

Township of Admaston/Bromley
First Monthly Meeting
Thursday, September 2nd, 2021 @ 7:30 p.m.

AGENDA

1. Call Meeting to Order
2. Moment of Silence
3. Approval of Agenda (Amended to Include Item 11b)
4. Disclosure of Pecuniary Interest
5. Minutes
 - 5a Resolution to adopt Minutes of the Council meeting held [August 19th, 2021](#)
6. Delegations and Guests
 - 6a Hartley Henderson – Property Assessment
7. **Planning and Economic Development Committee** – Chair Bob Hall, Committee Member Kevin LeGris
8. **Community Service Committee** – Chair Kevin LeGris, Committee Member Bob Hall
9. **Operations Committee** – Chair Robert Dick, All of Council.
10. **Waste Management Committee** – Chair Michael Donohue, All of Council
11. **Finance and Administration Committee** - Chair Michael Donohue, All of Council
 - 11a [Structural Review](#)
 - i) [Municipal Modernization Intake 2 - Agreement](#)
 - 11b [CAO/Clerk Position and Job Description](#)
 - i) [Job Description](#)
 - ii) [2021 Pay Grid](#)
12. **Protective Services Committee** – Chair Mike Quilty, Committee Member Robert Dick
 - 12a [Farm Credit Canada – Fire Grant Application](#)

13. **County of Renfrew** – Mayor Michael Donohue

13a [County of Renfrew Report](#) - Mayor

14. **By-Laws**

14a [2021-35: Municipal Modernization Agreement](#)

15. **Motions and Notice of Motion**

16. **Old Business**

a) 16a [Action Tracking List](#)

17. **New Business**

18. **In-Camera**

19. **Confirmatory By-Law**

a) 19a By-Law No 2021-38 to confirm proceedings of the Council of the Township of Admaston/Bromley at the meeting held September 2, 2021

20. **Question Period**

21. **Adjournment**

PLEASE NOTE “Submissions received by the public, either orally or in writing may become part of the public record/package”.

Council Information

[Letter from Deputy Minister Kate Manson-Smith \(Ministry of Municipal Affairs and Housing\)- 24 Aug 2021](#)

[Nomination Info for Annual Community Awards Celebration \(1\)](#)

[Ontario Health Announces Appointment of Chief Regional Officer](#)

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

FIRST MONTHLY MEETING

Council met for their first monthly meeting on Thursday, August 19th, 2021 at 7:30 pm. Present were Mayor Michael Donohue, Deputy Mayor Mike Quilty, Councillors Robert Dick, Bob Hall and Kevin Legris.

Staff members present were Clerk/Treasurer Allison Vereyken, Deputy Clerk-Treasurer Mitchell Ferguson, Acting Public Works Superintendent Steve Visinski and Lead Hand Michael McHale.

Agenda Items 1 and 2 – Call Meeting to Order and Moment of Silence:

Mayor Donohue called the meeting to order at 7:30 pm followed with a moment of silence.

Agenda Item 3 – Approval of Agenda:

Resolution No. 01/08/21

Moved by: Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that Council approve the Council agenda as amended this date to remove Item 9e and the corresponding By-Law 2021-35 (item 14a), provide an amended report for Item 9f and to add Item 18b A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Municipality.

“Carried”

Agenda Item 4 – Disclosure of Pecuniary Interest

Deputy Mayor Quilty on Item 9d.

Agenda Item 5 – Minutes:

The July 22nd, 2021 Council minutes were provided to Council for approval and the following resolution was passed:

Resolution No. 02/08/21

Moved by: Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that Council accept the minutes of the Council meeting held on July 22nd, 2021 as presented this date.

“Carried”

Agenda Item 6 – Delegations and Guests

None.

Agenda Item 7- Planning and Economic Development Committee - Chair
Bob Hall, Committee Member Kevin LeGris

7a) Building and Sewage Report

Councillor Hall presented the report to Council. Upon no further discussion the following resolution was passed:

Resolution No. 03/08/21

Moved by: Bob Hall, seconded by Kevin Legris

BE IT RESOLVED that Admaston/Bromley Council accept the Building and Sewage report presented this date as information.

“Carried”

7b) Consent Application B57/21 – Cobus

Councillor Hall presented the report. Upon no discussion the following resolution was passed:

Resolution No. 04/08/21

Moved by: Bob Hall, seconded by Kevin Legris

BE IT RESOLVED that Admaston/Bromley Council accept in principle Consent Application B57/21 submitted by Kyle Cobus so long as requirements of commenting agencies are satisfied.

“Carried”

7c) Consent Application B95/20 – Enright Dairy Farms Inc.

Councillor Hall presented the report. Councillor Dick noted that section 4 transportation refers to the English Road and it should refer to the Spence Road. Upon no further discussion the following resolution was passed:

Resolution No. 05/08/21

Moved by: Bob Hall, seconded by Kevin Legris

BE IT RESOLVED that Admaston/Bromley Council accept in principle Consent Application B95/20 submitted by Enright Dairy Farms Inc. so long as requirements of commenting agencies are satisfied.

“Carried”

Agenda Item 8 - Community Service Committee Chair Kevin LeGris,
Committee Member Bob Hall

None.

Agenda Item 9 - Operations Committee Chair Robert Dick, All of Council

9a) Roads Monthly Report – July 2021

The Acting Public Works Superintendent presented the report to Council and after some discussion the following resolution was passed:

Resolution No. 06/08/21

Moved by: Robert Dick, seconded by Mike Quilty

BE IT RESOLVED THAT Council accepts the Roads Monthly report for July 2021 as information.

“Carried”

9b & c) Operating and Capital Budgetary Control Report to July 31, 2021

The Acting Public Works Superintendent presented the report to Council highlighting areas throughout the report. Following some discussion the following resolution was passed:

Resolution No. 07/08/21

Moved by: Robert Dick, seconded by Mike Quilty

BE IT RESOLVED THAT Council accepts the Roads Operating and Capital Budgetary Control Report to July 31, 2021 as information.

“Carried”

Deputy Mayor Quilty vacated the room at 8:08 pm

9d) Rogers Tower – Letter of Concurrence

The Clerk/Treasurer provide information to Council and upon no discussion the following resolution was passed:

Resolution No. 08/08/21

Moved by: Robert Dick, seconded by Bob Hall

BE IT RESOLVED THAT Council direct the Mayor to sign a formal letter of concurrence to Rogers with a copy to ISED in order to permit Rogers to move forward with the installation of the proposed wireless communication site as presented this date.

“Carried”

Deputy Mayor Quilty returned to the Council Chambers at 8:09 p.m.

9e) RFQ Culvert Replacements Council Approval

The Clerk/Treasurer presented the report to Council with an amended report provided at the meeting. After some discussion the following resolution was passed:

Resolution No. 09/08/21

Moved by: Robert Dick, seconded by Mike Quilty

WHEREAS By-Law 2020-54 – Procurement Policy regulates the spending limits based on the approved budgeted figure;
AND WHEREAS the Clerk/Treasurer has the authority to approve purchases of up to \$40,000;
NOW THEREFORE BE IT RESOLVED that Council approve Option 2 as recommended by the Operations Committee.

“Carried”

9f) McGaghran Road – Upgrade Surface

Councillor Dick presented the report to Council. Upon no further discussion the following resolution was passed:

Resolution No. 10/08/21

Moved by: Robert Dick, seconded by Mike Quilty

WHEREAS the Staff deem it beneficial to discuss the surface to be placed on the McGaghran Road based on the heavy traffic and Class ‘A’ pit on the roadway;

AND WHEREAS the 2021 budgeted projects are projected to be under budget by a substantial amount of money;

NOW THEREFORE BE IT RESOLVED that Council approve the upgrade of the surface on McGaghran Road from Micksburg Road to Pine Valley Road to 50mm

HL4 hot mix asphalt with written notice from the Contractor that the pricing is that of the Tendered pricing received in April 2021.

“Carried”

9g) County Road 5 – County Information Only

The Clerk/Treasurer provided Council with an update on County Road 5 closures and road work.

Agenda Item 10 - Waste Management Committee - Chair Michael Donohue, All of Council

None

Agenda Item 11 - Finance and Administration Committee - Chair Michael Donohue, All of Council

11a) Voucher to August 10th, 2021

The Deputy Clerk-Treasurer presented the report to Council and upon no further discussion the following resolution was passed:

Resolution No. 11/08/21

Moved by: Kevin Legris, seconded by Bob Hall

BE IT RESOLVED THAT Council approve the payment voucher listing to August 10th, 2021 in the amount of \$676,481.04.

“Carried”

11b) Budgetary Control Report to July 31, 2021

The Deputy Clerk-Treasurer presented the report to Council and after some discussion the following resolution was passed:

Resolution No. 12/08/21

Moved by: Mike Quilty, seconded by Robert Dick

BE IT RESOLVED THAT Council approve the Budgetary Control Report to July 31, 2021 as information.

“Carried”

11c) Township Server Replacement

The Clerk/Treasurer provided information to Council on the server replacement process that will begin the week of August 23, 2021.

11d) Auditor Appointment

The Clerk/Treasurer presented the report to Council and upon no further discussion the following resolution was passed:

Resolution No. 13/08/21

Moved by: Bob Hall, seconded by Kevin Legris

WHEREAS Section 296 of the Municipal Act, S.O. 2001 provides that a municipality shall appoint an auditor licensed under the Public Accountancy Act for a term not to exceed five years;

AND WHEREAS under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS under Section 9 (1)(a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of the Corporation of the Township of Admaston/Bromley deems it expedient to appoint an auditor for the Township of Admaston/Bromley;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Admaston/Bromley hereby enacts the following as a By-Law:

1) That the firm of Welch LLP be appointed as the auditor for the Corporation of the Township of Admaston/Bromley.

2) The term of the appointment shall be for a period of three (3) years, which is the year end audit for the 2021 year at a quoted price of \$21,500, yearend audit for the 2022 year at \$24,000 and the yearend audit for the 2023 year at a quoted price of \$24,500, with the option to extend another two (2) years for the yearend audit for the 2024 year at \$25,000 and the yearend audit for the 2025 year at \$25,500.

“Carried”

Agenda Item 12 - Protective Services - Chair Mike Quilty, Committee Member Robert Dick

12a) Fire Communications

The Clerk/Treasurer presented the report to Council and after some discussion the following resolution was passed:

Resolution No. 14/08/21

Moved by: Mike Quilty, seconded by Robert Dick

BE IT RESOLVED THAT Council accept the information provided as information at this time.

“Carried”

12b) Protective Services Committee Resolution to Council

The Clerk/Treasurer requested clarification on the department head that would be responsible for the RFP documents. After some discussion the following resolution was passed:

Resolution No. 15/08/21

Moved by: Mike Quilty, seconded by Robert Dick

BE IT RESOLVED That Council direct the Fire Chief to prepare and issue an RFP for the preparation and preliminary design of the drawings provided to Protective Services Committee on July 22, 2021.

“Carried”

12c) Ministry of Infrastructure Approval of Funds for Doulgas Fire Hall and 12d) ICIP COVID Stream Updated Information

The Clerk/Treasurer presented an update on the information provided for the funding to be received through the ICIP Covid stream for the Douglas Fire Hall.

Agenda Item 13 - County of Renfrew - Mayor Michael Donohue

None

Agenda Item 14 - By-Laws

14(a) By-Law 2021-36

Resolution No. 16/08/21

Moved by: Kevin Legris, seconded by Bob Hall

BE IT RESOLVED That the By-Law listed below dated August 19th, 2021 be enacted and passed:

- By-Law 2021-36 being a by-law to appoint an auditor

“Carried”

Agenda Item 15 – Motions and Notice of Motion

None.

Agenda Item 16 - Old Business

The Deputy Clerk-Treasurer presented to Council the action tracking list. Following some discussion the following resolution was passed:

Resolution No. 17/08/21

Moved by: Kevin Legris, seconded by Bob Hall

BE IT RESOLVED THAT Council accepts the Action Tracking List as presented this date as information.

“Carried”

Agenda Item 17 - New Business

None.

Agenda Item 18 - In-Camera Session

18a) Clerk/Treasurer

18b) A Position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Municipality

The following resolution was passed:

Resolution No. 18/08/21

Moved by: Bob Hall, seconded by Kevin Legris

BE IT RESOLVED THAT Council move into an in-camera session at 9:01 pm under the Municipal Act section 239 (2)(b) personal matters about an identifiable individual, including municipal or local board employees and 239 (2)(k) A Position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Municipality

“Carried”

The Lead Hands and the Clerk/Treasurer vacated the meeting at 9:01 pm.

Council rose and reported at 10:50 pm with the following resolution being passed:

Resolution No. 19/08/21

Moved by: Kevin Legris, seconded by Bob Hall

BE IT RESOLVED THAT Council direct the Mayor and Clerk/Treasurer to execute an agreement to enter into a Services Contract, as attached, with the County of Renfrew for the provision of Public Works & Engineering: Consulting Services, specifically in the role of Acting Public Works Supervisor, Human Resources and Recruitment and Selection and Occupational Health to provide assistance regarding medical leaves, return to work and accommodations.

“Carried”

Agenda Item 19 - Confirmatory By-Law

Resolution No 20/08/21

Moved by: Bob Hall, seconded by Kevin Legris

That By-Law 2021-37, being a By-Law to Confirm the Proceedings of the Council of the Township of Admaston/Bromley at the meeting held August 19th, 2021 be now numbered, deemed read three times and passed.

“Carried”

Agenda Item 20 – Question Period

None.

Agenda Item 21 – Adjournment

Resolution No. 21/08/21

Moved by: Kevin Legris, seconded by Bob Hall

BE IT RESOLVED THAT the Thursday, August 19th, 2021 Township of Admaston/Bromley Council meeting be adjourned at 10:58 p.m.

“Carried”

Mayor

Clerk-Treasurer

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

E-Mail Address – info@admastonbromley.com

**613-432-2885 Stone Road Office
613-432-4052 Fax**

**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: September 2, 2021
To: Council
From: Allison Vereyken
Re: RFP Internal Service Delivery and Structural Review

Background:

As Council will recall the Township received notice that they will receive up to \$60,000 through the Modernization Intake 2 funding stream for an internal service delivery review inclusive of structural review of the organization.

At the July 22, 2021 Finance and Administration Committee staff brought forward a request as the review had not been included in the 2021 budget and therefore, staff requested approval to prepare and release an RFP for the review at which time the results would be presented to Council for approval. The review must be completed with a submission to Council prior to November 30, 2021 as noted in the documentation provided to the Township.

Discussion:

Staff prepared and released an RFP with no submissions received on the closing date of August 20th, 2021 at 2:00pm. The feedback they received from consulting firms was that with the large amount of RFP's and funding made available through the modernization intake, the due date of November 30, 2021 is unrealistic. The noted that they have provided the same answer to other Municipalities and that we should request the Province extend the deadline to complete.

Staff is recommending releasing the RFP again with an extended due date of January 31, 2021. As the transfer agreement received by staff the week of August 23, 2021 included an extended date of January 31, 2021 for the report to be completed and on the website.

Financial Implications:

None at this time.

People Consulted:

None.

Recommendation for Council:

BE IT RESOLVED THAT Council approve staff to release the RFP with an extended deadline of January 31, 2021;

AND BE IT FURTHER RESOLVED THAT Council approve By-Law 2021-38 being a by-law to enter into an agreement with Her Majesty the Queen in right of the Province of Ontario represented by the Minister of Municipal Affairs and Housing.

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 -

Corporation of the Township of Admaston/Bromley

(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:
Title:

Corporation of the Township of Admaston/Bromley

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

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; and
- (d) not use the Funds to crossover 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 Remediating.** 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 \$60,000
Expiry Date	March 31, 2022
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	<p>Name: Brenda Vloet</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: Brenda.Vloet@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
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	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

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
Township of Admaston/Bromley Service Delivery Review
Objectives
The objective of the Project is to review the Recipient’s administrative process and organizational structure to reduce costs and provide efficiencies.
Description
<p>The Recipient will retain an independent third-party reviewer to review the Recipient’s administrative process and organizational structure, as well as provide recommendations for streamlining the Recipient’s existing structures and incorporating other cost-saving programs within the Recipient’s organization.</p> <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, 2022.</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.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$60,000

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of Agreement 	Initial payment of \$21,000 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 • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report • Submission of Final Report Back to the Province 	Final payment of up to \$39,000 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	October 31, 2021
2. Final Report Back and Invoices	January 31, 2022

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by October 31, 2021 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, and
- An update on the estimated cost of the Project.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by January 31, 2022 using the reporting template provided by the Province. The Final Report will include:

- 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.

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

E-Mail Address – info@admastonbromley.com

**613-432-2885 Stone Road Office
613-432-4052 Fax**

**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: September 2, 2021
To: Council
From: Allison Vereyken
Re: CAO/Clerk Position and Job Description

Background

As Council will recall at the August 19th, 2021 Council meeting Council accepted the resignation of the current Clerk/Treasurer. At the time of resignation the Clerk/Treasurer provided a recommendation to Council to move from a Clerk/Treasurer position to a CAO/Clerk position.

Discussion

The Township has been provided notice that they are to receive up to \$60,000 from the Municipal Modernization Intake 2 funding for a structural review of the Township. This review is to be completed and the final report posted by January 31, 2021.

Attached to this report is a Draft CAO/Clerk job description that would be recommended for posting. The job description was developed with the assistance from the County of Renfrew Human Resources department. The recommendation is to post the job description as under review because all job descriptions will be reviewed during the structural review that will be completed. The wage that is being recommended would also be under review as the structural review also includes review of wages and pay equity review. The recommended wage for the job posting would be \$83,391 - \$105,637.22 (2021 under review). The wages are derived from the current wage grid adding a new Group 7 that would contain only the CAO/Clerk position. A new wage grid is attached for Council approval to include the CAO/Clerk position as under review.

The change in position from a Clerk/Treasurer to a CAO/Clerk position will also require a change of job descriptions for the Deputy Clerk/Treasurer to a Treasurer/Deputy Clerk position. This will be completed with the review.

Financial Implication

None at this time.

Recommendation

WHEREAS Council accepted the resignation of the Clerk/Treasurer;

AND WHEREAS Council deemed it expedient to bring forth a job description for a CAO/Clerk position;

NOW THEREFORE BE IT RESOLVED THAT Council approve the CAO/Clerk job description presented this date as under review until the completion of the structural review;

AND BE IT FURTHER RESOLVED THAT Council approve the 2021 Pay Grid inclusive of a CAO/Clerk position with a wage that is under review with a By-Law to be prepared for the Council meeting of September 16th, 2021;

AND BE IT FURTHER RESOLVED THAT Council direct the current Clerk/Treasurer along with the County of Renfrew to post the position;

AND BE IT FURTHER RESOLVED THAT Council appoint the following Council members to be on the hiring Committee:

TOWNSHIP OF ADMASTON/BROMLEY

PERFORMANCE MANAGEMENT

<p>TOWNSHIP OF ADMASTON/BROMLEY Job Description</p>	<p><i>Job Title: Chief Administration Officer/Clerk</i></p>	<p><i>Page #</i> _____</p>								
<p><i>Location:</i></p> <p><i>Department: <u>Administration</u></i></p>	<p><i>Reports To:</i></p> <p align="center"><u>Council</u></p>	<p><i>Revision date:</i> <u>UNDER REVIEW</u></p> <p><i>Salary grid:</i> <u>UNDER REVIEW</u></p>								
<p><i>Approval:</i></p> <table border="0"> <tr> <td>{ }</td> <td>Department Head</td> </tr> <tr> <td>{ }</td> <td>Supervisor</td> </tr> <tr> <td>{ }</td> <td>Employee{s}</td> </tr> <tr> <td>{ }</td> <td>Council</td> </tr> </table>			{ }	Department Head	{ }	Supervisor	{ }	Employee{s}	{ }	Council
{ }	Department Head									
{ }	Supervisor									
{ }	Employee{s}									
{ }	Council									

Position Summary:

Under the direction of Council, the CAO/Clerk provides administrative and leadership expertise on all municipal affairs and ensures compliance of all Council decisions. Directs the overall planning, coordination and control of all operations in accordance with objectives, policies and plans as approved by Council. Acts as Manager of all municipal departments within the Township.

Qualifications:

- Requires Post-Secondary Education in Public Administration, Political Science, Law, Business, Planning or an equivalent combination of education and experience.
- AMCTO or CMO designation would be considered an asset.
- Minimum five (5) years progressive Managerial experience and previous experience in a municipal environment.
- Thorough knowledge of municipal administration, including finance, human resources and planning.
- General knowledge of local government operations including public works, (any other applicable departments). Knowledge of Provincial and Municipal Legislation.
- Extensive computer experience required.
- Proven leadership ability combined with excellent interpersonal written and oral communication skills.
- Analytical skills to initiate and execute programs, to identify and resolve problems and to formulate policies and procedures.
- Excellent negotiating skills to resolve organizational and interdepartmental conflicts and to participate in the problem solving process.
- Must provide a clean criminal record check.
- Valid Driver's License.

Position Responsibilities:

1. Performs the responsibilities of the position within the legislative and regulatory standards set out in the applicable Provincial and Municipal Acts. Performs the responsibilities of the position consistent with the Operational policies of the Township of Admaston/Bromley.
2. Maintains general financial control over all departments of the Township.
3. Directs, co-ordinates and oversees all departments as directed by Council.
4. Responsible for all Human Resources activity for the Township.
5. Co-ordinates and prepares research and preparation of all bylaws, resolutions, and submissions to council.
6. Acts as Clerk for the Council of the Township of Admaston/Bromley including attending all Council and Committee meetings when required and recording minutes of proceedings.
7. Ensures that a proper filing and records management system including the safekeeping of original By-Laws, minute books and other important papers is in place.
8. Acts as primary resource person to the Mayor, Council and Committees on administrative matters.
9. Fulfills the legislated Clerk's functions described in the Planning Act and oversees the administration of the Committee of Adjustment. Undertakes various activities to carry out the planning function including responding to inquiries from the public, developers and other government agencies.
10. Conducts all requirements under the Drainage Act including grant applications for Municipal Drain maintenance and Tile Drainage Debenture applications.
11. Acts as Freedom of Information Coordinator for the Township
12. Protects own health and health of others by adopting safe work practices, reporting unsafe conditions immediately, and attending all relevant in-services regarding occupational health and safety. Follows all guidelines for employees and employers as legislated under the Ontario Occupational Health and Safety Act.

The foregoing description reflects the general duties necessary to describe the principal functions of the job identified and shall not be construed to be all of the work requirements that may be inherent in this classification.

TOWNSHIP OF ADMASTON/BROMLEY

PERFORMANCE MANAGEMENT

LIMIT OF AUTHORITY

The employer has the following standards of performance regarding the limits of authority for the position of CAO/Clerk.

1. Employee will not deviate from Township policies and procedures.

2. Employee will take disciplinary measures according to council direction and policy.

3. Approves and decides on all Township purchases according to policy and bylaws.

4. Employee will not terminate an employee without Council approval

5. Employee will not release confidential information consistent with the Freedom of Information Act.

TOWNSHIP OF ADMASTON/BROMLEY

PERFORMANCE MANAGEMENT

EMPLOYEE _____ POSITION: CAO/CLERK

DEPARTMENT Administration

DATE: _____ PERIOD COVERED: _____

JOB DESCRIPTION FACTOR	STANDARD OF PERFORMANCE
<p>1. Performs the responsibilities of the position within the legislative and regulatory standards set out in the applicable Provincial and Municipal Acts. Performs the responsibilities of the position consistent with the Operational policies of the Township of Admaston/Bromley.</p>	<p>1- Required to interpret and remain current on the content and changes of the Municipal Act and all other Acts relevant to Municipal Operations. 2- Responsible to distribute and communicate Township policies and procedures to municipal employees & public. 3- Knowledge of Procedural Bylaw and Council Agendas 4- Responsible to ensure the relevant legislative and municipal law amendments are communicated to Council and the public.</p>
<p>2. Maintain general financial control over all departments of the Township.</p>	<p>1- The CAO/Clerk shall ensure that the system of accounting being used accurate and enables council and staff to obtain desired information. 2- The CAO/Clerk conducts effective monitoring of revenues and expenditures of the Corporation in accordance with approved budgets. 3- The CAO/Clerk shall direct the preparation and compilation of annual budgets in accordance with the requirements of legislation and the instructions of Council. 4- The CAO/Clerk shall direct the presentation to Committees and Council of the annual budgets. 5- The CAO/Clerk shall have prepared and submitted to Council at the end of the fiscal year a complete report on the finances of the Corporation for the preceding year. 6- The CAO/Clerk shall put into place sound procedures for purchasing, for tendering and for entering into contracts.</p>

	<p>7- The CAO/Clerk shall exercise general financial control over all departments of the Township.</p>
<p>3. Directs, co-ordinates and oversees all department as directed by Council. Acts as Human Resources Co-ordinator for the Township.</p>	<p>1- Supervise and direct all staff. 2- Ensure all council policies and decisions are followed and implemented. 3- Maintains personnel file for Municipal Staff. 4- Maintain a harmonious attitude and communication with the Staff and Council. 5- Ensure all deadlines are met. 6- Ensure proper conduct of employees is carried out. 7- Be sure the office is adequately staffed at all times. 8- The CAO/Clerk shall have the right to participate in meetings pertaining to negotiations on collective agreements or meetings on any dispute or discussion arising therefrom. 9- Recommends to Council, with the input of the department heads when appropriate, the appointment, employment, or dismissal of all employees, recognizing the policy and procedures for the Township. 10- Recommends to Council on matters concerning wages, salaries, working conditions and terms of employment as necessary where required by the Township's policies. 11- Ensures performance reviews for each employee the CAO/Clerk directly supervises are completed in accordance with the policy and procedures for the Township. 12- Ensures that supervisory staff complete performance reviews for their employees in accordance with the policy and procedures for the Township.</p>
<p>4. Co-ordinates and prepares research and preparation of all bylaws, resolutions and submissions to council.</p>	<p>1- Prepare all by-laws, resolutions and submissions to Council. 2- Research grants and subsidies 3- Gather and implement all necessary legislation into by-laws and resolutions. 4- Ensure recording and maintenance of all by-laws and resolutions. 5- Working knowledge of all by-laws and</p>

	resolutions.
<p>5. Acts as Clerk to Council of the Township of Admaston/Bromley including attending all Council and Committee meetings when required and recording minutes of proceedings.</p>	<p>1-Responsible to establish Council’s agenda and record minutes. 2-Liaise with government, professionals, suppliers, public and contract labourers. 3-Reports to Council on monthly activities. 4-Administer all statutory responsibilities. 5- The CAO/Clerk shall give particular attention to the following: a) The processing of correspondence and other communications of concern to Council and its Committees prior to their presentations to Council or its committees; b) The content and format of agendas, reports and minutes; c) The codifying of any Council, Committee, local boards or administration procedures and policy, ensuring convenient access to such policies and procedures; d) The indexing and retention of all records, documents, correspondence, books of account and legislation and their legal disposition when no longer used. 6- The CAO/Clerk may be assigned such other duties, responsibilities, privileges and authorities as council may legally assign, provided that the CAO/Clerk shall have the right to request council’s reconsideration of any such additional assignment and to propose alternative courses of action. 7-Acts as media liaison for items approved by the Mayor/Council. 8-Attend Council meetings. 9-Provide background information and all related correspondence to Council. 10-Amend and enforce municipal by-laws as required. 11-Communicate regularly with Council regarding municipal matters. 12-Act as Local Registrar for the Registrar General of Ontario. 13-Act as Returning Officer for the Municipal Elections every four years. 14- Establishes and maintains contracts when required.</p>
<p>6. Protects own health and health of others by</p>	<p>1- Ensure compliance with Occupational</p>

adopting safe work practices, reporting unsafe conditions immediately, and attending all relevant in-services regarding occupational health and safety. Follows all guidelines for employees and employers as legislated under the Ontario Occupational Health and Safety Act.

Health and Safety Act
2- Responds to health and safety Workplace Inspection Deficiencies.

The above standards of performance are agreed to and have been jointly set by the undersigned, dated this _____, day of _____, 2021

Employee _____ Supervisor _____

DRAFT

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

E-Mail Address – info@admastonbromley.com

**613-432-2885 Stone Road Office
613-432-4052 Fax**

**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: September 2, 2021
To: Council
From: Allison Vereyken
Re: CAO/Clerk Position and Job Description

Background

As Council will recall at the August 19th, 2021 Council meeting Council accepted the resignation of the current Clerk/Treasurer. At the time of resignation the Clerk/Treasurer provided a recommendation to Council to move from a Clerk/Treasurer position to a CAO/Clerk position.

Discussion

The Township has been provided notice that they are to receive up to \$60,000 from the Municipal Modernization Intake 2 funding for a structural review of the Township. This review is to be completed and the final report posted by January 31, 2021.

Attached to this report is a Draft CAO/Clerk job description that would be recommended for posting. The job description was developed with the assistance from the County of Renfrew Human Resources department. The recommendation is to post the job description as under review because all job descriptions will be reviewed during the structural review that will be completed. The wage that is being recommended would also be under review at the structural review also includes review of wages and pay equity review. The recommended wage for the job posting would be \$83,391 - \$105,637.22 (2021 under review). The wages are derived from the current wage grid adding a new Group 7 that would contain only the CAO/Clerk position. A new wage grid is attached for Council approval to include the CAO/Clerk position as under review.

The change in position from a Clerk/Treasurer to a CAO/Clerk position will also require a change of job descriptions for the Deputy Clerk/Treasurer to a Treasurer/Deputy Clerk position. This will be completed with the review.

Financial Implication

None at this time.

Recommendation

WHEREAS Council accepted the resignation of the Clerk/Treasurer;

AND WHEREAS Council deemed it expedient to bring forth a job description for a CAO/Clerk position;

NOW THEREFORE BE IT RESOLVED THAT Council approve the CAO/Clerk job description presented this date as under review until the completion of the structural review;

AND BE IT FURTHER RESOLVED THAT Council approve the 2021 Pay Grid inclusive of a CAO/Clerk position with a wage that is under review with a By-Law to be prepared for the Council meeting of September 16th, 2021;

AND BE IT FURTHER RESOLVED THAT Council direct the current Clerk/Treasurer along with the County of Renfrew to post the position;

AND BE IT FURTHER RESOLVED THAT Council appoint the following Council members to be on the hiring Committee:

avereyken

From: Farm Credit Canada AS <AgriSpirit-AgriEsprit@fcc-fac.ca>
Sent: August 25, 2021 10:02 AM
To: avereyken
Subject: FCC AgriSpirit Fund Response - Township of Admaston/Bromley
Attachments: proposal.pdf

Dear Allison,

Thank you for applying to the FCC AgriSpirit Fund.

We're pleased to have received so many quality applications this year. Unfortunately, we're unable to provide funding for your project at this time.

FCC carefully evaluates each eligible funding request with a three-phase approach:

1. All projects are assigned a score according to predetermined assessment criteria.
2. Projects are divided geographically and regional evaluators independently score the projects again according to fund objectives.
3. The \$1.5 million is divided according to rural population (2016 census) and selection committees make decisions based on Phase 1 and 2 combined scores, regional distribution and variety of projects.

We encourage you to apply for funding again next year. To find out more about the next application period, visit [FCCAgriSpiritFund.ca](https://www.fcc-fac.ca/FCCAgriSpiritFund.ca). The list of projects funded in 2021 will be posted this fall.

We applaud your commitment to your community and wish you great success with your project.

Sincerely,

The Community Investment Team
Farm Credit Canada



Township of Admaston/Bromley
477 Stone Road, R.R. #2
Renfrew, ON
K7V 3Z5
E-Mail Address – info@admastonbromley.com

613-432-2885 Stone Road Office
613-432-4052 Fax

613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage

REPORT

Date: September 02, 2021
To: Council
From: Michael Donohue
Re: County of Renfrew Report – August 2021

This report is to provide Council with information relevant to the Township from the County Council meeting held August 25, 2021.

13(a) National Day of Truth and Reconciliation (National Orange Shirt Day)

RESOLUTION NO. FA-CC-21-08-87
Moved by Chair Seconded by Committee

THAT the County of Renfrew does hereby commit to the recognition of September 30, 2021 as the National Day of Truth and Reconciliation (National Orange Shirt Day); AND FURTHER THAT the County of Renfrew commits to the sharing of stories of residential school survivors, their families, and communities at a future meeting of Council; AND FURTHER THAT Council fly the “Every Child Matters” Flag as per section 5 of Policy GA-12 Flag Protocol Policy, for the month of September.

Background:

In a brief prepared by AMO staff, and presented to the AMO Board of Directors on August 14, 2021, a series of recommendations have been developed which will focus on September 30, 2021 as the National Day of Truth and Reconciliation (National Orange Shirt Day). The proposals prepared by AMO staff to the board were in recognition of recent discoveries of remains and unmarked graves across Western Canada which has led to increased calls for all levels of government to immediately address the recommendations in the Truth and Reconciliation Commission’s Calls to Action.

The County of Renfrew recognizes this is a time of tremendous grief and distress for Indigenous Peoples and, as such, we are joining the calls to recognize September 30, 2021 as a day of mourning and a time to reflect upon Canada’s ongoing history of Indigenous relations. Out of respect for, and in solidarity with those grieving, staff are further recommending that the “Every Child Matters” flag be flown for the month of September as per section 5 of Policy GA-12 Flag Protocol Policy (Flags representing Community Groups or organizations, events, and causes shall only be flown upon declaration from Council).

13(b) New Licensed Child Care in Douglas

RESOLUTION NO. CS-CC-21-08-38

Moved by Chair Seconded by Committee

THAT County Council pass a By-law to amend By-law No. 50-17, authorizing the County of Renfrew to enter into an agreement with Licensed Home Child Care service providers, to enter into an agreement with Amanda Nash (located in Douglas).

Background:

Since 2018 the County of Renfrew has been licensed by the Ministry of Education to operate a Licensed Home Child Care Agency. At this time, there are three homes operating at full capacity with fifteen full time children. One home resides in Arnprior and the other two homes are located in Pembroke. The new home, located in Douglas, will support a licensed child care need for space in this area.

13(c) Taste of the Valley

The Virtual Taste of the Valley is now live and active and will foster increased awareness and sales of locally grown and produced foods. The map and directory of over 130 producers will help residents and tourists find fresh, healthy and unique truly local foods and products for daily use, gifts and for special occasions. Building on the success of our annual Taste of the Valley local food and artisanal products series of markets, the Virtual Taste of the Valley will enable year 'round, more frequent and regular direct sales, increasing our ability to exercise more local food sovereignty. This will join the Ottawa Valley Wood site to support our many local producers of an even broader range of Renfrew County products.

13(d) Summer Company Student Entrepreneur Businesses 2021

Enterprise Renfrew County was able to assist three students in their entrepreneur businesses this summer:

- (a) **Hannah Summers: Summers Signature Designs**, Township of Killaloe, Hagarty and Richards. Hannah creates custom t-shirts, hoodies and other items suitable for tourists and locals alike with the intention to create and show off the small hamlets, villages and lake within the County of Renfrew along with small businesses and campgrounds.
- (b) **Winter Biffert: Winter's Sewn Grown**, Township of Madawaska Valley. A custom hand sewing business which creates a wide variety of items such as placemats, scrunchies, bags, aprons, baby bibs and burp cloths.
- (c) **Paige Neuman: Brightside New Media**, Township of Laurentian Valley. Paige provides media assistance to small business owners that require help to keep their online platforms updated and current.
- (d) **Wren Rauliuk Dunn: KayakHER**, Town of Deep River. Wren, in collaboration with Paddlers Co-Op in Palmer Rapids, delivers through sport a variety of skills development and leadership programs targeted at young girls aged 8 to 13 years old.

13(e) Planning Division - Junior Planner

We are pleased to announce that Alex Benzie will be joining the County of Renfrew's Planning Division as a Junior Planner effective early 2022. Alex has been with the County from the beginning of May as a Planning Intern. She will be heading back to school in the Fall to complete her Master's degree in planning and will join us after the semester finishes.

13(f) Wildland Fire Hazard Guideline

Wildland fire is identified as a natural hazard under the Provincial Policy Statement and the County of Renfrew Official Plan. Included in Council Information is a Renfrew County Wildland Fire Hazard Guideline and Form, which has been created by the Planning Division and will be available on the County website. This document will be provided to all development applicants when they submit a General Inquiry or application to the County that is in an area identified as a potential wildland fire hazard.

13(g) Tax Rate, PIL and Levy Summaries

The first chart below is a summary identifying the 2021 general use tax rates for municipalities within Renfrew County. The source of this data is the Online Property Tax Analysis (OPTA) system.

The second chart is a report created by multiplying the 2021 general use tax rates (above) by the 2021 assessment totals on the 2021 return roll and by County Council approved tax ratios. The source of this data is the Online Property Tax Analysis (OPTA) system using the general tax rate for upper and lower tiers, excluding any "special area rates" (street lights, etc..

The third chart identifies the real budget impact on ratepayers in each municipality based on the tax rates adopted by each municipal council. The Online Property Tax Analysis (OPTA) system multiplies the adopted general tax rates by the Current Value Assessment (CVA) totals in each property class and then calculates the estimated taxation after applying the correct tax ratios. It calculates the levy change from 2020 to 2021 and then subtracts Weighted Current Value Assessment (CVA) Growth percentage to arrive at the "net budget impact" percentage for each municipality.

The fourth chart sorts the "net budget impact" column from highest to lowest in terms of percentage.

2021 Tax Rates Summary

Using Actual rates on July 13, 2021 8:28AM EST.

Residential	New Multi-residential		Multi-residential	Commercial				Industrial			Large Industrial		Landfills	Pipelines	Farm	Managed Forests		
	Occupied	FAD Phase I		Occupied	Occupied	Excess Land	Vacant Land	On-Farm Bus.	FAD Phase I	Occupied	Excess Land	Vacant Land					Occupied	Excess Land
Tax Ratios	1.000000		1.000000	1.943600	1.814700					2.838138		3.540779		1.189066	1.332800	0.250000	0.250000	
Education- Retained New Con.					0.00980000	0.00980000	0.00980000		0.00053550	0.00980000	0.00980000	0.00980000	0.00980000					
Education- Retained					0.01250000	0.01250000	0.01250000		0.00053550	0.01250000	0.01250000	0.01250000	0.01250000	0.00980000	0.00980000			
Education- New Construction					0.00880000	0.00880000	0.00880000	0.00220000	0.00053550	0.00880000	0.00880000	0.00880000	0.00880000	0.00880000				
Upper General	0.00375065	0.00131273	0.00375065	0.00728975	0.00680630	0.00680630	0.00680630	0.00680630	0.00131273	0.01051561	0.01051561	0.01051561	0.01311897	0.01311897	0.00445977	0.00499886	0.00093766	0.00093766
Education	0.00153000	0.00053550	0.00153000	0.00153000	0.00880000	0.00880000	0.00880000	0.00220000	0.00053550	0.00880000	0.00880000	0.00880000	0.00880000	0.00880000	0.00880000	0.00038250	0.00038250	
McNab/Braeside Township, 4701	0.00612237	0.00214283	0.00612237	0.01189944	0.01111026	0.01111026	0.01111026	0.01111026	0.00214283	0.01737613	0.01737613	0.01737613	0.02167796	0.02167796	0.00727990	0.00815989	0.00153059	0.00153059
Arnprior Town, 4702	0.00886646	0.00310326	0.00886646	0.01723285	0.01608997	0.01608997	0.01608997	0.01608997	0.00310326	0.02516424	0.02516424	0.02516424	0.03139418	0.03139418	0.01054281	0.01181722	0.00221662	0.00221662
Greater Madawaska Township, 4706	0.00410998	0.00143849	0.00410998	0.00798816	0.00745838	0.00745838	0.00745838	0.00745838	0.00143849	0.01166469	0.01166469	0.01166469	0.01455254	0.01455254	0.00488704	0.00547778	0.00102750	0.00102750
Brudenell, Lyndoch and Raglan Township, 4719	0.00569900	0.00000000	0.00569900	0.01107658	0.01034198	0.01034198	0.01034198	0.00000000	0.00000000	0.01452811	0.01452811	0.01452811	0.01452811	0.01452811	0.00677649	0.00759563	0.00142475	0.00142475
Madawaska Valley Township, 4726	0.00526921	0.00184422	0.00526921	0.01024124	0.00956204	0.00956204	0.00956204	0.00956204	0.00184422	0.01479778	0.01479778	0.01479778	0.01846128	0.01846128	0.00626544	0.00702280	0.00131730	0.00131730
Killaloe, Hagarty & Richards Township, 4731	0.00670790	0.00234776	0.00670790	0.01303748	0.01217283	0.01217283	0.01217283	0.01217283	0.00234776	0.01903795	0.01903795	0.01903795	0.02375120	0.02375120	0.00797614	0.00894029	0.00167698	0.00167698
Bonnechere Valley Township, 4738	0.00666229	0.00233180	0.00666229	0.01294882	0.01209006	0.01209006	0.01209006	0.01209006	0.00233180	0.01850202	0.01850202	0.01850202	0.02308259	0.02308259	0.00792190	0.00887950	0.00166558	0.00166558
Admaston/Bromley Township, 4742	0.00651389	0.00227986	0.00651389	0.01266039	0.01182075	0.01182075	0.01182075	0.01182075	0.00227986	0.01767300	0.01767300	0.01767300	0.02306424	0.02306424	0.00774544	0.00868171	0.00162847	0.00162847
Horton Township, 4746	0.00553706	0.00193797	0.00553706	0.01076183	0.01004810	0.01004810	0.01004810	0.01004810	0.00193797	0.01571494	0.01571494	0.01571494	0.01960551	0.01960551	0.00658393	0.00737979	0.00138426	0.00138426
Renfrew Town, 4748	0.01012438	0.00000000	0.01012438	0.01967774	0.01837271	0.01837271	0.01837271	0.00000000	0.00000000	0.02840560	0.02840560	0.02840560	0.03543801	0.03543801	0.01203855	0.01349378	0.00253109	0.00253109
Whitewater Region Township, 4758	0.00650717	0.00227751	0.00650717	0.01264733	0.01180857	0.01180857	0.01180857	0.01180857	0.00227751	0.01813845	0.01813845	0.01813845	0.02262901	0.02262901	0.00773745	0.00867275	0.00162679	0.00162679
Laurentian Valley Township, 4766	0.00428027	0.00149809	0.00428027	0.00831913	0.00776740	0.00776740	0.00776740	0.00776740	0.00149809	0.01175806	0.01175806	0.01175806	0.01466902	0.01466902	0.00508952	0.00570475	0.00107007	0.00107007
North Algona Wilberforce Township, 4769	0.00686866	0.00240403	0.00686866	0.01334993	0.01246455	0.01246455	0.01246455	0.01246455	0.00240403	0.01905733	0.01905733	0.01905733	0.02377537	0.02377537	0.00816729	0.00915455	0.00171717	0.00171717
Petawawa Town, 4779	0.00413823	0.00144838	0.00413823	0.00804306	0.00750965	0.00750965	0.00750965	0.00750965	0.00144838	0.01147121	0.01147121	0.01147121	0.01431115	0.01431115	0.00492063	0.00551544	0.00103456	0.00103456
Laurentian Hills Town, 4792	0.00742021	0.00259707	0.00742021	0.01442192	0.01346546	0.01346546	0.01346546	0.01346546	0.00259707	0.02105958	0.02105958	0.02105958	0.02627332	0.02627332	0.00882312	0.00988966	0.00185505	0.00185505
Deep River Town, 4796	0.01005028	0.00351760	0.01005028	0.01953373	0.01823824	0.01823824	0.01823824	0.01823824	0.00351760	0.02836477	0.02836477	0.02836477	0.03538707	0.03538707	0.01195044	0.01339501	0.00251258	0.00251258
Head, Clara & Maria Township, 4798	0.00208693	0.00073043	0.00208693	0.00405616	0.00378715	0.00378715	0.00378715	0.00378715	0.00073043	0.00592300	0.00592300	0.00592300	0.00738936	0.00738936	0.00248150	0.00278146	0.00052173	0.00052173

2021 Taxable and PIL Levy from 2021 Return Roll by Levy Type

Using Actual rates on July 13, 2021 9:47AM EST.

	Residential		New Multi-residential	Multi-residential	Commercial			Industrial			Large Industrial		Landfills	Pipelines	Farm	Managed Forests	Total		
	Occupied	FAD Phase I	Occupied	Occupied	Occupied	Excess Land	Vacant Land	On-Farm Bus.	FAD Phase I	Occupied	Excess Land	Vacant Land	Occupied	Excess Land	Occupied	Occupied	Occupied	Occupied	
County of Renfrew	37,749,955	108	30,166	1,184,850	6,538,589	46,226	134,493	952	1,561	337,399	10,252	17,368	378,319	6,117	1,919	1,887,690	576,870	42,808	48,945,642
Education	15,360,127	44	12,306	248,681	9,590,658	59,916	174,740	308	637	287,553	8,626	14,883	283,042	4,103	4,218	3,323,091	235,325	17,463	29,625,721
Admaston/Bromley Township, 4742	1,777,170	0	0	0	48,266	0	0	573	0	13,868	224	0	0	0	34	247,898	252,227	4,591	2,344,852
Arnprior Town, 4702	7,503,504	223	20,552	606,415	1,403,045	6,696	39,763	0	3,690	153,550	2,285	16,188	167,975	1,959	0	29,259	1,957	0	9,957,060
Bonnechere Valley Township, 4738	3,193,097	0	0	46,844	176,878	1,729	2,440	0	0	39,791	1,339	538	0	0	44	0	62,824	10,833	3,536,356
Brudenell, Lyndoch and Raglan Township, 4719	1,278,544	0	0	8,485	71,299	1,395	66	0	0	14,173	774	0	0	0	22	0	26,150	4,593	1,405,500
Deep River Town, 4796	3,791,335	0	0	111,207	1,776,764	8,107	11,563	0	0	16,284	122	0	279,950	0	105	28,397	0	379	6,024,214
Greater Madawaska Township, 4706	3,301,193	0	0	0	108,190	654	1,308	0	0	4,294	0	286	0	0	143	0	5,997	7,352	3,429,417
Head, Clara & Maria Township, 4798	123,386	0	0	0	72,662	0	1,943	0	0	1,093	1,115	0	0	0	0	298,128	0	174	498,501
Horton Township, 4746	2,061,562	0	0	15,691	122,074	327	970	0	0	31,892	1,017	0	0	0	85	225,327	40,483	1,886	2,501,313
Killaloe, Hagarty & Richards Township, 4731	2,396,982	0	0	14,667	113,972	0	2,262	0	0	3,269	0	0	0	0	49	0	15,864	2,682	2,549,746
Laurentian Hills Town, 4792	2,419,789	0	0	7,687	367,200	1,710	10,135	0	0	37,463	2,441	0	0	0	0	644,153	627	4,248	3,495,454
Laurentian Valley Township, 4766	4,378,982	15	0	16,224	838,884	15,990	8,459	709	0	28,556	286	1,203	128,528	3,964	554	288,027	74,293	3,024	5,787,698
Madawaska Valley Township, 4726	3,815,399	0	0	24,651	343,039	840	6,165	0	0	25,035	444	226	0	0	53	0	4,244	4,523	4,224,618
McNab/Braeside Township, 4701	5,484,986	0	0	12,364	134,063	300	244	0	0	42,128	1,029	4,904	0	0	810	260,064	90,117	3,475	6,034,484
North Algona Wilberforce Township, 4769	3,044,186	0	0	0	138,106	404	141	0	0	25,543	112	0	0	0	36	0	56,032	12,743	3,277,302
Petawawa Town, 4779	6,246,403	0	23,691	632,536	2,608,875	12,720	72,228	0	0	27,813	865	458	0	0	0	212,526	1,544	1,855	9,841,514
Renfrew Town, 4748	5,965,072	0	0	546,813	2,230,146	25,207	51,806	0	0	139,068	1,659	13,305	61,159	1,389	1,300	31,400	1,155	134	9,069,614
Whitewater Region Township, 4758	4,958,299	0	0	29,418	379,733	1,586	6,122	0	0	31,929	2,166	845	115,143	2,138	150	159,605	312,986	3,937	6,004,057
Total Lower Tier	61,739,888	238	44,244	2,073,000	10,933,197	77,665	215,614	1,282	3,690	635,749	15,877	37,953	752,755	9,450	3,384	2,424,785	946,500	66,428	79,981,699
Grand Total	114,849,970	389	86,716	3,506,531	27,062,444	183,807	524,848	2,542	5,887	1,260,700	34,756	70,204	1,414,116	19,671	9,521	7,635,565	1,758,694	126,700	158,553,062

**2021 Taxable and PIL Levy from 2021
Return RollRenfrew Co, 4700**

Taxation	2021 Estimated	2020 Estimated Taxation	Difference \$	Difference %	Wtd CVA Growth	Net Budget Impact
Admaston/Bromley Township, 4742	2,344,852	2,243,981	100,871	4.50%	0.66%	3.84%
Arnprior Town, 4702	9,957,060	9,632,201	324,859	3.37%	1.86%	1.51%
Bonnechere Valley Township, 4738	3,536,356	3,407,658	128,698	3.78%	1.58%	2.20%
Brudenell Lyndoch Raglan Township, 4719	1,405,500	1,388,427	17,073	1.23%	1.34%	-0.11%
Deep River Town, 4796	6,024,214	5,905,990	118,224	2.00%	0.89%	1.11%
Greater Madawaska Township, 4706	3,429,417	3,314,750	114,667	3.46%	1.26%	2.20%
Head Clara Maria Township, 4798	498,501	570,345	-71,844	-12.60%	0.37%	-12.97%
Horton Township, 4746	2,501,313	2,433,451	67,862	2.79%	1.17%	1.62%
Killaloe, Hagarty & Richards Township, 4731	2,549,746	2,521,931	27,815	1.10%	1.05%	0.05%
Laurentian Hills Town, 4792	3,495,454	3,481,181	14,273	0.41%	0.42%	-0.01%
Laurentian Valley Township, 4766	5,787,698	5,401,582	386,116	7.15%	0.36%	6.79%
Madawaska Valley Township, 4726	4,224,618	4,078,988	145,630	3.57%	1.40%	2.17%
McNab/Braeside Township, 4701	6,034,484	5,956,837	77,647	1.30%	1.30%	0.00%
North Algona Wilberforce Township, 4769	3,277,302	3,123,601	153,701	4.92%	0.23%	4.69%
Petawawa Town, 4779	9,841,514	9,229,538	611,976	6.63%	1.67%	4.96%
Renfrew Co, 4700	48,945,642	47,252,937	1,692,705	3.58%	1.08%	2.50%
Renfrew Town, 4748	9,069,614	8,825,996	243,618	2.76%	0.44%	2.32%
Whitewater Region Township, 4758	6,004,057	5,760,056	244,001	4.24%	0.56%	3.68%
Totals	128,927,342	124,529,449	4,397,893	3.53%	1.08%	2.45%

Taxation	2021 Estimated	2020 Estimated Taxation	Difference \$	Difference %	Wtd CVA Growth	Net Budget Impact
Laurentian Valley Township, 4766	5,787,698	5,401,582	386,116	7.15%	0.36%	6.79%
Petawawa Town, 4779	9,841,514	9,229,538	611,976	6.63%	1.67%	4.96%
North Algona Wilberforce Township, 4769	3,277,302	3,123,601	153,701	4.92%	0.23%	4.69%
Admaston/Bromley Township, 4742	2,344,852	2,243,981	100,871	4.50%	0.66%	3.84%
Whitewater Region Township, 4758	6,004,057	5,760,056	244,001	4.24%	0.56%	3.68%
Renfrew Co, 4700	48,945,642	47,252,937	1,692,705	3.58%	1.08%	2.50%
Renfrew Town, 4748	9,069,614	8,825,996	243,618	2.76%	0.44%	2.32%
Greater Madawaska Township, 4706	3,429,417	3,314,750	114,667	3.46%	1.26%	2.20%
Bonnechere Valley Township, 4738	3,536,356	3,407,658	128,698	3.78%	1.58%	2.20%
Madawaska Valley Township, 4726	4,224,618	4,078,988	145,630	3.57%	1.40%	2.17%
Horton Township, 4746	2,501,313	2,433,451	67,862	2.79%	1.17%	1.62%
Arnprior Town, 4702	9,957,060	9,632,201	324,859	3.37%	1.86%	1.51%
Deep River Town, 4796	6,024,214	5,905,990	118,224	2.00%	0.89%	1.11%
Killaloe, Hagarty & Richards Township, 4731	2,549,746	2,521,931	27,815	1.10%	1.05%	0.05%
McNab/Braeside Township, 4701	6,034,484	5,956,837	77,647	1.30%	1.30%	0.00%
Laurentian Hills Town, 4792	3,495,454	3,481,181	14,273	0.41%	0.42%	-0.01%
Brudenell Lyndoch Raglan Township, 4719	1,405,500	1,388,427	17,073	1.23%	1.34%	-0.11%
Head Clara Maria Township, 4798	498,501	570,345	-71,844	-12.60%	0.37%	-12.97%
Totals	128,927,342	124,529,449	4,397,893	3.53%	1.08%	2.45%

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY
BY-LAW NO. 2021-35

**BEING A BY-LAW AUTHORIZING THE CORPORATION OF THE
TOWNSHIP OF ADMASTON/BROMLEY TO ENTER INTO AN AGREEMENT
WITH HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO
REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING**

WHEREAS the Minister of Municipal Affairs and Housing has approved funding in the amount of up to \$60,000 to the Corporation of the Township of Admaston/Bromley under the Municipal Modernization Intake 2;

NOW THEREFORE, the Council of the Township of Admaston/Bromley enacts as follows:

- 1) The Mayor and Clerk-Treasurer are hereby authorized to execute the Agreement between the Minister of Municipal Affairs and Housing and the Corporation of the Township of Admaston/Bromley.
- 2) That the said agreement attached hereto shall form part of this by-law.

Read a first and second time this 2nd day of September 2021.

Read a third time and finally passed this 2nd day of September 2021.

Mayor

Clerk/Treasurer

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 -

Corporation of the Township of Admaston/Bromley

(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:
Title:

Corporation of the Township of Admaston/Bromley

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

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; and
- (d) not use the Funds to crossover 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 Remediating.** 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 \$60,000
Expiry Date	March 31, 2022
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	<p>Name: Brenda Vloet</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: Brenda.Vloet@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
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	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

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
Township of Admaston/Bromley Service Delivery Review
Objectives
The objective of the Project is to review the Recipient's administrative process and organizational structure to reduce costs and provide efficiencies.
Description
<p>The Recipient will retain an independent third-party reviewer to review the Recipient's administrative process and organizational structure, as well as provide recommendations for streamlining the Recipient's existing structures and incorporating other cost-saving programs within the Recipient's organization.</p> <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, 2022.</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.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$60,000

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of Agreement 	Initial payment of \$21,000 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 • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report • Submission of Final Report Back to the Province 	Final payment of up to \$39,000 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	October 31, 2021
2. Final Report Back and Invoices	January 31, 2022

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by October 31, 2021 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, and
- An update on the estimated cost of the Project.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by January 31, 2022 using the reporting template provided by the Province. The Final Report will include:

- 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.

ACTION TRACKING LIST

	Updated Information
	NEW

Date	Item	Assigned To	Due Date	Current Status
June. 2020	UPDATE Asset Management Plan	Clerk	July. 2021	Staff is currently collecting additional data for the Consultants.The Kick-Off Meeting with Senior Staff occurred on December 16th with Dillon Consulting.
June. 2020	Ministry appointment of PSB Member	Clerk	July. 2020	With the change of the Detachment Boards this will be delayed.
July. 2020	Website Update	Clerk	July. 2020	The entire website is being reviewed for updates/changes and will be sent to service provider.
August. 2020	Recycling Education	Public Works Superintendent	On-Going	A recycling pamphlet was presented to Council to be included with the Interim Tax Bills. The week of October 19th there were education pieces posted all week on social media. Staff is working on information to be inserted with the interim tax bills.
September. 2020	Osceola Waste Site Program	Clerk	May. 2022	Waste Committee received the proposal that is to be presented at Council July 8, 2021.
September. 2020	Cannabis Growth	Clerk	Oct. 2020	Currently working with legal on options to be presented to Council. A study is to be completed within a year from October 9th, 2020. Staff has contacted the County of Renfrew to complete the study.
September. 2020	Speed Radar Sign	Deputy Clerk/Treasurer	Sept. 2020	The PSB is to have follow up on whether the cost is for both sides of the roadway, permanent encroachment or an annual basis. A encroachment application is required in the amount of \$550. Follow up with the MTO about the requirements to place a speed radar sign on an MTO road.
October. 2020	Waste Compactor	PW Superintendent	July. 2021	Waste Committee was provided information on the failure of the Douglas Waste Compactor truck and alternatively made the decision to outsource to Emterra for the waste bins and delivery to Osceola.
October. 2020	Speed Limit By-Law	PW Superintendent	2021	Bring forward a by-law in 2021.
October. 2020	Fencing By-Law	Clerk/CBO	Dec. 2020	Look into updating the fencing by-law.
November. 2020	LEG report to Committee	Clerk	continuing	The Clerk is provide Council with Regular updates.

March. 2021	Health and Safety Committee - Fire	Clerk/Treasurer with Fire	April/May 2021	Robert Dick indicated at the July 8th Council meeting that the Deputy Fire Chief and the Safety Officer are looking after this item.
March. 2021	MDRAP Funding - 2019 Flood	Clerk/Treasurer	April. 2021	There has been no update to report at this time. The Clerk/Treasurer followed up with MMAH and the funding was to be paid in March but was informed that will no longer be occurring. The Township is to continue to follow up. Other Municipalities have received the same response.
April. 2021	MPAC - Assessment Year Follow up	Clerk/Treasurer	April. 2021	MPAC provided notice that they are still unsure and have not been directed on when the assessment year will be or when the re-assessments will occur. They are to have information for Fall 2021.
August, 2021	NRTC Line Update in Hamlet of Osceola	PW Superintendent	August, 2021	PW Superintendent to provide mapping for the project
August, 2021	Report on Annual Gravel Contract	PW Superintendent	August, 2021	PW Superintendent to prepare a report for the annual gravel contract.
August, 2021	Remediation vs Construction	PW Superintendent	August, 2021	Provide a breakdown of what goes into Remediation Jobs or Construction Jobs
	Douglas Transfer Station	PW Superintendent	October, 2021	Bring a report to change from emptying bin once per week to twice per week.



August 24, 2021

Dear Chief Administrative Officers and Clerks:

As you know, [O. Reg. 157/20](#), Work Deployment Measures for Municipalities (“the order”), has been providing Ontario’s municipalities with the flexibility to deploy certain staff to where they are needed most as they respond to COVID-19.

I am reaching out to you today to request information to help assess the continued need for the order moving forward. **I am asking municipalities to provide information on the usage of this order by completing a short [questionnaire](#) by Wednesday September 8, 2021.**

While I recognize this is a busy time for municipalities, this information is important to inform our decision-making going forward, including whether there is a continued need for this emergency-related order. **We need this information in order to justify continued renewal, so we will consider a non-reply as though the order is no longer required in your municipality.**

If you have questions about the order or the questionnaire, please do not hesitate to contact mmah.eo@ontario.ca.

Thank you for your continued support and collaboration.

Yours Truly,

A handwritten signature in black ink that reads "K. Manson-Smith".

Kate Manson-Smith
Deputy Minister



Annual Community Awards Celebration

It's Community Celebration time!

The Renfrew & Area Chamber of Commerce is pleased to present the Annual Community Awards Celebration!

NOMINATIONS are now being accepted.

What better time to celebrate as a community our local businesses, organizations, and individuals!

Do you know an individual, a business, an organization who has gone above and beyond during these challenging times?

Please take a few minutes to review the different awards then submit your candidates. Let's recognize the individuals, businesses and organizations who make our community stronger and an amazing place to live, work and play.

This year's event will be held Thursday October 21, 2021, at the Ma-te-Way Activity Centre.
Deadline for nominations is 3:00 p.m. Friday September 24, 2021

**Citizen of the Year
Community Champion of the Year
Outstanding Business Achievement Award
Inclusive Employer Champion
New Business Award
Young Person of the Year Award
Visual Artist / Artisan of the Year
2021 Local Hero Award**

Please click on the link [Nomination Form](#)



I am delighted to announce that Anna Greenberg will become Chief Regional Officer for Ontario Health Toronto and East Regions, effective September 6, 2021.

Anna has been a highly valued member of Ontario Health's senior leadership team since our organization's beginning. Currently serving as Chief of Strategy and Planning, she has led the development of many strategic and corporate initiatives and has been instrumental in support of Ontario's Health's system response to the COVID 19 pandemic. Anna has also spearheaded the development of our comprehensive Equity, Inclusion, Diversity and Anti-Racism framework and will continue to provide provincial executive leadership for this important work in her new role.

A former president of Health Quality Ontario, Anna championed improved performance monitoring, public reporting and clinical standards. She was formerly Director, Strategic Policy, at the Ministry of Health and Long-Term Care. Before that, she spent over a decade in leadership roles in the cancer system, shaping system performance measurement, planning and policy, as well as knowledge management, at Cancer Care Ontario, Princess Margaret Hospital/University Health Network, and the Canadian Partnership Against Cancer.

As Chief Regional Officer, Anna will work with leaders and team members throughout the Toronto and East regions to advance Ontario Health's mandate. She will be directly responsible for the region's operational and system planning as well as programs and performance. Her immediate priorities will be supporting the health care system in implementing a pandemic response, including a recovery strategy, advancing health system transformation, improving access to mental health and addictions services, and improving health equity across the region.

An announcement regarding the Chief, Strategy and Planning role will be provided in the coming days.

Please join me in congratulating Anna as she takes on this exciting new role.

Matthew Anderson
President & CEO