

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1 day of April 2022

B E T W E E N:

**His Majesty the King in right of Ontario
as represented by the Ministry of the Solicitor General**

(the “Province”)

- and -

Municipality of Temagami

(the “Recipient”)

BACKGROUND

In February 2020, the Province was approved to establish a new grant program to expand Close Circuit Television (CCTV) across the province to help address the growing issue of guns and gangs.

The Province has agreed to support the Recipient with one-time funding of \$22,000.00 in fiscal year 2022-2023 to allow the OPP Temagami to execute the initiative Lake Temagami Access Point Security Camera Project as indicated in Schedule “C”.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Reporting and Payment Schedule
- Schedule "F" - Interim Reports/Final Reports

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 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) 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.

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY THE SOLICITOR
GENERAL**

Date

Michelina Longo, Director
External Relations Branch
Public Safety Division

Municipality of Temagami

Date

Mr. Dan O'Mara
Chair

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 3.1.

"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 A13.1.

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

"Funding Year" means the Funding Year set out in Schedule "B"

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees.

“Initiative” means any of the initiatives identified in Schedule “B” “C” and “D”.

“Maximum Funds” means the maximum Funds 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 A13.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

“Reports” means the reports described in Schedule “F”, Schedule “G” and Schedule “H”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) 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
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) 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, Article A12.0, or Article A13.0.

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 designated by the Recipient 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 the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

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) subject to Schedule B (section A29.2), spend the Funds only in accordance with the Budget;

- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

A4.6 **Rebates, Credits, and Refunds.** The Ministry 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:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

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

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **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 to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will, subject to applicable law and section A30.1:

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will, subject to applicable law and section A30.1:

- (a) submit to the authorized parties, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", Schedule "G" and Schedule "H", or in a form as specified by the Province from time to time;
- (b) submit to the authorized parties, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

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

A7.3 Inspection. As the subject matter of the four initiatives set out in Schedule C hereto, for which the Recipient is funded under this Agreement, are unique to this Agreement, the inspection rights in this section differ from the Province's standard requirements, the inspections may only be carried out by a person or a role who has received security clearance from the Recipient in its reasonable discretion (for the purposes of this section A7.0, the "authorized persons"). Upon twenty-four hours' Notice to the Recipient and during normal business hours, the authorized parties may, subject to applicable law, section A30.1 and at the Province's expense, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds. For these purposes, the authorized parties may, subject to applicable law and section A30.1, take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, and subject to applicable law and section A30.1, the Recipient will disclose any information respecting the Project requested by the Province and will do so to the authorized persons in the form requested by the Province.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province or any of the authorized parties any control whatsoever over the Recipient's records.

A7.6 Auditor General. The rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the 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. The 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 provision requiring the insurer to endeavour to provide a 30-day written notice of cancellation or termination.

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) upon the request of the Province, provide to the Province a copy of any insurance policy.

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 at least 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 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, 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 permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 **EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide Reports, in accordance with section A7.1, or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 **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; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(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.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article 11 will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, subject to Schedule B (section A29.2), 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.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **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 an amount equal to the excess Funds to the Province.

A16.2 **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 Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **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”.

A16.5 **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, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

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

A17.3 **Postal Disruption.** Despite section A17.2(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, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venture, 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.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **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.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His 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.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$22,000.00
Expiry Date	March 31 st , 2023
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to the Province	Name: Ram Thanabalasingam and Silvana Burke External Relations Branch, Public Safety Division Ministry of Community Safety and Correctional Service Address: 25 Grosvenor Street, 12 th Floor Toronto ON M7A 2H3 Email: Ramanan.Thanabalasingam@Ontario.Ca and Silvana.Burke@Ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Sarah Goodyear Position: Office Assistant Address: 7 Lakeshore Drive, Temagami, ON P0H 2H0 Email: sarah.g@temagmi.ca; danomara@temagami.ca
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	Name: Craig Davidson Position: Treasurer/Administrator Address: 7 Lakeshore Drive, PO Box 220, Temagami, ON, P0H 2H0 Email: craig.d@Temagami.ca

Additional Provisions:

SCHEDULE "C" Application

Saved: 05/17/2022 14:33

Instructions

Before filling out the application read the entire PROGRAM/APPLICATION GUIDELINES. It may be useful to print a copy of the Program/ Application guidelines to refer to while completing the application. There may be some questions on this application that you are NOT required to complete, these will be noted clearly in the Program/Application guidelines. Some programs require you to contact a ministry advisor prior to submitting your application.

Information about eligible organizations and expenses are detailed in the Program/Application guidelines.

Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Answer each question fully or indicate "not-applicable" if the question is not relevant or does not apply to your project. Answers may vary in length depending on the nature of your project or program.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your project addresses the grant program priorities.

Prepare necessary support materials. Ensure you have all of the necessary support materials electronically (either scanned, pdf or attachment). The required attachments are listed below.

Note that Ministry consideration of an application does not guarantee funding. Applications will be assessed on the basis of the information provided by the applicant within the completed application forms and for their ability to achieve the objectives of the program.

The Ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted. The ministry reserves the right, in its sole discretion, to fund or not fund any particular project or program for which an application is submitted. The decision to fund all or part on an applicant request will depend on its fit to the program priorities, assessment criteria and the overall demand of funds in the program.

A - Organization Information

This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a one-window self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in Section A of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information

Organization Name: The Municipality of Temagami	Organization Legal Name: The Corporation of the Municipality of Temagami
Website URL: www.temagami.ca	CRA Business Number 868440181

B - Organization Address Information

This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a one-window self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in Section B of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information.

Business Address

Unit Number:	Street Address 1: 7 Lakeshore Drive
Street Address 2: P.O. Box 220	City/Town: Temagami
Province: ON	Postal Code: P0H2H0

Country:
Canada

Mailing Address

Unit Number:	Street Address 1 7 Lakeshore Drive
Street Address 2 P.O. Box 220	City/ Town Temagami
Province ON	Postal Code P0H2H0
Country Canada	

C - Application Contact Information

Please provide contacts for this application, including whether or not they have signing authority. Contacts with the Applicant role will receive email notifications regarding case submission, reports due, and payments. Contacts with the Payee role will receive notifications regarding payments.

Contacts with signing authority will be prompted to digitally sign this form in Section Z.

			Remove
Salutation: * Mr.	First Name: * Dan	Last Name: * O'Mara	
Primary: <input checked="" type="checkbox"/>	Role: * Applicant	Email Address: * danomara@temagami.ca	
Title: Mayor / Police Services Board Member	Department:	Phone Number (Work): * (705) 569-3421	
Phone Number (Mobile): (705) 303-8460	Fax Number: (705) 569-2834	Signing Authority <input checked="" type="checkbox"/>	
		Add	Remove

Salutation: * Mrs.	First Name: * Sarah	Last Name: * Goodyear
Primary: <input type="checkbox"/>	Role: * Applicant	Email Address: * sarah.g@temagmi.ca
Title: Office Assistant	Department: Office	Phone Number (Work): * (705) 569-3421
Phone Number (Mobile):	Fax Number: (705) 569-2834	Signing Authority <input type="checkbox"/>

D - Grant Payment Information

Should your application be successful, this information will be used to make payments.

Payment Address

Payment Organization Name (max 100 characters) * Municipality of Temagami		
Street Address 1 * 7 Lakeshore Drive	Street Address 2 PO Box 220	City/Town * Temagami

Province *	Postal Code *
ON	POH2H0
Method of Payment	
Electronic Fund Transfer	

E - Project Information

Project Name (maximum 250 characters) *
 Lake Temagami Access Point Security Camera Project

Project Start Date (mm/dd/yyyy) *	Project End Date (mm/dd/yyyy) *
09/01/2022	11/11/2022
Requested Amount: *	Total Cost of the Project: *
\$22,000.00	\$44,000.00

Project Summary: *

The Lake Temagami Access Point Security Camera Project will install and use CCTVs to address gang crime within this area of the community. This project will consist of purchasing and installing additional CCTV systems and new polls to support additional systems, see attached budget. In conjunction with the Temagami Lake Watch Program and new commitment for high-speed internet in this area, this project will enhance the current surveillance system at the Lake Temagami Access Point and allow for remote and ease access to these CCTV systems. The Lake Temagami Access Point consists of parking and docking facilities used by residents, non-residence, Lake Temagami Business and Construction Companies. The current surveillance system monitors are located at the Waste Disposal site at the Access Point. We anticipate that the addition on new CCTV systems will assist Law Enforcement Officers with addressing gang crime within this area. CCTV systems will assist with determining the culprits of gang crime and provide enough evidence to prosecute them through our justice system. Further, that these prosecutions deter future gang crimes in this area.

Please Note: If your application should be approved for funding in 2022-2023, the project summary that you provide under this section of the application may be used publicly (Ministry Website). If you do not wish to have your project summary made public please ensure to select "No" from the dropdown. *

Yes

Demonstrated Need: *

The need for The Lake Temagami Access Point Security Camera Project equipment of CCTV systems to address gang crime in the area is evident. The evidence for the need to address gang crime is reflected within the Municipality of Temagami Police Services Board's Calls for Service Billing Workgroups, calls for services count, tracking document. This tracking reflects that over the past years, gang crime in the form of Property Crime Violations are not decreasing overall. Property Crime Violations on average are 56.25% of the received service calls, this has not changed since 2017. Although with the existence of the active and successful Lake Watch program, break and enters have decreased by 16% since 2017, Mischief and Theft under 5,000.00 have increased within the community. The Lake Temagami Access Point is an area of concern in regards to these re-occurring crimes and has reflected in an increase of thefts of construction materials and trailers. The Access Point is the main parking area for Lake Temagami residence, non-residence, business, construction companies and Temagami First Nations. Also, the Access Point is the main boat launch for Lake Temagami where many products are stored and barged from this location. This concentrated area in the summer can consist of up to 600 vehicles, boats, and trailers.

The overall objectives of the Lake Temagami Access Point Security Camera Project is to increase the use of CCTVs to address gang crime and decrease in calls for service. The project will target the Lake Temagami Access Point in regards to gang crime related service calls. CCTV systems will be installed and operated to assist Law Enforcement Officers with identifying culprits and providing evidence for conviction. In addition this will deter induvial from further Property Crime Violations. It is determined that the installation of CCTV systems will decrease gang crime calls for services by 10%.

G - Budget

Item	Description	Amount
Costs		
In-Kind Donation	Equipment and Installation	22,000.00
Other Funding		
Ministry Request	Equipment and Installation	22,000.00

M - Declaration and Signing

Applicants are expected to comply with the Ontario Human Rights Code (the "Code") and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry. Applicants should be aware that Government of Ontario institutions are bound by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 (<https://www.ontario.ca/laws/statute/90f31>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

Declaration

The Applicant hereby certifies as follows:

- (a) the information provided in this application is true, correct and complete in every respect;
- (b) the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
- (c) the Applicant has read and understands the information contained in the Application Form;
- (d) the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- (e) the applicant understands that it is expected to comply with the Ontario Human Rights Code and all other applicable laws;
- (f) the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the Freedom of Information and Protection of Privacy Act;
- (g) the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- (h) I am an authorized signing officer for the Applicant.

Applicant

Mr. Dan O'Mara
Mayor / Police Services Board Member
(w): (705) 569-3421
(c): (705) 303-8460
Email: danomara@temagami.ca

Signature [Dan O'Mara](#)

Date/Time [17/05/2022 14:33:08](#)

Please validate your application by clicking the Validate button before submitting the form back to Transfer Payment Ontario.

**2022 - 2023 Ontario Closed Circuit Television (CCTV) Grant Program
BUDGET SHEET**

PoliceService Name:	Municipality of Temagami Police Services Board			
Project Name:	Lake Temagami Access Point Security Camera Project			
#	Item Name:	Ministry Request	In-Kind Contribution	Total
1	16 Camera System	\$3,300.00	\$3,300.00	\$6,600.00
2	Installation	\$11,000.00	\$11,000.00	\$22,000.00
3	Rental of Boom Truck	\$2,200.00	\$2,200.00	\$4,400.00
4	4 New Poles	\$5,500.00	\$5,500.00	\$11,000.00
TOTAL		\$22,000.00	\$22,000.00	\$44,000.00

**2022 - 2023 Ontario Closed Circuit Television (CCTV) Grant Program
PERFORMANCE MEASURES**

PoliceService Name:	Municipality of Temagami Police Services Board
Project Name:	Lake Temagami Access Point Security Camera Project

Please complete both tables below:

Locally Identified Outcomes

Expected Outcomes	Performance Indicators	Baseline (Starting point for assessing changes in performance)	Target (Expected future performance)
Decrease in violent crime	•Decrease in number of reported violent crimes in identified areas.	0	0
Decrease in gun and gang activity	•Decrease in number of shootings in identified areas.	0	0
Decrease in gun and gang activity	•Decrease in number of gang-related activities in identified areas.	0	0
Increased use of CCTVs to address crime	•Number of cameras installed to date.	0	16
Increased use of CCTVs to address crime	•Increase in number of potential suspects, victims or witnesses identified by CCTVs post-incident.	0	25
Increased use of CCTVs to address crime	•Total number of downloads from designated cameras for investigative purpose.	0	52
Increased use of CCTVs to address crime	•Total number of downloads from designated cameras for investigative purpose.	0	52
Increased use of CCTVs to address crime	•Increase in total number of charges laid for cases in which there is CCTV video footage.	0	20
Locally-Identified Outcomes:			
Decrease calls for service by 10%	Decrease in total number of calls for services in which there is CCTV video footage	210	189
Increased use of CCTVs to address gang crime	Increase in total number of CCTVs to identify culptites and prosecuted individuals related to gang crime.	0	16

**2022 - 2023 Ontario Closed Circuit Television (CCTV) Grant Program
WORK PLAN**

PoliceService Name:	Municipality of Temagami Police Services Board		
Project Name:	Lake Temagami Access Point Security Camera Project		
Key Milestones	Key Activities	Start Date (mm/dd/yy)	End Date (mm/dd/yy)
Equipment Order	Order in CCTVs and new polls. Develop and advertise a Request For Proposal (RFP) for the installation of CCTV system. Award RFP to contractor.	01-Sep-22	23-Sep-22
Equipment Installation	Ontario One call for located and mapping of installation. - Contactor proceed with installation of CCTV systems.	26-Sep-22	28-Oct-22
Program Implementation	Review CCTV system and schedule user tetorials'Review security system access and schedule tutorials.	31-Oct-22	11-Nov-22

SCHEDULE "D"
BUDGET

**2022 - 2023 Ontario Closed Circuit Television (CCTV) Grant Program
BUDGET SHEET**

PoliceService Name:		Municipality of Temagami Police Services Board		
Project Name:		Lake Temagami Access Point Security Camera Project		
#	Item Name:	Ministry Request	In-Kind Contribution	Total
1	16 Camera System	\$3,300.00	\$3,300.00	\$6,600.00
2	Installation	\$11,000.00	\$11,000.00	\$22,000.00
3	Rental of Boom Truck	\$2,200.00	\$2,200.00	\$4,400.00
4	4 New Poles	\$5,500.00	\$5,500.00	\$11,000.00
TOTAL		\$22,000.00	\$22,000.00	\$44,000.00

SCHEDULE "E" REPORTING and PAYMENT SCHEDULE

All reporting obligations shall be subject to applicable law and section A30.1 of the Agreement.

E.1: REPORTING SCHEDULE

- 1) **Schedule "F" (Interim Report: Year 1):** Due to the Province on **October 31st, 2022**, covering the period of April 1, 2022, to September 30, 2022.

Financials:

- Detailed line-by-line list of financial expenditures related to the initiatives outlined in Schedule "C" and the associated budget items outlined in Schedule "D".
- All financial expenditures must for the period of April 1, 2022, to September 30, 2022.
- All financial expenditures must include a copy of the receipts.

Performance Measures:

- Performance metrics for each initiative are set in Schedule "C".

- 2) **Schedule "G" (Final Report: Year 1):** Due to the Province on **April 30th, 2023**, covering the period of October 1, 2022, to March 31, 2023.

Financials:

- Detailed line-by-line list of financial expenditures related to the initiatives outlined in Schedule "C" and the associated budget items outlined in Schedule "D".
- All financial expenditures must for the period of October 1, 2022, to March 31, 2023.
- All financial expenditures must include a copy of the receipts.

Performance Measures:

- Performance metrics for each initiative are set in Schedule "C".

- 3) **Schedule "F" (Interim Report: Year 2):** Due to the Province on **October 31st, 2023**, covering the period of April 1, 2023 to September 30, 2023.

Performance Measures:

- Performance metrics for each initiative are set in Schedule "C".

- 4) **Schedule "G" (Final Report: Year 2):** Due to the Province on **April 30th, 2024**, covering the period of October 1, 2023, to March 31, 2024.

Performance Measures:

- Performance metrics for each initiative are set in Schedule "C".

E.2: PAYMENT SCHEDULE

The funds will be provided to the Recipient according to the following schedule:

- i) **First instalment: \$11,000.00** to be paid to the Recipient once the contract has been fully executed.
- ii) **Second instalment: \$11,000.00** to be paid to the Recipient following the Province's receipt and approval of the **Interim Report: Year 1 (2022-2023)** as stated above in Schedule "E" Reporting Schedule.

SCHEDULE "F"

INTERIM/FINAL REPORTS

CCTV Report							
Police Service Name							
Project Name:							
Fiscal Year (Reporting)		Report		Interim			
Signing Authority Contact Info:							
Salutation		First Name		Last Name			
Title					Tel. #		Tel. Ext.
Email							
Address							
City		Postal Code					
Project Contact Info:							
Salutation		First Name		Last Name			
Title					Tel. #		Tel. Ext.
Email							
Address							
City		Postal Code					
Ministry Approved amount for current FY		Funding Spent To Date		\$0.00	Funding Remaining to be Spent		\$0.00
<i>Please attach a detailed breakdown of expenditures on a separate page and copies of invoices and/or statements including officer hours, salary and overtime costs.</i>							

WORK PLAN

Key Milestones	Key Activities	Start Date <small>(mm/dd/yy)</small>	End Date <small>(mm/dd/yy)</small>	Status

BUDGET SHEET

Item	Allocated Amount	Final Report Spent	Total Spent	Remaining
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

PERFORMANCE MEASURES

Please complete both tables below:

Locally Identified Outcomes

Expected Outcomes	Performance Indicators	Baseline (Starting point for assessing changes in performance)	Target (Expected future performance)	Current Status	Comments

EVALUATION REPORT

Please summarize and describe in writing the results of your Performance Measures. Indicate the successes ("positive results") of the program to date including benefits to the community and all partnerships.

[Empty text box for summarizing results]

Describe all activities that you have implemented and the partnership that you consulted with and or developed.

[Empty text box for describing activities and partnerships]

Briefly describe how and why the project was successful or not successful in achieving its objectives. (How did you determine "success"? What were the obstacles? What went well? What didn't go well? Why?)

[Empty text box for describing success or failure]

CCTV

SIGNATURE

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above activities were used in accordance with the Grant Proposal, and were not used for any other purpose without the agreement of the Ministry.

[Empty text box for name]

NAME

[Empty text box for title]

TITLE

[Empty text box for signature]

SIGNATURE

[Empty text box for date]

DATE