



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

Meeting Date:	Monday, February 14, 2022
To:	Mayor Mills and Members of Council
From:	Denyse Morrissey, Chief Administrative Officer
Report:	CAO 2022-01
Subject:	Operations Review Town of Shelburne – Municipal Modernization Program Third Intake

Recommendation

Be it Resolved that Council:

1. Receives report CAO 2022-01 Operations Review Town of Shelburne – Municipal Modernization Program Third Intake for information; and that
2. And That leave be given for the reading and enacting of Bylaw #05-2022 being a bylaw to authorize the Town of Shelburne to enter into an agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing; and that
3. Optimus SBR Inc be assigned the project and a budget of up to \$81,408 and the funding provided for the project by the Province of Ontario through the Municipal Modernization Program third intake.

Background

Province of Ontario - Municipal Modernization Fund Third Intake

The Province's third intake of the program for expressions of interest closed in late October 2021. The Town submitted an expression of interest for

\$80,000 in project funding under the third intake of the Municipal Modernization Program for an Operations Review.

Like the funding requirements for the SDR under the second intake of the program, the Operations Review project must be completed by an independent third-party organization, consultant or firm.

Analysis

Service Delivery Review Town of Shelburne- Recommendations

An operations review was one of the recommendations from The Town's Service Delivery Review (SDR). The SDR project was completed by Optimus SBR Inc. This firm also completed the County of Dufferin's Service Delivery Review.

The SDR highlighted the opportunity to examine the current Development and Operations department in greater detail. As a result of the Town's continued growth, a greater level, and diversity of services have been provided through the Development and Operations Department. This includes operational activities associated with public works, roads, and utilities as new developments have been built, as well as a greater focus on parks and recreational activities.

The 2021 Service Delivery Review specifically identified an opportunity review this department in light of the Town's growth and changing service expectations. This includes opportunities to:

- Establish service levels and performance mechanism (KPIs, metrics, etc.) that go beyond mandated requirements
- Realign staffing efforts and levels to meet changes in service needs – specifically as related to parks and outdoor recreation
- Ensure roles and responsibilities across the department are appropriately defined
- Review and enhance processes related to work orders; fleet management; and asset management planning; and,
- Identify opportunities to use existing, or new technology solutions to support staff

The link to the November 22, 2021, SDR presentation to Council is:

[Presentation to Council, November 22, 2021 \(escribemeetings.com\)](https://escribemeetings.com)

The link to the full SDR report is

[SDR Future State Report November 2021 \(escribemeetings.com\)](https://escribemeetings.com)

Operations Review Funding Submission Intake Three

The Operations Review grant submission included the general scope of work:

- To implement the recommendations of the Service Delivery Review
- Evaluate process' to create more standards in a range of service areas such as public works and parks.
- Identify opportunities to increase or augment revenue and reduce costs without sacrificing the quality of the services.
- Conduct a full operational review with a focus on key activities associated with public works, roads, utilities, and parks, trails and recreation activities.
- Further review of staffing levels, staffing practices, use of technology, roles and responsibilities across operational service areas and divisions (of the department of development and operations.
- Review fleet management and fleet management planning.
- Review the future operational needs for the Town to incorporate indoor recreation as a potential direct service of the Town.
- Bench marking with other municipalities would also be completed.

Confirmation of Project Funding

On January 25, 2022, the Town was advised by Minister Clark, Ministry of Municipal Affairs and Housing that the project would receive \$81,408 in funding. The letter from Minister Clark is provided in Appendix 1.

The following reporting schedule is a condition of the grant:

Interim Progress report	September 19, 2022
Final Report	January 31, 2023

The Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing (the Province) and The Corporation of the Town of Shelburne (the Recipient) is provided in Appendix 2.

Project Timelines

The estimated duration for the project is approximately five (5) months. The Town's operations review would commence in March 2022 with the final presentation to the Mayor and Council to be completed by August 29, 2022 or September 12, 2022. This timeline ensures the ability for the consultants to be on site and fully observe Town's current winter and summer operations and activities.

It is recommended that the project be assigned to Optimus SBR given their extensive knowledge of the Town's services from the completion of both the County's SDR and the Town's SDR.

Financial

The approved 2022 budget included a line item listing the potential funding from the Municipal Modernization Fund, Intake Three to complete an Operations Review and hiring a consultant.

The 2022 budget notes included that if the grant funding was not provided the project could not have proceeded as it was unfunded.

With the grant funding received the project is fully funded at 100%.

Policies & Implications

Not applicable

Consultation and Communications

Not applicable

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Targets:

Target T2 Municipal Services Review and Evaluation

Supporting Documentation

Appendix 1: Notice of Operations Review project funding, Minister Clark, Ministry of Municipal Affairs and Housing, January 25, 2022.

Appendix 2: Bylaw #05-2022 with the attached Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing (the Province) and The Corporation of the Town of Shelburne (the Recipient).

Respectfully submitted:

Denyse Morrissey, CAO

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

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234-2021-5311

January 25, 2022

Your Worship
Mayor Wade Mills
Town of Shelburne

Dear Mayor Mills:

Thank you for your application to the third intake of **the Municipal Modernization Program** and for your commitment to delivering modern, efficient services that are financially sustainable.

Under the third-party review stream, I am pleased to inform you that the Ford government will provide funding of up to \$81,408 towards:

- Town of Shelburne Service Delivery and Operations Review

All funding is for the cost of an independent third-party reviewer to deliver a final report with specific and actionable recommendations for cost-savings and efficiencies by January 31, 2023.

In 2019, the Ford government launched the MMP to help small and rural municipalities modernize service delivery and identify new ways to be more efficient and effective. The impacts of the COVID-19 outbreak have made this work more important than ever. The projects approved for funding under the third intake of the Municipal Modernization Program will support municipalities' efforts to conduct service delivery reviews to find efficiencies or implement a range of projects, including developing online systems to improve the local process for approving residential and industrial developments to bring housing and employment-related development on stream faster, or setting up new shared services with neighbouring municipalities.

I understand how important this work will be to your community. To help you get started, an interim payment will be issued following execution of a transfer payment agreement. Ministry staff will forward instructions and a transfer payment agreement for each approved project in the coming days and will work with you to have it finalized. If you have questions, please contact your municipal advisor, or email municipal.programs@ontario.ca.

I would like to offer my congratulations on this funding approval and extend my best wishes as you work to improve service delivery and administrative efficiency in your municipality.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark". The signature is fluid and cursive, with the first name "Steve" and last name "Clark" clearly distinguishable.

Steve Clark
Minister

c. Denyse Morrissey, CAO
Carey Holmes, Treasurer
The Honourable Sylvia Jones, MPP, Dufferin—Caledon

THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW NUMBER # 05-2022

BEING A BY-LAW TO AUTHORIZE THE TOWN OF SHELBURNE
TO ENTER INTO AN AGREEMENT HER MAJESTY THE QUEEN IN
RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
MUNICIPAL AFFAIRS AND HOUSING

WHEREAS pursuant to the provisions of the Municipal Act, 2001, S.O. 2001 as amended s. 11 (2) gives the municipality authorization to enact this by-law;

AND WHEREAS it is the intent of the Council to authorize an agreement to receive funding from the signing of this by-law;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Shelburne hereby enacts as follows:

- 1. That the Corporation of the Town of Shelburne shall enter into an agreement, substantially in the form attached hereto, and initialled by the Clerk for identification;
- 2. That the Mayor or his designate and Clerk are hereby authorized to execute the agreement and all documents in connection with the matters authorized by this by-law.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND ENACTED THIS 14TH
DAY OF FEBRUARY, 2022.**

Mayor

Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

The Corporation of the Town of Shelburne

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the Town of Shelburne

Date

Name: Wade Mills
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Jennifer Willoughby
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

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

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

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

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

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

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

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

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

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

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

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

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

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

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

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

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

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

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

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

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

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$81,408
Expiry Date	March 31, 2023
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Brenda Vloet Position: Manager, Municipal Programs and Outreach Unit Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor Email: Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with

the Project; and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE “C” PROJECT

Project Title
Town of Shelburne Service Delivery and Operations Review
Objectives
The objective of the Project is to review the Recipient’s operations to realize efficient and effective service delivery.
Description
<p>The Recipient will retain an independent third-party reviewer to review key operations activities associated with the Recipient’s public works, roads, utilities, and parks, trails and recreation, including Key Performance Indicators, staffing levels, and staffing practices. The reviewer will:</p> <ul style="list-style-type: none"> • Assess compliance with the Recipient’s organizational objectives, policies and procedures; • Evaluate specific operations and the reliability and value of the Recipient’s management data and reports; • Assess the effectiveness of the Recipient’s control systems; • Identify the appropriate standards for quantifying achievement of the Recipient’s organizational objectives; • Identify problem areas and their underlying causes and opportunities to increase revenue and reduce costs without sacrificing the quality of the services; and • Review the Recipient’s future operational needs to incorporate indoor recreation as a direct service, it is no longer delivered via a third-party board structure. <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by January 31, 2023.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies. The report will include detailed explanations and calculations of identified potential quantifiable efficiencies and/or cost savings.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$81,408

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of Agreement 	Initial payment of \$56,986 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> • Submission of Interim Progress Report Back to the Province • Publishing of Independent Third-Party Reviewer’s Report on the Recipient’s publicly accessible website • Submission of Final Report Back to the Province, which includes a copy of the Independent Third-Party Reviewer’s Report 	Final payment of up to \$24,422 made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report Back	September 19, 2022
2. Final Report Back and Invoices	January 31, 2023

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by September 19, 2022 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by January 31, 2023 using the reporting template provided by the Province. The Final Report will include:

- A copy of the Independent Third-Party Reviewer’s report,
- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.