If

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

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

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

### **3.5 Compliance with Laws and Licensing**

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

### **3.6 Health and Safety**

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

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

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

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

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

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

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

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

For further information visit:

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

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

### **3.8 Disposition of Capital Assets**

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

### **3.9 DSSMSSAB and Consultation**

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

### **3.10 Financial Records and Reporting**

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

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

### **3.11 Service Records**

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

### **3.12 Notices**

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

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

### **3.13 Insurance**

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

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

### **3.14 Indemnification**

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

### **3.15 Confidentiality**

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

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

### **3.16 Relationship Between the Parties and Non-Liability of DSSMSSAB**

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

### **3.17 Ownership and Confidentiality of the DSSMSSAB Provided Data**

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

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

### **3.18 Freedom of Information**

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

### **3.19 Conflict of Interest**

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

### **3.20 Assignment of Agreement**

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

### **3.21 Amendment**

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

### **3.22 Dispute Resolution**

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

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

**3.23 Method of Payment**

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

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

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Mike Nadeau

Title: CEO

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Luke Dufour

Title: Board Chair

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

**CORPORATION OF THE TOWNSHIP OF PRINCE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Mary Lynn Duguay

Title: CAO

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Ken Lamming

Title: Mayor

*I have the authority to bind the Corporation*

**SCHEDULE 'A'**

---

**DSSMSSAB**

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

CONTACT PERSON: **Carla Fairbrother**

PHONE: 705-541-7318

FAX: 705-759-5212

EMAIL: c.fairbrother@socialservices-ssmd.ca

**SERVICE PROVIDER**

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

ADDRESS: 3042 Second Line, West RR#6 Prince Township, ON P6A 6K4

CONTACT PERSON: **Mary Lynn Duguay, CAO**

PHONE: 705-779-2992

EMAIL: clerk@twp.prince.on.ca

**1. DESIGNATED TERM OF AGREEMENT**

The term of this agreement will commence on January 1, 2022 – December 31, 2023

**2. PAYMENT FOR SERVICES**

The DSSMSSAB agrees to issue payment of up to a total of **\$16,671.41** in the 2022 year, cash flowed through monthly payments and expended within the parametres of this contract and accompanying schedules. As stated in Schedule "B-1", additional onetime funding may be issued at a later date if available

**SCHEDULE 'B'****SCOPE OF SERVICES**

## SCHEDULE "B-1"

## FUNDING AND AGREEMENT SUMMARY

<b>SCHEDULE</b>	<b>SUMMARY</b>	<b>ALLOCATION</b>
<b>SCHEDULE "B-2"</b>	Additional Contractual Requirements	
<b>SCHEDULE "B-3"</b> Wage Enhancement	Provincial maximum \$2.00/hr. wage subsidy plus 17.5% benefits (application based)	<b>\$4,784.16</b>
<b>SCHEDULE "B-4"</b> Fee Subsidy	Attendance based subsidy	Calculated monthly
<b>SCHEDULE "B-5"</b> General Operating	Operating Capacity of Licensed Site DSSMSSAB authorized 'Point System' Current dollar value: \$9.25/point	<b>\$9,440.00</b>
<b>SCHEDULE "B-6"</b> Minor Capital & Infrastructure	DSSMSSAB authorized 'Point System' by age group and License Capacity	As per available funding
<b>SCHEDULE "B-7"</b> Service Delivery and Philosophy	Commitment to deliver service as per <i>"How Does Learning Happen? Ontario's Pedagogy for the Early Years and ELECT"</i>	
<b>SCHEDULE "B-8"</b> Quality Assurance / Professional Practice Leaders	Funding determined by number of: -Programs -Environmental Scales required -Professional Practice Leaders	As per available funding
<b>SCHEDULE "B-9"</b> Reporting Requirements & Progressive Limitations	DSSMSSAB approved policy for reporting expectations, contract compliance and late submissions	
<b>SCHEDULE "B-10"</b> Pay Equity	2003 Mediated Memorandum of Settlement Proxy Order from Pay Equity Commission	<b>\$2,447.25</b>
<b>SCHEDULE "B-11"</b> Special Needs Resourcing	Provincial minimum 4.1% of DSSMSSAB child care allocation administered centrally through one contracted Operator	n/a
		<b>TOTAL: \$16,671.41</b>

**Service Location:**

Mountain View Public School

Mahler Road

Goulais River, ON P0S 1E0

**Funded General Operating Spaces**

24 School Age

## SCHEDULE "B-2"

## SERVICE NAME: Additional Conditions and Requirements

**1. Definitions****In this Agreement,**

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

**2. Service**

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

**3. Consideration**

- a) The DSSMSSAB will pay to the Service Provider, for allowable expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in Schedule "B-1". The amounts, times and manner of such payments will be made in accordance with Schedule "B-9".
- b) The Service Provider may transfer funds between the DSSMSSAB budget lines only with the prior written approval of the DSSMSSAB.
- c) If Service levels are not achieved as indicated in the attached Schedules and Program Operating Capacity, the DSSMSSAB in its discretion may assess an amount against the Service Provider reflective of the underachieved levels, which the Service Provider shall refund within 30 days. If the Service Provider fails to refund the assessment by its due date, the DSSMSSAB may reduce one or more subsequent payments to the Service Provider until reimbursed in full.

**4. Representations, Warranties and Covenants of the Service Provider**

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

- a) the **Service Provider** will deliver services as outlined in Schedule "B" of this document;

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

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

#### **5. DSSMSSAB Access and Consultation**

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

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

#### **6. Financial Records and Reports**

- a) The Service Provider will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as the DSSMSSAB may require.

- b) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Schedules.
- c) The Service Provider shall submit to the DSSMSSAB, all meeting minutes, including minutes of the Annual General Meeting, once approved.

## 7. Centralized Waitlist

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

## 8. Quality Assurance

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

## 9. Reports

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

## 10. Additional Termination

### Where No Appropriation

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

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

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

## 11. Consequences of Termination

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

**12. Debt Due and Payment**

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

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

**13. Parties Independent**

The Service Provider is not an agent, joint venturer, partner, or employee of the DSSMSSAB, and the Service Provider will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The Service Provider shall have no authority to bind the DSSMSSAB to any contract or obligation of any kind.

**14. Recognition and Awareness of Public Support**

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

**15. Succession**

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

## SCHEDULE "B-3"

SERVICE NAME: Provincial Wage Enhancement Grant

**SERVICE OBJECTIVES**

The provincial wage enhancement grant (WEG) will benefit low-income child care program staff in the sector, help retain Registered Early Childhood Educators (RECEs), and support access to stable, high quality child care programs for children and families. This grant will also support licensed home child care agencies and strengthen the licensed home child care system.

**SERVICE OVERVIEW**

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

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

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

**REQUIREMENTS AND CONDITIONS**

1. It shall be within the DSSMSSAB's sole discretion to determine whether the Service Provider meets the conditions and requirements for eligibility set out in this Agreement, as well as the amount of funding.
2. Eligibility and distribution are separate processes. WEG is calculated based on total hours worked in the prior year in each position but paid out to individuals in positions based on actual hours worked in the current year. New, in-year licensed centres are eligible to apply for wage enhancement or HCCEG in the year the program begins operations.
3. To receive the full WEG, RECEs, Home Visitors and other child care program staff must be:
  - a) Employed in a licensed child care program and have an associated hourly wage (excluding WEG) of less than the Ministry of Education established hourly maximum within the contracted year. (This hourly rate may be adjusted annually as it aligns with the top of the Educator Salary Matrix for RECEs working in Kindergarten programs.)
  - b) Categorized as a child care supervisor, RECE, home child care visitor, or can be otherwise counted toward adult to child ratios under the *Child Care and Early Years Act, 2014*.

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

#### 4. Partial Wage Enhancement

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

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

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

#### 5. Ineligible Positions (Non-Program Staff)

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

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

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

- a) hold a contract with a licensed home child care agency;
- b) provide services to one child or more (including privately placed children; excluding the provider's own children);
- c) provide full time services on average (6 hours or more a day); and
- d) receive base daily fees, excluding prior year's HCCEG, of \$20 less than the rate established by Ministry of Education within the year funded. (i.e. \$20 below the cap of \$285.90 in 2022).

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

- a) hold a contract with a licensed home child care agency;
- b) provide services to one child or more (including privately placed children; excluding providers own children);
- c) provide part time services on average (less than 6 hours a day); and
- d) receive base daily fees, excluding prior year's HCCEG of \$10 less than the rate established by Ministry of Education within the year funded. (i.e.\$10 below the cap of \$171.54 in 2022).

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

## 7. Supplemental Grant

- a) The supplemental grant must be used to support staff, home visitors' and providers' hourly/daily wage or benefits. This grant of \$150.00 per funded FTE and \$50 for each eligible home child care provider allows licensees some flexibility to provide and implement wage enhancement in a way that aligns with their regular operations.
- b) Eligible uses are: paid sick days, training and professional development, additional work days/hours and related benefits.
- c) Operators are required to document allocation of the grant and return any surplus that cannot be used in accordance with Ministry of Education guidelines.

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

## 8. Benefits

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

## 9. Administrative Expenses

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

## APPLICATION AND RECONCILIATION

- a) The Service Provider is required to submit an application for WEG funding (by site) on the DSSMSSAB approved application form by December 1<sup>st</sup> of the prior year.
- b) Within 30 days of the end of the calendar year to which the WEG funding applies, the Service Provider shall provide a completed reconciliation form which shall confirm the amount of WEG funding used by the Service Provider in accordance with the terms and conditions set within this Schedule.
- c) In the event that the Service Provider has not used all of the WEG funding, the Service Provider shall remit a cheque payable to the "District of Sault Ste. Marie Social Service Administration Board" in the amount of the surplus funding along with the completed reconciliation form.

## RESTRICTIONS

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

**The Service Provider will:**

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

**The Service Provider will not:**

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

**ACCOUNTABILITY AND REPORTING**

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

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

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

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

- number of Registered Early Childhood Educators Full Time Equivalent (FTEs) receiving a full WEG;
- number of Supervisor FTEs receiving a full WEG;
- number of other program FTEs receiving a full WEG;
- number of Registered Early Childhood Educators FTEs receiving a partial WEG;

- number of Supervisor FTEs receiving a partial WEG;
- number of other program FTEs receiving a partial WEG;
- number of Home Visitor FTEs receiving a full WEG;
- number of Home Visitor FTEs receiving a partial WEG;
- number of licensed child care programs receiving WEG
- total WEG funding paid to fully eligible positions, separated into wages and benefits; and
- total WEG funding paid to partially eligible positions, separated into wages and benefits.

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

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

**SCHEDULE "B-4"****SERVICE NAME:** Child Care Fee Subsidy**SERVICE OBJECTIVE**

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

**SERVICE OVERVIEW**

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

**REQUIREMENTS AND CONDITIONS**

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

**SERVICE DESCRIPTION****Eligibility**

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

1. Families must complete an application for Fee Subsidy with the Case Manager for determination of eligibility.
  - a) In the event that the family is determined to have “available income” to contribute towards the cost of child care, the DSSMSSAB will advise the Service Provider of the parental contribution. The Service Provider is responsible for the collection of this amount from the family.
  - b) Any child care fees that are incurred by a family when deemed ineligible, will be the sole responsibility of the family and collection thereof will be the sole responsibility of the Service Provider.
  - c) The Service Provider shall not charge a surcharge, administrative fee or other levy to a family over and above the approved fees without prior written approval of the DSSMSSAB.
  - d) Once a family is eligible for subsidized care, they must continue to meet eligibility requirements. Case Managers have an ongoing review process in place and will inform the Service Provider of any relevant changes to the parental contribution or forthcoming withdrawals from service, if known.

## 2. Attendance and Billing

- a) The Service Provider shall maintain an attendance register detailing attendance on a daily basis of each child. The attendance register shall contain sufficient data to ensure its validity for year-end reconciliation purposes.
- b) The Service Provider must immediately notify the Case Manager of any changes to a child’s approved schedule by completion of the *Change of Information* form.
- c) Under the Ontario Child Care Management System, (OCCMS) automated billing process, attendance reports are distributed/available to Service Providers on the first working day of the calendar month subsequent to the month in which the services were provided. The Service Provider is required to complete online monthly attendance records using OCCMS. Attendance is to be completed by the third business day of the month and subsidy payments will be completed through electronic transfer by the 10<sup>th</sup> business day. Should the Service Provider fail to submit attendance on time, subsidy payments will be delayed.
- d) The Service Provider is required to complete and update the vacancy and operating capacity section on the Attendance Sheet on a monthly basis.
- e) The DSSMSSAB will issue funds monthly based upon receipt of attendance. Any adjustments will be processed within three months of the discrepancy coming to the attention of the DSSMSSAB. Should the Service Provider disagree with the fee subsidy allocation, notification is required within 10 business days of receipt of payment. The Case Manager will review discrepancy and notify the Service Provider of their decision. If additional payment is warranted, payment will be adjusted with the following months’ attendance.
- f) The DSSMSSAB may in its sole discretion reduce proportionally the amount payable to the Service Provider where the absenteeism of a subsidized child exceeds the maximum number of approved paid days away.

### **3. Change / Termination of Subsidized Services**

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

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

### **4. Child Care for Ontario Works Participants**

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

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

## SCHEDULE 'B-5'

SERVICE NAME: Child Care General Operating Grant

**SERVICE OBJECTIVE**

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

**SERVICE OVERVIEW**

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

**REQUIREMENTS AND CONDITIONS**

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

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

## **INADMISSIBLE EXPENSES**

The following expenses are considered inadmissible:

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

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

## SCHEDULE "B-6"

SERVICE NAME: Minor Capital & Infrastructure Improvements / Supports

### BACKGROUND

To adopt a standard and transparent method to administer onetime grants, the DSSMSSAB has developed an equitable approach to the allocation of onetime funding supports. Through application of the General Operating framework, funding is weighted by the total number of licensed spaces operated by Service Providers and available funding within a given year. Funding may be limited or unavailable during the duration of this Agreement.

### Eligibility Criteria

Service Providers are required to:

- a) Have sound business management practices and be in good standing with respect to financial/contract reporting requirements as set out by the DSSMSSAB;
- b) Engage in the Quality Assurance Program; and
- c) Be inclusive of children with special needs.

### PROCESS

1. The Service Provider will submit a spending summary overview (by site) using the following categories:
  - a) Minor Capital: Demonstrate that the provision of funding is essential for meeting a health and safety need or a licensing requirement.
  - b) Infrastructure: Description of proposed project or business plan.
  - c) Program Support: Highlight how this funding will meet licensing requirements and create an enriching environment with a variety of open-ended materials that promote learning and development through exploration, play and inquiry consistent with the four foundations and pedagogical approaches of *How Does Learning Happen?*
2. The Early Years Director and/or designate will review the summary – taking into account the goals of the Quality Assurance program and the DSSMSSAB's vision for the Early Years System. The Early Years Director and/or designate will provide feedback and approval in writing.
3. The Service Provider will place the order or contract required work. Once complete, copies of invoices will be submitted to the DSSMSSAB.
4. The DSSMSSAB will reconcile all funding / expenses.

### TIMELINES

Service Provider submission of spending plan:

- due 10 business days after confirmation of funding availability

Early Years review of submission and written feed back to Service Provider:

- due 10 business days after receipt of spending plan

Verification of spending submitted by Service Provider.

- due 12 weeks after receipt of approval of spending plan

## SCHEDULE "B-7"

### SERVICE NAME: Service Description Overview

#### **SERVICE OVERVIEW**

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

#### **SERVICE DELIVERY**

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

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

#### **SERVICE EXPERIENCE AND PHILOSOPHY**

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

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

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

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

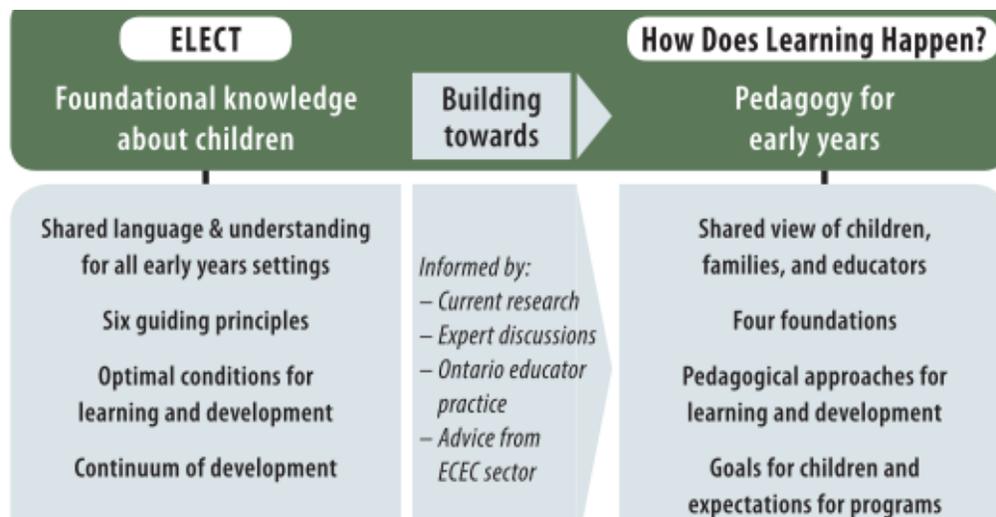
ELECT also provides a continuum of development for children from birth to age eight. It is recognized as a foundational document in the early years sector. It provides a shared language and common understanding of children's learning and development for early years professionals as they work together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

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

- a) establish positive, responsive relationships with children and their families;

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

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



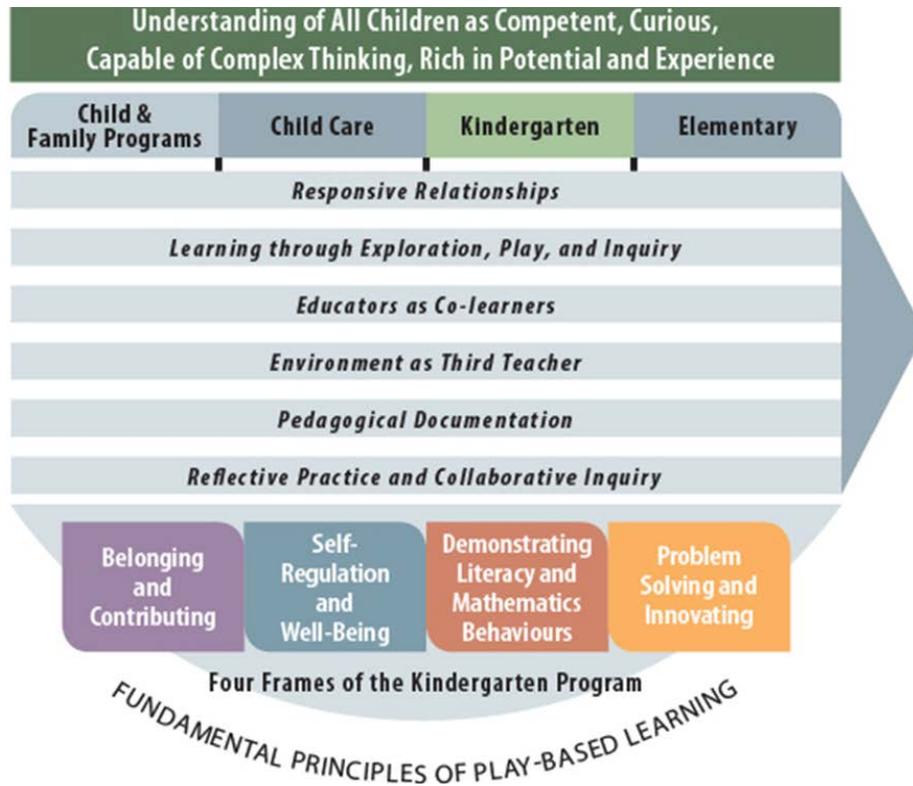
Goals for children’s learning, development, health, and well-being are integral to all aspects of early years programs, from policies and procedures to environments, experiences, and interactions. Grounded in a view of the child as competent and capable and organized around the foundations of belonging,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

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

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

- cultivate authentic, caring relationships and connections to create a sense of belonging among and between children, adults, and the world around them;
- nurture children’s healthy development and support their growing sense of self;

- provide environments and experiences to engage children in active, creative, and meaningful exploration, play, and inquiry; and
- foster communication and expression in all forms.



### SERVICE EVALUATION

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

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

### The DSSMSAB agrees to:

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

**The Service Provider agrees to:**

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

## SCHEDULE "B-8"

### Capacity Building, Professional Practice Leader

#### **BACKGROUND**

The District of Sault Ste. Marie Early Years Quality Assurance Program uses a collaborative approach to meet the overall goal of establishing the highest quality child care programs in the Province of Ontario. The Professional Practice Leader (PPL) plays an integral role in the success of the Quality Assurance Program by being a role model and inspiring others to deepen their own knowledge of current pedagogy and reflect on how this knowledge informs their daily practice.

#### **OBJECTIVE**

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

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

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

#### **ROLES AND RESPONSIBILITIES**

The **Service Provider** will:

- a) Schedule replacement staff to cover 10 hours of PPL time for each required Environmental Scale. This time will be used to complete the scale, assess the results, create an action plan and meet with the Quality Assurance Coordinator to review results, discuss challenges and implement action plans.
- b) Schedule replacement staff to allow for the PPL to attend a one day workshop.
- c) Schedule two hours per month (during workday and at Supervisor's convenience) for the PPL to prepare for and provide mentoring to coworkers.
- d) Issue 2.5 hours in wages to the PPL for attending each of the five evening meetings scheduled throughout the year. Wages will be consistent with agency scales.

The **DSSMSSAB** will:

- a) Provide a minimum of two weeks' notice for workshops or meetings with the Quality Assurance Coordinator that will require replacement staff, unless the Service Provider requests an earlier mutually agreed upon time.
- b) Support the **Service Provider** and the PPL in meeting their obligations.
- c) Issue funding to the **Service Provider** according to the number of Environmental Scales required and number of PPL's participating.

## SCHEDULE "B-9" Reporting Requirements and Progressive Limitations

### SERVICE OBJECTIVES

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

### SERVICE PROCEDURE OVERVIEW

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

### POLICY FOR LATE FILING

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

Step 1
10 days after the filing deadline the DSSMSSAB will inform the Service Provider that the submission is overdue
Step 2
30 days after the filing deadline the DSSMSSAB may reduce the General Operating Grant by 25% of the monthly payment
Step 3
60 days after the filing deadline the DSSMSSAB may reduce the General Operating Grant by 50% of the monthly payment

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

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

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

### ACCESS TO RECORDS

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

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

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

**ANNUAL BUDGET**

The Service Provider will submit an annual Budget to the DSSMSSAB by January 31<sup>st</sup> of each year. The budget will contain operating costs and all sources and amounts of revenue. A maximum of 10% of DSSMSSAB revenue will be allocated to administrative expenses. (This will not include the Supervisor's salary.)

DSSMSSAB funding can be utilized to support:

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

**AUDITED FINANCIAL STATEMENTS**

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

**NOTE:**

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

**DSSMSSAB Audit Requirements**

- a) Payments received from the DSSMSSAB are to be recorded as revenue and not as an offset to any expenditure. If offsetting did occur, it can be detailed either on the Income Statement (Profit and Loss Statement) or in the Notes to the Financials with a schedule detailing how DSSMSSAB funding was recorded and displayed on the financials. Revenue sources are to be recorded as:
  - Parent Fees
  - Fee Subsidies
  - General Operating Grant
  - Wage Subsidies (Pay Equity, Professional Practice Leader funding, Wage Enhancement)
  - Onetime funding grants (Restricted contribution).
  - Other (Specify)
- b) Include a note which breaks down staffing costs by reporting salary expenses separately from benefit expenses (*The DSSMSSAB is required by the Ministry of Education to confirm that General Operating funding has not been used to support minimum wage requirements. This information along with the collection of staffing levels will assist with this process.*)
- c) Contract amendments are provided and identify where to apply revenue. If all funding is not expended in the year of the amendment, it should be recorded as a deferred contribution with

an audit note to identify where the deferred revenue came from and its purpose. Deferred contributions are recognized as revenue in the year in which the related expense is incurred.

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

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

## **GOVERNANCE**

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

## **INSURANCE**

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

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

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

- a) Service records for each service and program provided by the Service Provider as part of this Agreement;
- b) Up to date financial records and books of account respecting all funds received by the Service Provider from the DSSMSSAB as part of this agreement and maintained in accordance with generally accepted accounting principles;
- c) Financial statements and reconciliation reports with respect to the services and programs provided as part of the Agreement;
- d) Quarterly reports on enrollment of all children served including full fee; (template provided by DSSMSSAB); and
- e) any other report that the Ministry or the DSSMSSAB may reasonably request.

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

## SCHEDULE "B-10" Pay Equity Memorandum of Settlement

### **BACKGROUND**

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

### **OBJECTIVE**

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

### **REQUIREMENTS AND CONDITIONS:**

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

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

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

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

**Ministry of  
Municipal Affairs  
and Housing**

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

**Ministère des  
Affaires municipales  
et du Logement**

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



234-2022-1674

April 6, 2022

Dear Head of Council:

For the past two years, you, your council colleagues and municipal staff have been at the forefront of the response to COVID in Ontario. I deeply appreciate your continued collaboration with the province and your inspiring dedication.

With key public health and health system indicators continuing to remain stable or improve, Ontario is cautiously and gradually easing public health and workplace safety measures with [all remaining measures, directives and orders to end by April 27, 2022](#).

Today I am writing to inform you of the status of the emergency orders that were led by my ministry and made in early 2020 under the *Emergency Management and Civil Protection Act*, and later continued under the *Reopening Ontario Act, 2020*, to help municipalities address some of the challenges brought on by the pandemic.

**The Work Deployment Measures for Municipalities Order will end on April 27, 2022**

Since April 16, 2020, [O. Reg. 157/20](#), Work Deployment Measures for Municipalities (order) provided municipalities with the flexibility to deploy certain staff to where they were needed most in response to COVID-19 pressures.

The order was a temporary measure and, in line with the province's lifting of public health measures, it will end on April 27, 2022.

Any deployments your municipality has made using the authority in the order will need to end by April 27, 2022. If your municipality is relying on the order to deploy staff, it is important to work collaboratively and in good faith with your bargaining agents to develop staffing plans beyond April 27, 2022.

**The Patios Order will end on April 27, 2022**

[O. Reg. 345/20](#), Patios, eliminated Planning Act requirements for notice and public meetings and removed the ability to appeal when municipalities passed temporary use by-laws for new or expanded restaurant and bar patios. This allowed municipalities to pass or amend these by-laws quickly to address local circumstances and needs as they evolved.

The order was a temporary measure and, in line with the province's lifting of public health measures, will end on April 27, 2022.

As the order will end on April 27, 2022, your municipality may wish to consider making any necessary changes to temporary use by-laws for restaurant and bar patios prior to this date. Changes were made as part of Bill 13, the *Supporting People and Businesses Act, 2021* in December 2021 to help streamline the planning system and provide municipal councils broader authority to allow more planning decisions to be made by committees of council or staff. Municipalities can now delegate decisions dealing with minor amendments to zoning by-laws, such as temporary use by-laws, should they choose to (and subject to having appropriate official plan policies in place).

### **Temporary Health or Residential Facilities**

[O. Reg 141/20](#) came into effect on April 9, 2020. It has exempted temporary shelters and health facilities, established to respond to the effects of the pandemic, from the requirement to obtain a building permit or a change of use permit under the Building Code Act, from complying with the technical requirements of the Building Code and with certain by-laws and approvals under the Planning Act, subject to certain conditions related to protecting public health and safety.

This order will also end on April 27, 2022. I understand that some of these temporary facilities are still in use to respond to the effects of the pandemic. I intend to make amendments to the Building Code that would continue to exempt these facilities from the need for a building permit and compliance with the Building Code on a temporary basis, while ensuring they continue to be regularly inspected. Your municipality may wish to consider if any new temporary use or zoning by-laws or amendments to existing temporary use or zoning by-laws may be needed before the order ends on April 27, 2022.

There may be other emergency orders that are ending and may impact your municipality. For the latest information, please visit the government's page on [COVID-19 emergency information](#).

If your municipality has any questions about any of the changes outlined above, we encourage your staff to contact [your local Municipal Services Office](#).

Thank you again for your continued support in protecting the health and well-being of Ontarians while delivering the services they depend upon.

Sincerely,



Steve Clark  
Minister of Municipal Affairs and Housing

C: Chief Administrative Officers  
Municipal Clerks  
Kate Manson Smith, Deputy Minister of Municipal Affairs and Housing  
Brian Rosborough, Executive Director, Association of Municipalities of Ontario



Peggy Greco, Acting Clerk <clerk@twp.prince.on.ca>

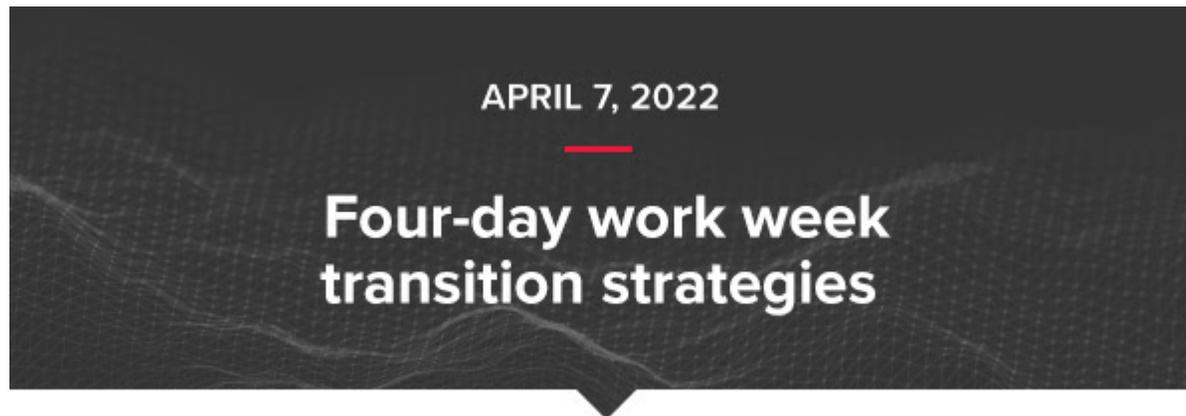
---

## Would a four-day work week benefit your business?

---

**BDO** <info@bdo.ca>  
Reply-To: marketing@bdo.ca  
To: pgreco@twp.prince.on.ca

Thu, Apr 7, 2022 at 2:04 PM



The four-day work week has been gaining momentum, but it creates both opportunities and risks. Find out if this work model is right for your business and [learn tips for a smooth transition](#).

The recent Okta data breach is a prime example of what can happen when companies rely on third-party vendors who fail to implement adequate security measures. We uncover the breach details and [explore the key risk management strategies](#) to minimize exposure.

Plus, what does the 2022 Federal Budget mean for Canadians, businesses, and the economy? Don't miss our webinar this week to [understand the impact](#).

## FEATURED CONTENT



### **What can your business learn from the Okta data breach?**

Learn how the breach happened and how you can prevent similar threats.

**Secure your business**



### **Is the four-day work week right for your company?**

We unpack the benefits, challenges, and transition strategies.

**Weigh your options**



**Details and impacts of the new interest deductibility rules**

What it means for your business, financial statements, and taxes.

[Learn the impacts](#)



**Supply chain survey 2022: Learn how manufacturers are adapting**

Over 500 manufacturers shared views on the state of the industry.

[See the results](#)

**FEDERAL BUDGET 2022**



**Webinar: Federal Budget 2022 implications and opportunities**

We unpack key tax measures to help you navigate uncertainty.

[Join us on April 8](#)



Peggy Greco, Acting Clerk <clerk@twp.prince.on.ca>

---

## RE: Prince Township Marina Project

1 message

---

**Blanchette, Jacqueline** <Jacqueline.Blanchette@dfo-mpo.gc.ca>

Tue, Mar 29, 2022 at 5:04 PM

To: Corrina Barrett <cbarrett@ssmrca.ca>

Cc: "CAO Prince Twp." <clerk@twp.prince.on.ca>

Hi Corrina,

I hope you are keeping well! It looks like the completion date for the project taking place at SCH Gros Cap harbour will be pushed to the beginning of May. The majority of work will be done by the end of the week as planned, however, the contractor will still need to install the floating docks and this won't be able to happen until all the ice is gone. They are estimating the beginning of May.

Please advise if it's possible to extend the CA Land Use Agreement in place for a portion of the staging area and what you may need from either the contractor or the municipality to facilitate this.

Thank you,

**Jacque Blanchette**

Pronouns: she, her Pronom: elle

Client Services Officer / Agent des services à la clientèle

Small Craft Harbours / Direction des Ports pour petits bateaux

Ontario and Prairie Region / Région de l'Ontario et des Prairies

Fisheries and Oceans Canada / Pêches et Océans Canada

[jacqueline.blanchette@dfo-mpo.gc.ca](mailto:jacqueline.blanchette@dfo-mpo.gc.ca) /c: 905-975-4784

	FEES					
MARINA	DAILY LAUNCH	LAUNCH-SEASON	DOCKAGE-UNSERVICED -per foot	BOAT SLIP-WEEK-per foot	BOAT SLIP-MONTH-per foot	BOAT SLIP-SEASON-per foot
<i>* all fees are for non-serviced boats and do not include dumping fees</i>						
*RICHARD'S LANDING	\$6.00	\$60.00	\$1.50	\$6.50	\$17.00	\$30.00
HILTON BEACH	\$6.00	\$60.00	\$1.65	\$7.20	\$18.55	35-38.25
*BATCHAWANA	\$10.00	\$115.00	\$1.20	na	\$13.00	\$30.00
BRUCE MINES	\$6.00	\$25.00	\$1.60	\$7.00	\$15.00	\$26.00
*SSM -BONDAR	na	na	\$1.85	\$8.26	\$24.28	na
THESSALON	na	na	\$1.85	\$7.20	\$18.60	na
BLIND RIVER	na	na	\$1.90	na	\$9.00	\$22.00
SPANISH	\$6.20	\$113.00	\$1.90	\$8.10	\$23.25	\$33.00
WAWA	\$5.00	\$75.00	\$2.00	\$6.00	\$10.50	\$21.00
<b>AVERAGE COST</b>	<b>\$4.36</b>	<b>\$49.78</b>	<b>\$1.72</b>	<b>\$5.58</b>	<b>\$16.58</b>	<b>\$18.00</b>
<i>*Most Comparable</i>						



# Prince Township Marina Policy Handbook

## 2022 Boating Season May 15-Oct. 15

Marina Master:

Marina Office: (705) 779-2992

Off Season contact: Municipal Office at (705) 779-2992 or via email to [clerk@prince.twp.on.ca](mailto:clerk@prince.twp.on.ca)



## **TABLE OF CONTENTS**

Marina Mission Statement	<b>Page 3</b>
Introduction	<b>Page 4</b>
Contract Holder Environmental Commitment	<b>Page 5</b>
Clean Marine Policy	<b>Page 6</b>
Environmental Hazard Policy	<b>Page 7</b>
Wait List Policy	<b>Page 8</b>
Policy for Insurance Coverage	<b>Page 9</b>
Seasonal Wharfage Policy	<b>Page 10</b>
Marina Fee Schedule	<b>Page 12</b>

## MARINA MISSION STATEMENT

- To develop and manage the Marina area comprising of leased land, water lots and Municipal lands and facilities located adjacent to the Marina
- To conduct activities pursuant to the provisions and regulations contained in the Agreement negotiated between the Municipality and Federal Government and to adhere to all applicable Federal, Provincial and Municipal legislation and directives
- To honour our commitment to the Small Craft Marinas Program by managing the marina in a manner aligned with the Department of Fisheries and Oceans (DFO) mandates, policies and regulations
- To conduct all activities in a business-like and professional manner
- To promote, foster and manage the Marina facilities in such a way as to make the Marina area a friendly and enjoyable destination for both boaters and tourists who wish to come Prince Township
- To conduct activities to maintain the long-range protection of the environment and fish habitat found in the Marina area

## INTRODUCTION

This booklet was established for the operation of the Gros Cap Marina on how best to develop and operate the facility and for the use of the boaters that berth at this marina and any other individuals who have an interest in the operation and management of the facility.

Copies of this Handbook will be distributed to all Contract Holders who have a Seasonal Berthing Contract with the Municipality. Additional copies will be available at the Municipal Office.

It should be noted that the policies printed in this Handbook become effective as of the date of printing. If Council makes any amendments to the existing policies after the printing date, the amended policy will take precedence over that which is printed in this publication.

In order to facilitate the most cost effective operation of the marina, slip assignments are ultimately at the discretion of the Facilities Supervisor and/or the Marina Master.

## Contract Holder Environmental Commitment

*I/We commit my/our guests, crew and myself/ourselves:*

1. To keep all refuse and garbage of any kind on board the boat until we are able to place it in the waste containers on shore.
2. To separate all recyclables and place them in the appropriate containers.
3. To separate hazardous wastes, including oils and antifreeze, unwanted paints, solvents and cleaners, batteries, old unusable fuel and used oil filters and dispose of them in accordance with Marina guidelines or take all such wastes to an appropriate hazardous waste collection site.
4. To take all necessary steps to avoid spilling fuel, oil or any chemicals or cleaners whatsoever into the water, to refrain from pumping oil contaminated bilge water overboard and to be guided by instructions from the attendant when at the gas and/or pump-out dock and, when in the Marina, to use only the designated fueling facility to fill my/our boat.
5. To use the onshore washroom facilities, whenever practical, as long as the boat is at the dock.
6. To refrain from pumping grey or black water overboard while on the water.

## The Clean Marine Policy

1. This Marina understands and recognizes the vital importance of maintaining a clean natural environment.
2. In accepting and adopting those best management principles and operating practices that are appropriate to its operation, this Marina commits itself to the best of its ability to:
  - eliminate the release of contaminants to the water, both directly and indirectly
  - minimize the release of pollutants to the atmosphere
  - avoid contamination of the ground
  - adopt waste reduction, reuse, and recycling strategies
  - optimize energy and water conservation
  - promote good environmental practices to all parties
3. Abide by and, where possible, exceed the requirements of all relevant legislation.
4. Marina management will introduce sound environmental practices into every aspect of our operation. We will train our employees to understand and implement these practices.
5. The philosophy of this Policy Handbook will be integrated into the contract between the Marina and our Contract Holders.
6. All suppliers and subcontractors will be made aware of the intent of this Policy and will be encouraged to adopt the same good practices where appropriate.
7. The Marina also commits itself to an ongoing program of self-evaluation. We will strive to continually upgrade and improve our environmental performance.

## Environmental Hazard Policy

In the event an activity takes place that presents a hazard to the environment of the Marina area, the following procedure shall be used as a guideline to deal with the occurrence.

1. As soon as it is possible, the person who notices the activity shall notify an employee of the Municipality.
2. The Municipal Staff shall notify the appropriate agencies. Note: If necessary, the Ontario Provincial Police will be notified.
3. If the resources available to the Marina staff are not sufficient to contain and deal with the occurrence then the following Municipal Departments and outside agencies shall be called for assistance:
  - NBP Public Works Department.
  - NBP Fire and Emergency Services.
  - Parks Canada
  - Canadian Coast Guard Station
  - Other resources as suggested by the Ministry of the Environment & Climate Change
4. At the completion of dealing with the occurrence, the affected area is to be restored to a condition that is as close to the original as possible.
5. The Marina staff will be given appropriate training in dealing with environmental hazards and spills on a regular basis.
6. The Marina will maintain an environmental spill containment kit on site that is appropriate for a first response to an occurrence.
7. All Marina and Municipal resources utilized in dealing with the occurrence shall be replaced as soon as possible.
8. All contractors conducting work in the water shall carry liability insurance in the amount of two million (\$2,000,000) minimum and shall pay the cost of replacement for all Municipally-owned environmental containment equipment used to contain a spill.

## **Waiting List Policy**

To be placed on the Waiting List, a prospective Contract Holder must submit his or her name to the Municipal Office.

A person's name will be placed on the Waiting List as of the date and time of the request. When a name is placed on the list, the size of slip required for the prospective Contract Holder's boat shall also be recorded.

The Municipal staff shall allocate the available slip to the person with the highest ranking and appropriate boat size for the available slip on the Waiting List. If the first person declines the available slip, it will be offered to the next person on the Waiting List with the appropriate boat size for the available slip.

## Policy for Insurance Coverage

The Municipality shall carry General Liability, Personal Property and Accident for Employees insurance for the Marina.

All recreational and commercial boaters must maintain in force a policy of General Liability and Marine Liability (or Protection & Indemnity including Hull & Machinery).

All transient boaters must complete a waiver of liability prior to being granted a slip in the harbor and/or making use of marina amenities.

## Seasonal Wharfage Policy Recreational and Commercial

1. All slip allocations shall be the responsibility of the Municipality
2. The recreational and commercial wharfage rates will be based on a per foot charge set each year by the Municipality, in accordance with the Municipal Act, 2001, as amended, upon recommendations submitted to council.
3. To determine the appropriate wharfage fee, the total length will be rounded up to the nearest foot. This total length is the actual space required for the vessel and includes items such as bow pulpits, bowsprits, davits, outboard motors and swim platforms.
4. If the contract is to be with co-owners of the specific vessel, proof of co-owned registration must be supplied to the Municipality.
5. The recreational or commercial Contract Holder listed in the contract may not sublet the slip for use by another boater.
6. Charcoal barbeques are not permitted on docks or boats within the harbour due to liability concerns.
7. If the owner changes the specific boat listed in the contract during the contract year, then the recreational or commercial wharfage fee will be adjusted to reflect the new boat size and the number of seasonal days remaining in the contract period. Any change in boat size must be approved by the Municipal staff in advance, in writing.
8. A transient fee will be charged for usage of a recreational or commercial slip prior to May 15 or after October 15. After October 15 winter storage rates may also apply. If haul in falls before the May 15 or haul out falls after the October 15 date, no fee will be charged after the period of time between the haul in date and May 15 or the period of time between October 15 and the haul out date as the case may be.
9. Slip assignments are at the full discretion of the Municipality. No Contract Holder is guaranteed the same slip year to year
10. Berthing agreements are to be filled in online on the Harbours page and the Certificate of Insurance uploaded online by February 28, 2021.
11. Cradles and mast equipment must be removed the same day as haul in. Any cradles or masts left after the haul in day will be charged a fee for storage for each day they are left on site.

12. A written request must be submitted to the Facilities Supervisor and Harbour Master for any request of movement within the Harbour. This would be due to increased size of the boat or dock preference.
13. Any boat parked in the Harbour in a space that has not been pre-assigned, and/or without permission from the Municipality, will be removed or charged the appropriate transient fee on a per day basis.
14. The Contract Holder acknowledges he/she is using the berthing facilities at his/her own risk and Her Majesty the Queen in Right of Canada, as represented by the Department of Fisheries and Oceans - Small Craft Harbours Branch, Transport Canada and the Municipality will not be liable for injury, damage or loss to persons or property arising in connection with the use of the said property.
15. In the event of reconstruction, repairs or other improvements to the wharf or wharf property, the Contract Holder shall, upon notice in writing from the Department of Fisheries Oceans and/or Transport Canada and/or the Municipality, remove his/her boat from the wharf as directed, at the expense of the Contract Holder.
16. The Contract Holder is not to install or permit anything to be left on any dock, including tenders and dinghies, without permission from the Municipality.
17. The contract may be terminated at any time upon 15 days' written notice from the Municipality with or without reason.
18. No refunds for slip cancellations due to repairs and/or damages occurring to the Contract Holder's boat during the regular boating season will be given.
19. The Municipality reserves the right to use the preferred berth for transients when the Contract Holder's vessel is away. The Contract Holder must notify the Harbour Master's Office of expected dates of absence from his/her slip, if for more than one day. This helps to keep costs down and so the harbour can run as efficient and cost effective as possible.
20. To facilitate the most cost-effective operation of the harbour, slip assignments are at the full discretion of the Municipal Staff. You are not guaranteed the same slip each year. The Municipality reserves the right to reallocate berthing.
21. The Contract Holder is responsible for forwarding a change of address and/or telephone number and/or any other relevant contact information to the Municipal Office.

## **2022 Harbour Fee Schedule**

**Seasonal Launch Fee \$50**

**Daily Launch Fee \$4.00**

**Seasonal Dockage Fee \$18/foot**

**Daily Dockage Fee \$1.70/foot**



Peggy Greco, Acting Clerk <clerk@twp.prince.on.ca>

---

## Leepfrog Telecom Tower - Prince Township letter of concurrence

---

**Roland Renner** <roland.renner@huntercomm.net>  
To: "clerk@twp.prince.on.ca" <clerk@twp.prince.on.ca>  
Cc: George Chriss <gchriss@leepfrogtelecom.com>

Fri, Mar 25, 2022 at 2:47 PM

Hello,

As George Chriss described in an earlier email, ISED regulatory requirements include a letter of concurrence from the Land Use Authority (Prince Township in this case) agreeing to the construction and location of the tower.

I have attached a draft letter of concurrence. If you want to edit, add or change something, please make sure each point in the draft has been addressed.

Please send the signed version on Prince Township Letterhead back to myself and George. Call me at the number below if you have any questions or concerns.

Regards,

Roland Renner  
613-612-0501

---

 **Tower Location Concurrence - Prince Township Draft.docx**  
14K



Peggy Greco, Acting Clerk &lt;clerk@twp.prince.on.ca&gt;

---

**Re: Prince Township Sault Ste Marie Ward 5**

1 message

---

**George Chriss** <gchriss@leefrogtelecom.com>

Thu, Mar 24, 2022 at 2:19 PM

To: "CAO Prince Twp." &lt;clerk@twp.prince.on.ca&gt;

Cc: "CAO Prince Twp." &lt;pgreco@twp.prince.on.ca&gt;, Matthew Scott &lt;m.scott@cityssm.on.ca&gt;, Corey Gardi &lt;c.gardi@cityssm.on.ca&gt;

Hello Mary Lynn, Matthew and Corey

Leefrog should be installing our 100' tower at the private airstrip in April with broadcast to the community as soon as the tower is lifted. The process takes 3-4 days. Leefrog currently has its internet connection at the RM Moore Public school.

Leefrog has the NavCan and Transport Canada approvals.

Can Mary Lynn please issue a concurrence letter as the land use authority. I will send you or Roland Renner from our office will send you what the letter needs to include. It is required as the final step for Industry Canada.

As part of the regulatory process, we placed an ad in the local paper. We did receive 1 complaint from the private pilots association so we moved the tower location to the private airstrip at 130 Marshall Drive from the old dump site. We had no other complaints and received approvals from both NavCan and Transport Canada. This completes the regulatory requirements from our perspective with all issues resolved. Hence the request for the letter. An email will come from Roland Renner on our behalf.

Industry Canada extended the completion date for this project and the other two that were awarded to us. I have attached our order form in case you have people interested in signing up. The more customers the better. Hopefully Prince Township Municipal office will sign up for our services. The info is also available at [www.leefrogtelecom.com](http://www.leefrogtelecom.com).

I will keep everyone posted on our progress and thanks again for everyone's efforts.

gc

On 1/17/22, George Chriss <gchriss@leefrogtelecom.com> wrote:  
> NavCan do public airports, not private. Learning curve for us as well.

March xx, 2022

Mr. George Chriss  
Leepfrog Telecom  
8889 Yonge St.  
Box 3108  
Richmond Hill, ON L4C 0V3

By email

Re: Telecommunications tower location in Prince Township 130 Marshall Drive

Mr. Chriss,

Prince Township concurs with the location of the Leepfrog 100 ft. telecommunications tower at 130 Marshall Drive 46°31'43.11" N, 84°33'3.92" W.

There are no residents within 300 ft. of the tower. There was one complaint in response to the Public Notice in the Sault Star. Leepfrog and the complainant agreed on the location above. No other complaints have been received.

Yours truly,



Peggy Greco, Acting Clerk &lt;clerk@twp.prince.on.ca&gt;

---

## FIVE weeks until the start of the FONOM Conference

2 messages

---

**FONOM Office/ Bureau de FONOM** <fonom.info@gmail.com>  
Bcc: pgreco@twp.prince.on.ca

Tue, Apr 5, 2022 at 8:36 AM

Good morning

Please share this email with your Council and Senior Staff.

### “BIG DATA Means BIG IDEAS”.

#### 2022 FONOM Conference

Hosted by the City of North Bay, May 9-11, 2022

Best Western, [700 Lakeshore Drive, North Bay, ON](#) (705) 474-5800

Don't miss out! This year's **in-person** Conference will be an informative event for municipal representatives on issues relevant to Northern municipalities.

This year's Keynote speaker is Doug Griffiths. Doug is the author of **13 Ways to Kill Your Community**. *He will provide a lively, full of personality, conversational, breezy, concise, and fun session. One can imagine seeking out information on boosting their local community, sighing dutifully as they seek out material, and then being relieved and delighted when what they find turns out to be as entertaining as it is informative.*

During the FONOM Conference Hosted by the City of North Bay in May, FONOM will be hosting a **Northern Leaders Debate**, with all **four** Leaders confirmed. The FONOM Board would like to solicit our members for debate questions they would like to have asked during the debate. We would ask that the question be submitted **by Friday, April 29**. The FONOM Executive Committee will review the questions for consideration. Please ensure the question is of regional importance.

Other planned Agenda Items for the 2022 FONOM Conference are;

Cultural Mindfulness, NWMO Safety Transportation plan, [ONTC Shop Tour](#), Reception at Gateway Casino, MPAC Update, Insurance pricing explained, Banquet, AGM, a path forward for Mental Health, Homelessness, and Addiction, and an update from FedNor.

Talk soon, Mac

Mac Bain  
Executive Director  
The Federation of Northern Ontario Municipalities  
[615 Hardy Street North Bay, ON, P1B 8S2](#)  
Ph. 705-498-9510

**“BIG DATA Means BIG IDEAS”.**

**2022 FONOM Conference**

Hosted by the City of North Bay, May 9-11, 2022

Best Western, [700 Lakeshore Drive, North Bay, ON](#) (705) 474-5800

---

 **2022 Delegate Registration form.pdf**  
56K

---

**CAO Prince Twp.** <clerk@twp.prince.on.ca>

Fri, Apr 8, 2022 at 2:10 PM

Draft

Bcc: Enzo Palumbo <epalumbo@princetwp.ca>, Ian Chambers <ichambers@princetwp.ca>, Ken Lamming <klamming@princetwp.ca>, m matthews <mmatthews@princetwp.ca>, E Caputo <ecaputo@princetwp.ca>

Sincerely,

Peggy Greco  
Acting Clerk  
Prince Township  
Consultant E4M Solutions Inc.

[Quoted text hidden]

---

 **2022 Delegate Registration form.pdf**  
56K



Peggy Greco, Acting Clerk &lt;clerk@twp.prince.on.ca&gt;

---

## Provincial Leaders Debate

---

FONOM Office/ Bureau de FONOM &lt;fonom.info@gmail.com&gt;

Tue, Mar 22, 2022 at 6:58 PM

Bcc: pgreco@twp.prince.on.ca

Good afternoon *Please share this emails with your colleagues*

The FONOM conference falls inside the writ period for the Provincial Election. As a result, the FONOM Board has been exploring the possibility of hosting a Northern Leaders Debate during our Conference. This afternoon, we confirmed that all four Leaders would attend a **Provincial Leaders Debate**, which will focus on issues important to citizens of Northern Ontario. The debate will be held at the **Capital Centre** ([www.capitolcentre.org](http://www.capitolcentre.org)) in the City of North Bay on **Tuesday, May 10th, 2022, starting at 1:15 P.M.**

President Danny Whalen commented, "many of 154 communities in the North have a small population, and the Debate provides a platform for our voices to be heard." He also mentioned, "we are pleased that the Municipal organizations in Northern Ontario will hear directly from the Provincial Party Leaders during the spring campaign."

The Schedule is attached to this email, with more Conference information.

Talk soon, Mac

Mac Bain  
Executive Director  
The Federation of Northern Ontario Municipalities  
[615 Hardy Street](#) North Bay, ON, P1B 8S2  
Ph. [705-498-9510](#)

**“BIG DATA Means BIG IDEAS”.**

**2022 FONOM Conference**

Hosted by the City of North Bay, May 9-11, 2022

Best Western, [700 Lakeshore Drive, North Bay, ON](#) (705) 474-5800

---

 **FONOM Conference Schedule as of March 22, 2022.xls**  
43K



# 2022 FONOM / MMA Northeastern Ontario Municipal Conference



## **BIG DATA MEANS BIG IDEAS**



### Hosted by the City of North Bay

May 9, 10 and 11, 2022 at the Best Western North Bay Hotel & Conference Centre  
700 Lakeshore Drive, North Bay, Ontario

### Delegate Registration Form

(Please complete ONE FORM for each person attending)

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Municipality or Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ E-mail: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

<b>Full Delegate Package</b> Includes all meals (2 breakfasts, 3 lunches, 4 breaks, Welcome Reception on Monday and Banquet on Tuesday), Trade Show, all sessions/workshops and a delegate kit.	By April 8 <input type="checkbox"/>	<b>\$400</b>
	After April 8 <input type="checkbox"/>	<b>\$440</b>
<b>One Day – Monday, May 9</b> Includes lunch, afternoon break and Welcome Reception, all sessions on Monday, Trade Show and a delegate kit.	By April 8 <input type="checkbox"/>	<b>\$180</b>
	After April 8 <input type="checkbox"/>	<b>\$210</b>
<b>One Day – Tuesday, May 10</b> Includes breakfast, lunch, morning & afternoon breaks, all sessions/workshops on Tuesday, Trade Show and a delegate kit. Does NOT include Banquet ticket – order below.	By April 8 <input type="checkbox"/>	<b>\$190</b>
	After April 8 <input type="checkbox"/>	<b>\$220</b>
<b>One Day – Wednesday, May 11</b> Includes breakfast, lunch, morning break and Ministers' Forum and a delegate kit. Also includes the FONOM Annual Business Meeting if you are a FONOM member.	By April 8 <input type="checkbox"/>	<b>\$180</b>
	After April 8 <input type="checkbox"/>	<b>\$210</b>
<b>Extra Banquet Ticket</b> Any banquet attendee can note special dietary requirements below:	<input type="checkbox"/>	<b>\$145</b>
<b>(Payable to the City of North Bay)</b>	<b>Total</b>	<b>\$</b>
	<b>HST - 13%</b>	<b>\$</b>
	<b>Final Total</b>	<b>\$</b>

**Send payment and completed form**

to: City of North Bay  
200 McIntyre Street East PO Box 360  
North Bay, ON P1B 8H8

**Inquiries:**

Melissa Shoults  
Arts, Culture, Recreation & Leisure Services  
Tel: (705) 474-0626 ext. 2329  
Email: [fonom@cityofnorthbay.ca](mailto:fonom@cityofnorthbay.ca)

**Please register by April 8th to obtain early bird rate. Your sent registration form by this deadline will guarantee the lower price. Payment must be received by the first day of the conference.**

**Cancellation Policy: Registration fees, less a \$50 administration charge, are refundable only if written notification is received by Friday, April 8th. No refunds will be made after April 8th, 2022, however substitutions may be made without financial penalty.**

FONOM collects, uses and discloses the information requested to promote the interests of the municipal sector. It may also be shared with selected third parties to generate operating revenues for FONOM. Under the Federal Personal Information Protection and Electronic Documents Act (PIPEDA) some of the information may constitute personal information. By filling out this form you agree that all personal information provided by you on the form may be collected, used and disclosed by FONOM for all purposes described above.



Prince Township Admin Assistant &lt;adminassist@princetwp.ca&gt;

---

**FW: CEP Rural - 7500077 - Phase 2 - NOHFC Info Request List**

1 message

---

**Wright, Taylor (NDMNRF)** <Taylor.Wright@ontario.ca>  
To: "adminassist@princetwp.ca" <adminassist@princetwp.ca>

21 March 2022 at 15:21

Hi Lee-Ann,

As I mentioned on the phone, Mary Lynn was in the process of submitting supporting documentation for another NOHFC project (fire hall painting). There are some outstanding documents that are required, and some additional information that needs to be added in the attached word document.

Please let me know how I can help!

Taylor

**Taylor Wright**

A/Northern Development Advisor

Regional Economic Development Branch

Northern Development Division

Ministry of Northern Development, Mines, Natural Resources &amp; Forestry

70 Foster Drive, Suite 200, Sault Ste. Marie, ON P6A6V8

Cell: (705) 255-8230

---

**From:** Wright, Taylor (NDMNRF)  
**Sent:** March 16, 2022 2:34 PM  
**To:** CAO Prince Twp. <clerk@twp.prince.on.ca>  
**Subject:** FW: CEP Rural - 7500077 - Phase 2 - NOHFC Info Request List

Hi Mary Lynn,

I've had a chance to review your stage 2 submission. Could you provide the following items:

- Copy of documentation that the fire hall is owned by the municipality (apologies, I could not find it filed with the other fire hall project documents)
- Copy of the contract signed with the lowest (and in this case, only) bidder – Rene's Painting & Decorating

- Copy of recent financial statements

Also, as you alluded to in your email last week, I will require a resolution that specifies the approved budget for the project and that the Township will cover cost overruns. I re-attached the resolution you provided from another project with appropriate wording to re-use.

I have attached the Information Request List with a couple highlighted items for you to address/expand on. Generally speaking, I am just looking for a few more details about the painting project itself (i.e. interior/exterior), why it was needed, and how it will extend the life of the asset.

Thanks

Taylor

---

**From:** CAO Prince Twp. <clerk@twp.prince.on.ca>  
**Sent:** March 9, 2022 1:28 PM  
**To:** Wright, Taylor (NDMNRF) <Taylor.Wright@ontario.ca>  
**Subject:** Re: CEP Rural - 7500077 - Phase 2 - NOHFC Info Request List

**CAUTION – EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.**

Hello,

Attached are most of the supporting documents. I will have to amend the resolution next Council meeting. The Insurance certificate has been requested.

Mary Lynn Duguay  
CAO/Clerk/Treasurer  
Township of Prince



Virus-free. [www.avg.com](http://www.avg.com)

On Tue, Mar 1, 2022 at 9:07 AM Wright, Taylor (NDMNRF) <Taylor.Wright@ontario.ca> wrote:

Good morning Mary Lynn,

NOHFC has deemed your Fire Hall Improvement Project **7500077** as potentially eligible. Please find the attached Phase 2 – Information Request List – Client Proposal to complete. The new phase 2 CEP – Rural application is much shorter than in the past for capital type projects, as well, I am available to help with the process.

Please list the file number in all our correspondence (list the number in the email subject line &/or have the number available with a phone call).

Please note the final page in the Information Request List, there is a list of the required documents that must be included with your phase 2 submission. They include and are not limited to

- Quotes, RFP, tenders, estimates, plans, drawings, engineering/consultant reports, etc.
- A certificate of insurance and articles of incorporation and amendments and/or business registration.
- Community Plan, Strategic plan and/or Asset Management Plan for the facility
- Audited financials
- Resolution stating –
  - support of the project and approval to submit a funding application to NOHFC,

 Township of Prince Audited Consolidated Financ...

- the name of the project and the value of the project,
- the amount of contribution as the applicant (there is a minimum 10% cash contribution required by the applicant)
- and a commitment to cover all cost overruns.
- Proof of ownership of the facility and accountability
- Etc. please review the listing

NOHFC prefers to have phase 2 applications submitted in or within 60 days. Please advise if your application submission will take longer if you are approaching the 60 day timeline.

Thank you and I am available to assist you throughout the application process with and with application.

Best regards,

Taylor

**Taylor Wright**

A/Northern Development Advisor

Regional Economic Development Branch

Northern Development Division

Ministry of Northern Development, Mines, Natural Resources & Forestry

70 Foster Drive, Suite 200, Sault Ste. Marie, ON P6A6V8

Cell: (705) 255-8230

**IMPORTANT:** When responding to this or sending any email to the Ministry or NOHFC please remove all web links/Facebook/Twitter/tags/ etc. from your signature block. **These items will not get through the gov't firewall and as a result your email will not be received. You will not receive a bounce back or error message.**



Virus-free. [www.avg.com](http://www.avg.com)

---

**2 attachments**



**7 e) Fire Hall NOHFC signed.pdf**  
54K



**NOHFC Rural Enhancement Funding stream project\_TWEditsMarch16.docx**  
63K

13 d) i.



MUNICIPALITY OF  
**SHUNIAH**  
• Superior Living Communities •

## MUNICIPALITY OF SHUNIAH

420 Leslie Avenue, Thunder Bay, Ontario P7A 1X8  
Phone: (807) 683-4545 Fax: (807) 683-6982  
Email: [shuniah@shuniah.org](mailto:shuniah@shuniah.org) [www.shuniah.org](http://www.shuniah.org)

March 24, 2022

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

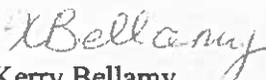
Dear Premier Ford,

**RE: Support Resolution – Township of Chapple supports resolution from Northwestern Ontario Municipal Association (NOMA)**

Please be advised that, at its meeting on March 22, 2022, the Council of the Municipality of Shuniah resolved to support resolution number RES-7-2022 from the Township of Chapple regarding resolution 2022-01 dated January 17, 2022, from Northwestern Ontario Municipal Association (NOMA) with regards to supporting the expansion of Northern Ontario School of Medicine (NOSM) to address the urgent need for physicians on Northern Ontario.

We kindly request your support and endorsement for the expansion of the Northern Ontario School of Medicine.

Yours truly,

  
Kerry Bellamy  
Clerk  
KB/jk

Cc:  
Hon. Jill Dunlop, Minister of Colleges and Universities  
Hon. Cristine Elliot, Minister of Health  
Hon. Victor Fedeli, Minister of Economic Development, Job Creation, and Trade  
local MPs & MPPs  
Ontario Medical Association  
Northern School of Medicine  
Northern Ontario Academic Medicine Association  
Association of Municipalities of Ontario (AMO)  
Federation of Northern Ontario Municipalities (FONOM)





MUNICIPALITY OF  
SHUNIAH

# COUNCIL RESOLUTION

Resolution No.: 100-22

Date: Mar 22, 2022

Moved By: Don Smith

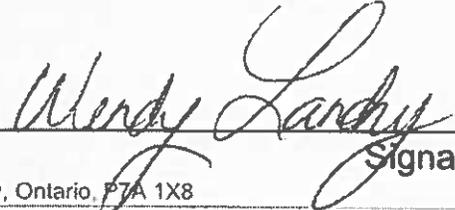
Seconded By: Denna Blunt

THAT Council hereby receives the following <sup>Supports &</sup> <sup>Resolutions and Correspondence</sup> correspondence:

- a. NOMA et al. Letter to Minister of Indigenous Affairs & Northern Development
- b. Township of Chapple Resolution - Support NOMA Resolution re NOSM Expansion
- c. Lakehead Region Conservation Authority Annual Meeting Minutes

and the same be filed at the Clerk's Office.

Carried     
  Defeated     
  Amended     
  Deferred

  
 \_\_\_\_\_  
 Signature





THE CORPORATION  
OF  
THE TOWN OF HALTON HILLS

**Resolution No.:**

**Title:** **New Gravel Extraction Licensing applications**

**Date:** February 7, 2022

**Moved by:** **Mayor R. Bonnette**

**Seconded by:** **Councillor J. Fogal**

**Item No.**

WHEREAS Ontario currently has over 5000 licenced pits and quarries located throughout the province that are able to meet the expected near term needs of Ontario's construction industry;

AND WHEREAS applications continue to be submitted without a definitive determination if there is a need for additional supply;

AND WHEREAS gravel pits and quarries are destructive of natural environments and habitats;

AND WHEREAS pits and quarries have negative social impacts on host communities in terms of noise, air pollution, and truck traffic;

AND WHEREAS the urgent need to reduce greenhouse gas emissions in order to combat climate change has brought awareness to the very high carbon footprint associated with the production of concrete and asphalt which are major end-users of aggregates;

AND WHEREAS there is an obligation to consult with First Nations peoples regarding the impacts of quarries on treaty lands and a responsibility to address those impacts;

NOW THEREFORE BE IT RESOLVED THAT the Ontario government be requested to impose an immediate temporary moratorium on all new gravel

mining applications pending a broad consultation process including with First Nations, affected communities, independent experts and scientists to chart a new path forward for gravel mining in Ontario which:

- Proposes criteria and processes for determining the need for new gravel licences;
- Recommends updated policies and restrictions for gravel mining below the water table to reflect current groundwater sciences;
- Develops new guidelines for reprocessing in order to ensure sustainable aggregate supplies;
- Recommends a fair levy for gravel mining that includes compensation for the full environmental and infrastructure maintenance costs to the local community of extraction and distribution of aggregate;
- Provides greater weight to the input by local municipalities to lessen the social impacts from mining operation and trucking through their communities;
- Proposes revisions to application procedures which fully honour First Nations' treaty rights;

AND FURTHER THAT a copy of this resolution be sent to the Honourable Doug Ford Premier of Ontario, the leaders of all Provincial Parties, Minister of Natural Resources and Forestry, the Honourable Ted Arnott MPP, AMO, Small Urban GTHA Mayors, Town of Milton, Town of Oakville, City of Burlington and Region of Halton.

---

Mayor Rick Bonnette

# A MORATORIUM ON ALL NEW GRAVEL MINING APPROVALS TODAY

## ISSUES

- ❶ Gravel mining permanently changes the existing natural environment and causes numerous negative impacts to surrounding communities. It is not a benign activity.
- ❷ The gravel mining industry provides the raw materials for cement production, highway construction and urban sprawl. These activities are significant contributors to greenhouse gas emissions in Ontario.
- ❸ Ontario's current application process for gravel mining:
  - Allows uncontrolled proliferation of gravel sites across Ontario
  - Favours corporations and places an unfair burden on municipalities and local communities forced to advocate for the protection of the natural environment and built communities
  - Does not fulfill the requirements for free, prior and informed consent of Indigenous Nations as guaranteed in the Canadian constitution

## POLICY PROPOSAL

- ❶ Impose an immediate moratorium on all new gravel mining approvals (including interim orders and site plan amendments for mining below the water table or that increase licensed tonnages).
- ❷ Create an independent panel to conduct broad consultations involving Indigenous Nations, municipalities, affected communities, industry, and independent experts and scientists.
- ❸ Chart a new path forward for gravel mining which:
  - Prevents greater climate chaos
  - Protects groundwater and farmland
  - Increases the weight of local perspectives in land use planning
  - Ensures long term supplies of a finite resource
  - Honours treaties and obligations with Indigenous Nations as prescribed in the Canadian Constitution

## IMPACT OF A MORATORIUM

A moratorium on new approvals of gravel mining sites in Ontario will:

- ❶ Provide an opportunity to **update gravel mining industry policies** and regulations to reflect current societal expectations and meet the national and international requirements of addressing climate change.
- ❷ **Respond to the urgent requests** from thousands of Ontario residents (predominantly rural) struggling with the threats to their families, homes and communities from gravel mining.
- ❸ **NOT impact** the current supply of gravel required to meet Ontario's needs.
- ❹ **NOT impact** the rights existing gravel mining operators have to continue their existing operations as they do today.
- ❺ **NOT impact** current employment in the gravel mining industry.

## FOUR FACTS ON GRAVEL MINING IN ONTARIO

**FACT #1** The provincial government has authorized the gravel mining industry to extract thirteen times more gravel each year than is required to meet average annual consumption.

- On average 157.4 million tonnes of gravel was extracted annually over the past 10 years in Ontario.<sup>1,2</sup>
- 2.05 billion tonnes of gravel extraction are allowed each year from the 5000-plus licensed gravel mining sites in Ontario. (Note: 800-plus sites, {approximately 15%} are permitted to extract unlimited tonnages each year. These amounts are in addition to the 2.05 billion tonnes mentioned above.)

**FACT #2** Gravel mining consumes an average of 5,000 acres of land in Ontario each year.

- Licenses for gravel extraction have increased from 183,000 acres in 1992 to 333,000 acres in 2020<sup>3</sup>, an increase of almost 150,000 acres or 5,000 acres per year over the past three decades. That's a land area equivalent to two proposed Melancthon mega-quarries each year.<sup>4</sup>

**FACT #3** The gravel mining industry doesn't pay its fair share, for example municipal property taxes.

- Municipalities challenge preferential property tax treatment given to gravel mining sites.
- Disputes continue between Ontario Municipalities and the gravel industry over property taxes.
- Examples:
  - Wellington Country asserts that "other sectors, mainly residential and small business, are subsidizing the aggregate industry's artificially low valuations".
  - In Puslinch Township "single family homes in Puslinch pay more taxes than 100-acre active (gravel) sites".<sup>5</sup>

**FACT #4** The gravel mining industry supplies sand, stone and gravel for cement production, highway construction and urban sprawl, which make significant contributions to greenhouse gas emissions in Ontario.

- The cement industry produces 8% of global carbon emissions, as a country it would be the third largest global emitter of CO<sub>2</sub>.<sup>6</sup>
- Transportation has become the biggest source of GHG emissions in Ontario.<sup>7</sup>

## RECOMMENDED AREAS OF CONSULTATION AND INQUIRY

- Determine the total amount of licensed supply in Ontario's 5000-plus pits and quarries.
- Propose criteria and processes for determining and demonstrating the need for new gravel mining sites.
- Define limits on 'virgin' aggregate extraction, and set targets for aggregate reprocessing in order to ensure sustainable management of the finite gravel resources in Ontario.
- Propose revisions to application procedures which fully honour Indigenous Nations' treaty rights.
- Recommend updated policies and restrictions for gravel mining below the water table to reflect current groundwater sciences.
- Propose methods which increase the weight given to municipal and community perspectives in gravel mining decisions.
- Recommend approaches to ensure that gravel mining sites are not allowed to transform themselves in significant ways after initial approval. This would include changes to progressive or final rehabilitation plans.
- Recommend a fair levy for gravel mining that includes compensation for the full social and environmental costs of its extraction.
- Recommend approaches to gravel mining oversight to ensure full compliance with all regulations and license conditions.

1. Aggregate Resources Statistics in Ontario, Production Statistics annual reports, The Ontario Aggregate Resources Corporation (TOARC)

2. Active aggregate sites and related maximum tonnage

3. Aggregate Resources Statistics in Ontario, Production Statistics annual reports, The Ontario Aggregate Resources Corporation (TOARC)

4. <https://www.inthehills.ca/2011/06/melancthon-mega-quarry-by-the-numbers>

5. Presentation, Ken DeHart, Wellington County Treasurer May 30th 2021 Gravel Watch Ontario

6. <https://www.carbonbrief.org/qa-why-cement-emissions-matter-for-climate-change>

7. Why Are Ontario's GHG emissions going up instead of Down? Environmental Defence, April 21, 2020

To: Mayor and Council  
From: Reform Gravel Mining Coalition (RGMC)  
Re: Correcting Ontario Stone, Sand and Gravel Association (OSSGA) Misinformation  
Date: March 21, 2022

---

The Reform Gravel Mining Coalition recently became aware of a letter sent to Municipalities across Ontario regarding our organization and activities. We are disappointed that an organization such as the Ontario Stone, Sand and Gravel Association would stoop to name calling and fear mongering and we want to take this opportunity to set the record straight.

The March 18, 2022 memo misrepresents the statements of the RGMC. See comparison below between OSSGA claims and RGMC statements (Table 1). The OSSGA also makes claims about aggregate supply and demand that are questionable as they are not based on publicly available authoritative information. The OSSGA also omits information which would provide the reader a more comprehensive understanding of the issue – for example the contribution of the cement industry to the climate crisis. These are also itemized below (Table 2).

A primary purpose of proposing a moratorium, a temporary pause, on new gravel mining approvals is to conduct an independent third-party study of aggregate reserves. This independent study is an urgent priority as there is a finite amount of gravel reserves in Ontario, and gravel is a vital resource which needs to be carefully managed.

OSSGA member James Dick Construction Ltd. is proud of their “300-year resource management plan” indicating that they “consider long-term planning essential for long-term growth — except that in its case the planning horizon stretches three centuries into the future.”<sup>1</sup> It is difficult to reconcile the recurring claims that Ontario is running out of gravel when members of the industry make such statements.

Concerns around gravel mining have been raised for decades. Citizens demand to be protected. Municipalities’ ability to manage this environmentally and socially intrusive industry are increasingly hampered and reduced. We understand that the industry is concerned. Change can be frightening. But we invite municipalities to support the resolution for a moratorium, a temporary pause, on all new gravel mining approvals in Ontario. Let’s stop making the situation worse by continuing to issue new approvals. It is time to chart a new path forward.

Please contact the Reform Gravel Mining Coalition at [campaign@reformgravelmining.ca](mailto:campaign@reformgravelmining.ca) for more information

---

<sup>1</sup> <https://canada.constructconnect.com/dcn/news/economic/2019/09/aggregate-supplier-plans-300-years-ahead>

**Table 1: Corrections to OSSGA Misinformation**

OSSGA Claim	RGMC Statement
<i>The industry digs out 13 times more gravel every year than it uses</i>	The provincial government has <b>authorized the gravel mining industry to extract</b> thirteen times more gravel each year than is required to meet average annual consumption. <sup>2</sup>
<i>The aggregate industry takes up to 4.6 billion litres of precious water every day.</i>	The provincial government has <b>approved up to 4.6 billion</b> litres of water for daily consumption by the gravel mining industry. <sup>3</sup>
<i>The aggregate industry destroys 5,000 acres of land a year.</i>	Gravel mining <b>consumes</b> an average of 5,000 acres of land in Ontario each year. An average of 5,000 acres of land is licensed each year for gravel mining in Ontario. <sup>4</sup>

**Table 2: Gravel Mining in Ontario/ OSSGA Claims vs. Facts**

OSSGA Claims	FACTS
It is estimated that the industry has roughly a 10-year supply of aggregate licensed to extract.	This statement is not supported by publicly available data. RGMC's review of NDMNRF (Ministry) data, and The Ontario Aggregate Resources Corporation (TOARC) annual reports does not provide evidence to support the assertion that there are only 10 years of close to market reserves. The OSSGA fact is based on "industry estimates". RGMC cites TOARC data <sup>5</sup> .
The Golder/MHBC Supply Demand Study estimated the "amount of 'high' quality reserves is approximately 1.47 billion tonnes"	The OSSGA fails to cite the Golder/MHBC Supply Demand Study reference to the "high degree of uncertainty with this estimate" and the study authors' warning that "the results should not be taken as a very realistic indication of what resource may actually be proven and made available from these licenced sites". <sup>6</sup> The reality is that no one knows the true state of aggregate reserves in Ontario.

<sup>2</sup> Total of maximum extraction limits from the Ministry of NDMNRF Aggregate License and Permit System (ALPS)

<sup>3</sup> MOECP Permits To Take Water Database total of active permits issued for Pits and Quarries Dewatering and Aggregate Washing

<sup>4</sup> <https://toarc.com/production-statistics/>

<sup>5</sup> <https://toarc.com/production-statistics/>

<sup>6</sup> Golder MHBC Supply and Demand Study Executive Summary 2016

OSSGA Claims	FACTS
<p>Ontario will require nearly 4 billion tonnes of aggregate over the next 20 years to meet the needs of citizens and the additional 5.3 million people that will call Ontario home. That is estimated to be 192 million tonnes of aggregate per year.</p>	<p>In the last 20 years average gravel consumption has decreased while the population of Ontario grew by 3 million people in that same period.</p> <ul style="list-style-type: none"> <li>• The average annual consumption of gravel from 2001 – 2010 was 168 MT per year.</li> <li>• From 2011 – 2020 it was 157 MT / year.<sup>7</sup></li> <li>• Ontario’s population increased from 12M to 15M an increase of (25%) in the last 20 years.</li> </ul>
<p>It currently takes an average of 10 years to apply for and receive a new license.</p>	<p>There is no publicly available data to support this claim. The application process for new gravel mining approvals has a two-year time limit on it. Additional delays are often a result of decisions and choices made by the applicants.</p>
<p>The aggregate industry is not a significant contributor of GHG emissions</p>	<p>The cement industry produces 8% of global carbon emissions, as a country it would be the third largest global emitter of CO<sub>2</sub>. Aggregate is the feedstock to cement production.</p>
<p>With respect to the amount of new land that is excavated every year – the average for the past 10 years as reported in The Ontario Aggregate Resources Corporation annual production report is approximately 2600 acres per year.</p> <p>An average of 2000 acres per year is rehabilitated for a total net new disturbed area of 600 acres.</p>	<p>The publicly available data on excavation over the long term does not support this claim. TOARC data indicates that the acres under licence for gravel extraction have increased from 221,000 acres in 1998 to 333,000 acres in 2020, an increase of 112,000 acres or almost 5,000 acres per year.<sup>8</sup></p> <p>TOARC data indicates the total disturbed area has increased from 50,000 acres in 1998 to 83,000 in 2020, an increase of 33,000 acres or 67%.<sup>9</sup> The acres scarred by gravel mining in Ontario is increasing each year, rehabilitation is not keeping up.</p>

<sup>7</sup> <https://toarc.com/production-statistics/>

<sup>8</sup> <https://toarc.com/production-statistics/>

<sup>9</sup> <https://toarc.com/production-statistics/>





Mary Lynn Duguay &lt;clerk@twp.prince.on.ca&gt;

## Request for Council endorsement: Moratorium on new gravel mining approvals in Ontario

1 message

Mike Balkwill &lt;campaign@reformgravelmining.ca&gt;

Thu, Mar 24, 2022 at 4:49 PM

Clerk/To Whom It May Concern,

The Reform Gravel Mining Coalition (RGMC) is proposing the Ontario government declare a moratorium on all new gravel mining approvals in Ontario (including interim orders and site plan amendments for mining below the water table or that increase licensed tonnages).

This resolution supporting the moratorium was passed by the municipality of Halton Hills on February 7, 2022. The municipality of North Dumfries supported the same resolution on February 21. The Town of Puslinch on March 2<sup>nd</sup>, as did the municipality of Milton on March 21. Similar motions are on the agenda of a growing number of municipalities.

This temporary pause on approvals will provide time to create an independent panel to conduct broad consultations involving Indigenous Nations, municipalities, affected communities, industry, and independent experts and scientists and chart a new path forward for gravel mining which:

- Will develop criteria and processes for determining the need for new gravel mines
- Protects groundwater and farmland
- Increases the weight of local perspectives in land use planning
- Ensures long term supplies of a finite resources
- Honours treaties and obligations with Indigenous Nations as prescribed in the Canadian Constitution
- Prevents greater climate chaos

This summary provides an overview of the reasons for a moratorium on new gravel mining in Ontario.

The Ontario Stone, Sand and Gravel Association (OSSGA) sent a memo on March 18, 2022, to all municipalities in Ontario which included misinformation about the RGMC proposal for a moratorium on new gravel mining approvals. This memo from the Reform Gravel Mining Coalition corrects the OSSGA's misinformation.

Please provide this correspondence to the Mayor and Councilors at their next Council meeting. Please do not hesitate to contact us if you have questions or comments.

Reform Gravel Mining Coalition

---

### 3 attachments

 **RGMC on OSSGA Misinformation.pdf**  
216K

 **RGMC Policy Brief.pdf**  
357K

 **Halton Hills Resolution.pdf**