



Agenda

Council Meeting

Tuesday, June 17, 2025

Council Chambers

Following Parks and Recreation Committee Meeting

(This meeting is live streamed on the [City's YouTube page](#) or it can be viewed on YourTV Community Channel 12)

1. **Call to Order**
2. **Opening Prayer/Reflection**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Minutes**
 - i. Approve minutes from Council
 - a. Regular Meeting of Council – June 3, 2025
 - ii. Adopt minutes from Committees
 - a. Parks and Recreation Committee Meeting – May 20, 2025
 - iii. Receive minutes from Local Boards
 - Pembroke Heritage Murals Committee – June 4
 - Police Service Board – January 30, 2025
5. **Delegations and Presentations**
6. **Business Arising from Delegations and Presentations**
7. **Staff and Committee Reports**
8. **Proclamations**
 - a. National Indigenous Peoples Day – June 21, 2025
 - b. Indigenous Survivors Day – National Blanket Ceremony Day – June 30, 2025
9. **By-laws**
 - a. 2025-53 Parking Agreement with Arif Enterprises Inc. – Appoint By-law Enforcement Officers
 - b. 2025-54 Zoning By-law Amendment 268 Isabella Street
 - c. 2025-55 Adopt Flex Working Arrangement
 - d. 2025-56 Transfer Payment Agreement for the Connecting Links Program - Rehabilitation and resurfacing of Paul Martin Drive and River Road from City Limits to Mackay Street

10. Motions

- a. Resolution 25-06-20 – Community Improve Plan Application for 96 Pembroke Street West
- b. Resolution 25-06-21 – Community Improve Plan Application for 126-128 Pembroke Street West
- c. Resolution 25-06-22 – Municipal Housing and Infrastructure Program - Pembroke Quarry Reservoir Expansion & Trunk Watermain for Safe, Growth-Ready Drinking Water

11. Correspondence

12. Mayor's Report

13. Notices of Motion

14. Councillor Updates

15. Closed Session

- That City of Pembroke Council convened in Closed Session earlier this evening with authorized staff remaining in the room, pursuant to the following section of the Municipal Act 2001;
 1. Section 239(2)(c) a proposed or pending acquisition or disposition of lands by the municipality or local board
More specifically as it relates to:
 - a. 252-270 Pembroke Street West
 - b. Almira Street Surplus Land

16. Business Arising from Closed Session

17. Confirming By-law

- Confirming By-law 2025-57

18. Adjournment

City of Pembroke Council Meeting

Council Chambers
Pembroke, Ontario
June 3, 2025
8:06 p.m.

1. Call to Order

Present:

Mayor Gervais, Chair
Deputy Mayor Abdallah
Councillor Jacyno
Councillor Kuehl
Councillor Lafreniere
Councillor Plummer
Councillor Purcell

Regrets:

Also Present:

David Unrau, Chief Administrative Officer
Victoria Charbonneau, Municipal Clerk

Colleen Sauriol, Director

Mayor Gervais called the regular meeting of Council to order at 8:07 p.m.

2. Opening Prayer/Reflection

3. Disclosure of Pecuniary Interest & General Nature Thereof

There were no declarations of pecuniary interests disclosed.

4. Minutes

- i. Approve minutes from Council
 - a. Regular Meeting of Council – May 20, 2025

Resolution: 25-06-01

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That the minutes of the Regular Meeting of Council of May 20, 2025, be approved as circulated.

Carried

- b. Special Meeting of Council – May 27, 2025

Resolution: 25-06-02

Moved by Councillor Purcell

Seconded by Deputy Mayor Abdallah

That the minutes of the Special Meeting of Council of May 27, 2025, be approved as circulated.

Carried

ii. Adopt minutes from Committees

a. Planning and Development Committee Meeting – May 6, 2025

Resolution: 25-06-03

Moved by Councillor Plummer

Seconded by Councillor Purcell

That the minutes of the Planning and Development Committee meeting held on May 6, 2025 be adopted as circulated.

Carried

b. Finance and Administration Committee

Resolution: 25-06-04

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the minutes of the Finance and Administration Committee meeting held on May 6, 2025 be adopted as circulated.

Carried

c. Striking Committee

Resolution: 25-06-05

Moved by Councillor Plummer

Seconded by Councillor Kuehl

That the minutes of the Striking Committee meeting held on March 4, 2025 be adopted as circulated.

Carried

iii. Receive minutes from Local Boards

- Accessibility Advisory Committee – April 11, 2024

Resolution 25-05-06-06

Moved by Councillor Purcell

Seconded by Councillor Plummer

That the minutes of the Accessibility Advisory Committee of April 11, 2024, be received as circulated.

Carried

5. Delegations and Presentations

- A grade 5/6 class from Cathedral Elementary school recently visited City Hall and the students had engaging conversations with the Mayor and herself. The students also presented poems that wrote about Pembroke.
- Councillor Lafreniere will be featuring the poems from the students at each Council meeting to display the community pride and talents of Pembroke youth. Readings of the poems can be viewed on the meeting recordings on the City's YouTube page.
- The poem read June, 2025 was entitled "Rotary Park".

6. Business Arising from Delegations and Presentations

7. Staff and Committee Reports

- a. Striking Committee – Member Appointment to the Pembroke Anniversary Committee

Resolution: 25-06-07

Moved by Councillor Plummer

Seconded by Councillor Jacyno

That the City of Pembroke Council appointment of the following community members to the Anniversary Committee: Kali Carrol, Lindsay Hammel-McCann, Ross Hugli, Nancy Joyes, Marianne Pritchard-Taylor, Mital Vyas ; and

That Councillor Kuehl, and Councillor Purcell be appointed as Council representatives to the Anniversary Committee; and

Furthermore, that the 200th Anniversary Committee Terms of Reference be approved in principle, as presented.

Carried

8. Proclamations

a. Seniors' Month – June 2025

Mayor Gervais proclaimed June 2025 Seniors' Month in the City of Pembroke.

b. Pride Month – June 2025

Mayor Gervais proclaimed June 2025 Pride Month in the City of Pembroke.

c. BGC Club Day – June 6, 2025

Mayor Gervais proclaimed June 6, 2025 BGC Club Day in the City of Pembroke.

9. By-laws

a. 2025-50

Resolution: 25-06-08

Moved by Deputy Mayor Abdallah

Seconded by Councillor Jacyno

That By-law 2025-50, being a by-law to authorize the entering into a letter of agreement between His Majesty the King, in right of the Province of Ontario, represented by the Minister of Transportation and the City of Pembroke, on behalf of the City of Pembroke and the Township of Laurentian Valley to receive funding provided under the Dedicated Gas Tax Funds for the Public Transportation Program, be adopted and passed; And Further That the said by-law be signed by the Mayor and Clerk and sealed with the seal of the Corporation.

Carried

10. Motions**11. Correspondence****12. Mayor's Report**

Mayor Gervais provided an update on the community functions he attended on behalf of Council including (but not limited to):

- May 24 – attendance at the Annual Veterans Appreciation Dinner at the Pembroke Legion.
- May 28 – attendance at Options event in Pembroke. In the evening, attendance at an event at the Pembroke Regional Hospital (PRH) for Queen's Medical School students to meet with physicians at PRH to help determine where the student wish to specialize.
- May 29 – Event to congratulate winners of Community EXPO colouring contest.

- May 30 – Attendance at Algonquin College with Pembroke CAO to meet with President Brule and Government Relations Officer Mr. Qagish.

13. Notices of Motion

14. Councillor Updates

Councillor Purcell

- Judging battle of the bands May 17 and May 30th. The contest spanned 7 regions across the Ottawa Valley and final show down was at the STOMP and Lumber Jack festival with 8 bands performing over the two events. Judos and job well done.
- June 2 – Pembroke Civic and Youth Awards – congratulated winners and all involved. Especially Councillor Lafreniere who helped so much with this great even.

Councillor Kuehl

- May 21 – Attendance at the Operations Department Open House event. The event provided tours and had equipment on display. Extended a sincere thanks to Operations staff and hope that this great event grows in the coming years.
- May 24 – Encanto at Festival Hall – over 1,000 people going through and an amazing performance to watch. Extended a thank you to the volunteers who worked countless hours over the weekend to make it all happen.
- May 24 – Jim Sloan memorial ball tournament, thank you to staff and volunteers. Money raised from the tournament went to BGC Renfrew County.
- May 31 – Attendance at Fire Trucks, Freezies and TD Summer Reading Club, great partnership between the two departments to bring community together.
- Over the weekend, attendance at the Farmer's Market wishing them great success in the coming season.
- Attendance at Lasso Live for a fundraiser for Music Healing Veterans.
- June 1 – Attendance at the Fundraiser for Ottawa Valley Heritage Center that was a great success

Councillor Jacyno 8:35

- Announcement of 450 Helicopter Squadron event
- Correspondence from Golfview Development in the amount of \$100,000 for the progress of a new Community Centre.

Deputy Mayor Abdallah

- Environmental post card project can be viewed in lobby of City Hall.
- Highlighted Krista Johnson Memorial Run scheduled to take place June 8, 2025.
- Rain Barrels were distributed , and 2 left, all proceeds go to the Pembroke Community Garden – contact Mayor Gervais of Deputy Mayor to purchase one
- Thanks to all who helped with the Planting at community garden over the past weekend.

15. Closed Session 8:48 p.m. Resolution 25-06-09

Moved by Councillor Jacyno

Seconded by Deputy Mayor Abdallah

That City of Pembroke Council convene in Closed Session with authorized staff remaining in the room, pursuant to the following section of the Municipal Act, 2001:

1. Section 239(2)(c) a proposed or pending acquisition or disposition of lands by the municipality or local board

More specifically as it relates to:

- a. John Street

Carried

16. Business Arising from Closed Session 9:03 p.m.

Mayor Gervais indicated that there was a closed session held earlier. There were no pecuniary interests declared. Staff received direction.

17. Confirming By-law

- Confirming By-law 2025-51

Resolution: 25-06-10

Moved by Councillor Purcell

Seconded by Councillor Jacyno

That By-law 2022-51 to confirm the proceedings of the Regular Meeting of Council of June 3, 2025, be adopted and passed; and

Further That the said By-law be signed by the Mayor and Clerk and sealed with the seal of the Corporation.

Carried

18. Adjournment

Resolution: 25-06-11

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the June 3, 2025, regular meeting of Council adjourn at 9:05 p.m.

Carried

Ron Gervais

Mayor

Victoria Charbonneau

Municipal Clerk

Draft Parks and Recreation Committee Meeting Minutes

Council Chambers
Pembroke, Ontario
May 20, 2025
6:00 p.m.

1. Land Acknowledgement

2. Call to Order

Present:

Councillor Lafreniere, Chair
Mayor Gervais
Deputy Mayor Abdallah
Councillor Jacyno
Councillor Kuehl
Councillor Plummer
Councillor Purcell

Also Present:

David Unrau, Chief Administrative Officer
Victoria Charbonneau, Municipal Clerk
Jordan Durocher, Director of Parks and Recreation
Brian Lewis, Director of Operations

The Chair called the meeting to order at 6:00 p.m.

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no declarations of pecuniary interests disclosed.

4. Approval/Amendment of Meeting Agenda

Resolution PR 2025-05-01

Moved by Deputy Mayor Abdallah

Seconded by Councillor Purcell

That the agenda of the Parks & Recreation Committee meeting of May 20, 2025, be approved as amended.

Carried

5. Approval of Minutes

- Parks & Recreation Committee – February 18, 2025

Resolution PR 2025-05-02

Moved by Councillor Kuehl

Seconded by Mayor Gervais

That the minutes of the Parks & Recreation Committee meeting of February 18, 2025, be approved.

Carried

6. Business Arising from Minutes

There was no business arising from the minutes.

7. New Business

a. Jamie's Studio – Legacy of Jamie Bramburger

Director Durocher presented the information report. A discussion was held, and the following points were raised:

- The broadcast booth will not be renamed, but commemoration will be displayed along the wall outside of the booth.
- The naming policy was checked and Jamie Bramburger does fit the criteria
- Staff will come back to council with a report to officially commemorate the naming of the space.

b. Pembroke Waterfront Significant Weather Event

Director Durocher presented the information report. A discussion was held, and the following points were raised:

- Question about obtaining a more detailed report on where things went wrong in the construction of the areas and assurance that reconstruction activities will take into account measures for longevity, sustainability and how new infrastructure can be improved upon from current design to mitigate damage in the future.
- Engineering assessment to do this was recommended for reconstruction of damaged areas.
- It was stated that HP Engineering will be coming to advise on reconstruction strategies for the area.

10. Adjournment

Resolution PR 2025-05-03

Moved by Deputy Mayor Abdallah

Seconded by Councillor Purcell.

That the May 20, 2025, meeting of the Parks & Recreation Committee adjourn at 6:24 p.m.

Carried

PEMBROKE HERITAGE MURALS@ since 1989

June 4th @ 1:30 pm

1989 -2024 Thirty Five years of Volunteers dedicated to Pembroke's Outdoor Art Gallery.

PRESENT: Pamela Dempsey, Jane Kielman, Dennis Corrigan, Councillor Ed Jacyno

REGRETS: Claudia Gadinger

AGENDA: APPROVED by All

MINUTES: April 2nd MOTION by Dennis APPROVED

REPORT May 7th MOTION by Jane APPROVED

CORRESPONDENCE: Thank You note from Jane Smith, President of the Residents of Supples Landing, for the donation of two original paintings: **'The Grocer' & 'The Old Gas Pump'**

FINANCIAL REPORT:

April & May: No Activity

2025 Grant has been transferred to PHM General Acct. by journal entry. A Financial Statement from Treasury Dept dated May 31st shows 2024 year end was actually \$26.76 due to cost of our Outlook Mailbox.

General Acct: \$ 10,026.76 MOTION by Ed APPROVED

BUSINESS ARISING:

Primary M&R:

'Champlain Trail':

Permission was given May 15th by property owner. Pam met Jeff Jones May 25th at mural site to discuss restoring the two right side paintings and applying a clear coat to both. The top picture is a 'portrait' and the features are still there. The bottom picture is quite faded: the sun has been brutal the past three summers. We discussed being careful not to spill paint on sidewalk, safety requirements like blocking the sidewalk and two parking spaces. Jeff estimated two weeks work.

Pam: Since I met Jeff, I thought we should clear coat all four pictures and the wallpaper as much as possible. The product does bring up some faded colours: the left side pictures should come up quite well.

The Committee discussed applying a clear coat to the wallpaper: it's badly faded on the right, not so much on the left side. Committee agreed it was worth a try. Pam has a heavy extension pole we've used for years to apply clear coat with a roller.

Artists are currently paid \$35 per hour. We discussed offering Jeff a flat rate for the work.

Committee agreed to offer Jeff \$3,000.00. Weather permitting June 16th to 30th is the time frame.

Pam will prepare an Agreement for PHM & Jeff to sign plus a request to the Payables Clerk to EFT Jeff's first payment June 16th.

Pam: On Monday June 2nd a scissor lift with outriggers was booked with Sunbelt Rental Services. It will be delivered early Monday June 16th. The total cost for one week is \$1,640.88. Also today, a submission was made to the Operations Dept to block the sidewalk and two parking spaces for two weeks. Apart from the application information, a drawing of the site was required plus proof of liability insurance. Paul Champagne, Supervisor of Roads & Fleet, approved the submission June 3rd.

Weather permitting, we estimate Jeff needing the lift for one week to do the required work on top two-thirds of the mural. The rest of the mural will be done using Pam's 10 foot ladder. Ed has agreed to transport the ladder to and from the site.

Jeff is friends with the person living in an upstairs apartment of this property. He has agreed to let Jeff store paints and the ladder inside using the Prince St. door overnight.

Help will be needed to set up the six barriers the Operations Dept will deliver early on the 16th. We have lots of caution tape to use. Mr. Champagne requires pedestrian signs, one each end of the site: he provided a sample showing a metal sign. Rather than make our own Ed offered to ask the Operations Dept if we could borrow two of theirs. Pam will borrow two No Parking bags from By-Law Enforcement. They will be put up on Sunday evening along with a notice re heavy equipment being delivered early Monday.

Pam: I've already bought paint trays, brushes etc from the Dollar Store and one gallon of black paint from Reiche's. I will need to buy the product we use for clear coat from Home Depot. We have enough other paints/colours for this restoration. Artist quality brushes were bought on sale from Michael's during the winter.

'Canadian Armed forces-At The Ready'

Intact Insurance sent Marsha at the City proof PHM is covered under the City's liability insurance: it's addressed to Mr. Bell. She forwarded it to PHM. We are still in need of a waiver or clearance certificate regarding WSIB for the property owner. Pam emailed a letter to Dave Unrau CAO, asking he write a letter to Mr. J. Bell stating that any Artist working for PHM is covered under the City's WSIB coverage. Artists are independent contractors and do not take out any liability or other insurance. They are covered under the municipality who has hired them.

For 30 years, we have not had any accidents or incidents that would require an insurance company to become involved. Ed has a copy of the letter and will follow it up.

Pam will pick this letter up and hand-deliver it to Mr. Bell along with the Intact Insurance document and a letter asking for written or email permission.

Dennis: We will measure the mural for hardwood once we have permission to repair this mural.

Other: 'Diversity, Inclusion & Belonging': The second edition of the Guidebook is out: this mural has been included and is now part of the Mural Tour. Elijah did a wonderful job of setting this issue up. We are celebrating the 80th Anniversary of VE day by having part of 'At The Ready' on the front cover.

‘CPR Water Tower’

In April we discussed removing the actual original painting from the model and framing it. Ed thought he might have a suitable piece of weathered wood. Committee decided to leave this project until the fall.

NEW BUSINESS:

Minor M & R:

‘Peter White’: High weeds in front of the mural, Jane will do it.

‘Timber Raft’: Not a lot of weeds yet, Pam bought the battery operated Weed Be Gone Max product.

‘Fiddling & Stepdancing’: Dennis told Pam he gave the repaired title plaque to her.

‘Mackay Street Arena’: Dennis & Pam to take ladder to secure the corner of a panel & install the ‘Fiddling’ plaque while there.

‘Unity Mural’: Minor painting across the bottom and brighten the flag.

‘Mayors of Pembroke’: Mayor Metcalf’s portrait needs replacing. Pam to order with *no rush* added.

‘Pioneers of Pembroke’: Paint more of the lower frame.

‘A Century of Service’: Jane reminded us that the bottom of the wheelchair needs repair.

Souvenirs Inventory:

April 30th, Dennis, Jane & Pam went to Giant Tiger second floor where the bulk of PHM’s souvenirs are stored. We retrieved a significant amount of postcards, all the **‘Old Time Fiddling & Stepdancing’** prints, and twenty **‘Pembroke’s Swallows, Canada’s Capistrano’** limited edition prints. Claudia, our Parks & Recreation representative received all the ‘Fiddling’ prints [approx.250]:1200 postcards: 150 **‘Pembroke Farmers Market Since 1890’** history booklets. All are to be given away at Parks & Rec. events. Mayor Gervais received ten ‘Swallow’ prints to be used as gifts for visitors.

Subsequently, an inventory list was made for souvenirs left at Giant Tiger and souvenirs Pam has on hand at home. ***Thank You, to Lou Hammill*** and his Staff for their support and assistance with storing and retrieving souvenirs.

Dennis delivered 75 Guidebooks to Supples Landing Retirement Residence. Jane delivered 24 each to Miramichi Lodge, Carefor Civic Complex & Algonquin College.

Ed spoke about the City now in discussions about Pembroke’s Bi-Centennial in 2028. Would PHM plan another mural? Is there a project PHM could plan for this event? Dennis came across a late 1800s / early 1900s photo of a boys’ band: the last of its kind in Pembroke. He will bring it to July’s meeting for discussion.

Dennis, Jane & Pam will retrieve paints & supplies from storage after this meeting.

Adjourn: 2:45pm

Next Meeting: July 2nd

No meeting in August

Touring murals is a safe activity

Pembroke Police Services Board Meeting – Draft Minutes

City Hall, Council Chambers
Pembroke, Ontario
January 30, 2025
2:00 p.m.

Present:

Ron Gervais, Mayor
Patricia Lafreniere, Councillor
Christine Reavie
Michael St Jean
Dez Bair-Patel

Also Present:

Inspector Stephan Neufeld, OPP
Staff Sergeant – Operations Manager MaryAnn MacNeil, OPP
Victoria Charbonneau, Recording Secretary

Prior to calling the meeting to order the current Chair stated that as this is the first meeting of the year, per process, election of Chair and Vice-Chair must take place. Chair Gervais vacated the seat of the Chair. Recording Secretary Charbonneau assumed the Chair to conduct the election/appointment of the Chair and Vice-Chair positions for 2025.

1. Election of Chair and Vice Chair

The Secretary of the Pembroke Police Services Board called for nominations for the position of Chair for 2025. Ron Gervais was nominated and there were no further nominations.

Motion:

Moved by Michael St. Jean

Seconded by Pat Lafreniere

That Ron Gervais be appointed to the position of Chair of the Pembroke Upper Ottawa Valley OPP Detachment Board for the year 2025.

Carried

The Secretary of the Pembroke Police Services Board called for nominations for the position of Vice-Chair for 2025. Christine Reavie was nominated and there were no further nominations.

Motion:

Moved by Michael St. Jean

Seconded by Pat Lafreniere

That Christine Reavie be appointed to the position of Vice Chair of the Pembroke Upper Ottawa Valley OPP Detachment Board for the year 2025.

Carried

Ron Gervais assumed the Chair.

2. Land Acknowledgement**3. Call to Order**

The Chair called the meeting to order at 2:04 p.m.

4. Disclosure of Pecuniary Interest & General Nature Thereof

There were no disclosures of pecuniary interest.

5. Approval of Agenda**Motion:**

Moved by Michael St. Jean

Seconded by Dez Bair-Patel

That the agenda of the Pembroke Police Services Board meeting of January 30, 2025, be approved as presented.

Carried

6. Minutes

- Receive minutes of October 29, 2024

Motion:

Moved by Christine Reavie

Seconded by Pat Lafreniere

That the minutes of the Pembroke Police Services Board meeting of October 26, 2023, be received as circulated.

Carried

7. Presentation**8. OPP Report**

- Quarterly Report (October – December 2024)

Acting Inspector McNeill provided an update and noted the following items regarding public outreach:

- Meetings with the public regarding silver stick
- Presentation about online safety and cyber bullying at local schools
- There was also a cruiser tour etc.
- Festive ride throughout the month of December and January – total
- Warming Centre opened on the 6th and MCERT is doing a regular walk through and assisting MCERT in being there on a regular capacity.
- Presentations on careers in policing at local high schools were conducted.

Discussion was had and the following points were highlighted:

- Good news in attendance and involvement in community initiatives
- Questions about billable hours, with all the community service initiatives. It was responded that these initiatives were proactive and not included in billable calls for services hours. The initiatives are already paid for through the provincial envelope.

Inspector Neufeld presented the Q4 report as attached in the January 30, 2025, meeting agenda package. The overview can be captured in totality by viewing the YouTube recording of the meeting at a time stamp of approximately 2:15 p.m.

- Page 20 – violent crime highlights – saw a 16% drop in 3rd quarter.
- The detachment is hopeful the decline will continue, it is hypothesized that it is the lowest number in recent years.
- Property Crime (p. 16/23) – property crime – report for Q4 shows a very successful 24% reduction in property crime which translates to a year end reduction in almost 10% which can be considered a great start for 2025.
- Page 12/23 – mental health calls gave increase year to date which translates to approximately 1 a day.
- The mental health calls continue to increase, and the detachment is continuously working to address these situations. Strategies on how to address and target these calls in a proactive and attentive manor is being actively worked on.
- Page 10/23 – year to date saw a slight uptake on drug crime the detachment has been in discussions with the street crime unit and there are potential targets for 2025 as far as ongoing issues that are concentrated in the downtown that in conjunction with OPP increased visibility in the downtown.
- It was noted that Council has asked for more hours of foot patrol in downtown core the detachment is working actively to appropriately log hours and meet 5-10% increase the OPP aim to support that request.
- As of January 25, 2025, the detachment is on target and anticipated to exceed by end of month reporting.
- A mid-year review will be done and a year end review with PBIA.
- Also, for consideration, if there is an increase in service in one area, there has to be a decrease in service in other areas without as much priority within the community.

Discussion was had and the following points were highlighted:

- Strategies for increased officer presence at the Pembroke Court House are being actively worked on
- OPP as stakeholders are collaborating with community health committees to information share and participate in discussion about how to mitigate social challenges pertaining to addictions in Pembroke.
- During the meeting, no stats can be presented until they are approved by headquarters.
- Community wellness plan – what are the reporting mechanisms and/or next steps?
- After reviewing the issues on the plan, the board can review and identify goals 2-3 goals and outline for 2025 that the Board is going to do promote some public service announcements and/or outreach elements that the board wants to push/champion. The commander highlighted domestic violence is a significant concern in the community based on current statistics.

- Next traffic campaign is snowmobile safety for the month of February.
- The Board was asked if there is a specific guest speaker/item they wished to have present at a future meeting to let the Inspector know and assistance in coordinating an appearance to the Board could be arranged.
- Ideas were discussed about hosting/streaming of the meeting with the anti-rackets speaker at areas like the library, Kiwanis Club and/or Pembroke Seniors Centre would be a good fit.

Direction: The Board requests that Inspector Neufeldt provide some examples of domestic violence public service announcements and/or public information items that the board could potentially sponsor.

a. 2025 Meeting Schedule

Recording Secretary Charbonneau reviewed the report.

Moved by Pat Lafreniere

Seconded by Michael St. Jean

That the PSB accept the 2025 meeting schedule as presented.

Carried

9. Correspondence

10. Date of Next Meeting

The next meeting is scheduled for May 21, 2025, beginning at 1:00 p.m.

11. Motion to Adjourn

Motion:

Moved by Christine Reavie

Seconded by Dez Bair-Patel

That the January 30, 2025, Pembroke Police Services Board meeting adjourns at 3:21 p.m.

Carried

Chair

Recording Secretary

By virtue of the power vested in me

I Do Hereby Declare

June 21, 2025

as

National Indigenous Peoples Day

in the City of Pembroke.

Whereas the Government of Canada acknowledges June as National Indigenous History Month, and June 21st as National Indigenous Peoples Day as a way to honour the history, heritage, and diversity of Indigenous peoples in Canada, as well as to recognize the strength of present-day Indigenous communities; and

Whereas The Indigenous peoples of Canada have made, and continue to make valuable contributions to Canadian society and it is considered appropriate that there be, in each year, a day to mark and celebrate these contributions and to recognize the different cultures of the Indigenous people of Canada; and

Whereas National Indigenous Peoples Day is a wonderful opportunity to become better acquainted with the cultural diversity of First Nations, Inuit and Métis peoples and to discover the unique accomplishments of Indigenous Peoples; and

Whereas the City of Pembroke is a community that celebrates its cultural diversity.

Therefore, be it resolved that I, Ron Gervais, Mayor of the City of Pembroke, do hereby proclaim June 21, 2025, as “National Indigenous Peoples Day” in the City of Pembroke and urge all residents to take this opportunity to celebrate and recognize the contributions of the Indigenous peoples to our communities and country.

Dated in the Mayor’s Office this 17th day of June 2025

Ron Gervais
Mayor, City of Pembroke

By virtue of the power vested in me

I Do Hereby Declare

June 30, 2025

as

Indigenous Survivors Day – National Blanket Ceremony Day

in the City of Pembroke.

Whereas the City of Pembroke recognizes the historical injustices endured by Indigenous peoples due to colonization, forced assimilation, and systemic injustices; and

Whereas Indigenous Survivors Day – National Blanket Ceremony Day, on June 30th, provides an opportunity to acknowledge the resilience, strength and cultural heritage of Indigenous communities who have persevered through historical traumas, providing a time of recognition and remembrance; and

Whereas designating June 30th as Indigenous Survivors Day – National Blanket Ceremony Day creates a platform for healing, education, and dialogue, raising awareness about the unique struggles faced by Indigenous peoples; and

Whereas this observance serves as a solemn reminder for the ongoing challenges faced by Indigenous communities and highlights the importance for supporting their cultural heritage and promoting understanding; and

Whereas by implementing Indigenous Survivors Day – National Blanket Ceremony Day on June 30th, the City of Pembroke demonstrates its commitment to honouring Indigenous survivors, promoting healing, and building a more equitable and inclusive city.

Therefore, be it resolved that I, Ron Gervais, Mayor of the City of Pembroke, do hereby proclaim June 30, 2025, as “Indigenous Survivors Day – National Blanket Ceremony Day” in the City of Pembroke.

Dated in the Mayor’s Office this 17th day of June 2025

Ron Gervais
Mayor, City of Pembroke

The Corporation of the City of Pembroke

By-law Number 2025-53

Being a by-law to appoint Municipal By-law Enforcement Officers to enforce parking provisions in the parking lots associated with 58 Pembroke Street West, 120 Lake Street, 227 Lake Street, and 185 Prince Street.

Whereas the Community Safety and Policing Act, 2019 provides for prescribed policing providers that shall provide the policing function in an area in accordance with the standards for adequate and effective policing including law enforcement and maintaining the public peace;

Whereas the Community Safety and Policing Act, 2019 states a “prescribed policing provider” means a public sector body which includes a municipality; and

Whereas Section 227 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes the appointment of such officers and employees as may be necessary for the purposes of the municipal corporation to carry out other duties required under this or any Act and other duties assigned by the municipality;

Now Therefore the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That the following persons are hereby appointed as a Municipal By-law Enforcement Officers in the City of Pembroke for the purpose of upholding the City of Pembroke’s Parking By-law 2024-24 and its amendments and for the issuing of parking tickets only for the parking lots associated with 58 Pembroke Street West, 120 Lake Street, 227 Lake Street, and 185 Prince Street:
 - Jennifer Bayers
 - Kevin Morton
2. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to enter into an agreement marked as Appendix “A” with Arif Enterprises Inc. allowing Jennifer Bayers and Kevin Morton to write and issue parking tickets for 58 Pembroke Street West, 120 Lake Street, 227 Lake Street, and 185 Prince Street.
3. That By-law number 2025-37 and any other by-law inconsistent with the provisions contained in this by-law are hereby repealed.
4. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 17th Day of June 2025

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

Appendix “A” to By-law 2025-53

This Agreement made this 17th day of June, 2025.

Between: The Corporation of the City of Pembroke

 hereinafter called “the City”;

And: Arif Enterprises Inc.

 hereinafter called “Arif Enterprises Inc.”,

Whereas Arif Enterprises Inc., Owner, wishes to write and issue parking tickets for vehicles parked in the parking lot of the properties municipally located at 58 Pembroke Street West, 120 Lake Street, 227 Lake Street and 185 Prince Street;

And whereas the City agreed, by By-law 2025-52, to permit and appoint Jennifer Bayers and Kevin Morton, the right to issue parking tickets for the parking lots associated with 58 Pembroke Street West, 120 Lake Street, 227 Lake Street and 185 Prince Street only;

Now therefore it is agreed between the parties as follows:

1. Jennifer Bayers and Kevin Morton will be permitted to issue parking tickets for the parking lots at 58 Pembroke Street West, 120 Lake Street, 227 Lake Street and 185 Prince Street subject to the following conditions:
 - a) Jennifer Bayers and Kevin Morton shall be designated by By-law as a By-law Enforcement Officer permitted to ticket vehicles at 58 Pembroke Street West, 120 Lake Street, 227 Lake Street and 185 Prince Street;
 - b) Jennifer Bayers and Kevin Morton shall prepare for and attend Provincial Offences Court as required;
 - c) Jennifer Bayers and Kevin Morton shall deal with any complaints regarding the parking tickets issued at 58 Pembroke Street West, 120 Lake Street, 227 Lake Street and 185 Prince Street;
 - d) Arif Enterprises Inc., Owner, shall provide a progress report to the Planning and Development Department on a quarterly basis;
 - e) Arif Enterprises Inc., Owner, shall pay the cost of purchasing tickets in the prescribed form;
 - f) Arif Enterprises Inc., Owner, shall erect signage which indicates the fine structure of the parking tickets;
 - g) Arif Enterprises Inc., Owner, shall notify the Director of Planning, Building and By-law Enforcement immediately if there are any changes associated with the person(s) issuing the tickets; and
 - h) All revenues from the parking tickets issued at 58 Pembroke Street West, 120 Lake Street, 227 Lake Street and 185 Prince Street shall be retained by the City of Pembroke.

2. TERMINATION:

Either party may terminate this agreement by giving sixty (60) days prior written notice.

The Parties have executed this Agreement this 17th day of June, 2025.

The Corporation of the City of Pembroke

David Unrau
Chief Administrative Officer

Ron Gervais
Mayor

“We have the authority to bind the Corporation



Ashraf Arif
Arif Enterprises Inc.
Synercapital Asset Management
1376 Bank Street, Suite 500
Ottawa, Ontario K1H 7Y3

Certificate Of Completion

Envelope Id: 7EA9F046-8102-4B94-A0FB-8ABD4AE33F0E

Status: Completed

Subject: Complete with Docusign: Parking Agreement to Issue Parking Tickets Arif Enterprises Inc. for 5...

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Synercapital

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In Person Signer Events

Signature

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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

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Carbon Copy Events

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Witness Events

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Notary Events

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Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/4/2025 11:36:47 AM

Certified Delivered

Security Checked

6/6/2025 5:22:52 PM

Signing Complete

Security Checked

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- ii. send us an e-mail to larnett@synercapital.ca and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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The Corporation of the City of Pembroke

By-law Number 2025-54

A by-law to amend By-law 2020-05 of the Corporation of the City of Pembroke, being a by-law to regulate the use of lands and the character, location and use of buildings and structures in the City of Pembroke.

Whereas Section 34 of The Planning Act R.S.O., 1990 provides that by-laws may be passed by a Municipal Council for restricting the use of lands and the erection or use of buildings except as provided for in such by-laws; and

Whereas the Council of the Corporation of the City of Pembroke did, on the twenty-first day of January, 2020, pass By-law 2020-05 to provide for the use of lands and the character, location and use of buildings and the said By-law has, from time to time, been amended; and

Whereas it is deemed expedient to further amend the said By-law;

Now Therefore the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That By-law 2020-05 of the Corporation of the City of Pembroke be amended by the addition to Section 9.4 thereof the following:

Section 9.4(2) Local Commercial-2 – C1-2

Notwithstanding any provisions of this By-law to the contrary, the properties which are located in the C1-2 zone, municipally known as **268 Isabella Street** and more particularly described as PLAN 17 BLK U LOT 7 may be developed in accordance with the following provisions:

- i) Permitted uses: Art Gallery
Convenience Store
Dwelling units above ground floor non-residential uses
Office
Personal Services Establishment
Studio
Retail Store
- ii) Zone provisions shall be in accordance with Section 9.2, excepting the following:
 - f. Minimum Interior Side Yard Setback – Where an interior side yard abuts a residential zone (East) – 7.35ft
 - f. Minimum Interior Side Yard Setback – Where an interior side yard abuts a residential zone (West) – 12.45ft

2. That Schedule 'A' to By-law 2020-05 of the Corporation of the City of Pembroke be amended to show the property described as PLAN 17 BLK U LOT 7 as a "C1-2" zone in place and instead of a "C1-7" zone. The property which is rezoned is shown as the blue-highlighted area on Schedule 'A' attached hereto.
3. That By-law 2020-05 of the Corporation of the City of Pembroke be amended by the deletion of the existing Section 9.4(7), to be replaced with Section 9.4(7) C1-7 (Reserved for Future Use).

4. This By-law shall be circulated in the manner provided for by the regulations enacted pursuant to Section 34(18) and (19) of The Planning Act R.S.O., 1990. In the event that no objection is filed within 20 days of the date of giving written notice, this By-law shall come into force and take effect. In the event that any objection to the approval of this By-law is filed within the required time period, this By-law shall be submitted to the Ontario Land Tribunal (OLT) for approval and shall come into force and take effect only upon the approval of OLT, as evidenced by the issuance of its formal order in that respect.

Passed and enacted this 17th day of June, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

This is Schedule 'A' to By-law 2025-54 of the Corporation of the City of
Pembroke, passed this 17th day of June, 2025.

Mayor

Clerk

Subject property to be rezoned from a “Local Commercial-7 – C1-7” zone to a
“Local Commercial-2 – C1-2” zone:



The Corporation of the City of Pembroke

By-law Number 2025-55

A By-law to adopt a Flexible Work Arrangement Policy for The Corporation of the City of Pembroke

Whereas the *Municipal Act*, S.O. 2001, Chapter 25, Section 224, provides the authority for municipalities to develop and evaluate the policies and programs for the municipality and to ensure that administrative practices and procedures are in place to implement the decisions of Council; and

Whereas the City of Pembroke recognizes the importance of supporting employee wellness, work-life balance, productivity, and staff retention through flexible working arrangements; and

Whereas the Corporation of the City of Pembroke has conducted a pilot project on flexible working arrangements from July 1, 2024 through to June 30, 2025, with positive results reported in terms of employee satisfaction, operational performance, and service delivery; and

Whereas the Council of the Corporation of the City of Pembroke deems it appropriate and necessary to adopt a formal policy to make flexible working arrangements a permanent option for eligible employees;

Now Therefore the Council of the Corporation of the City of Pembroke enacts as follows:

1. That the Corporation of the City of Pembroke adopts the attached policy hereto and forming a part hereof as Schedule “A”.
2. The Chief Administrative Officer and the Human Resources Coordinator are authorized to administer and monitor the implementation of the Flexible Working Arrangements Policy.
3. That this by-law shall come into force and take effect on the date of passing.

Passed and Enacted this 17th Day of June, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk



Corporate Policy

Policy: Flexible Working Arrangement Policy
Main Contact: Arin Crinnion
Last Revision: June 2025

Policy Statement

At the City of Pembroke, we recognize the importance of providing employees with flexible working arrangements that support work-life balance, enhance productivity, and foster inclusivity. This policy establishes guidelines for requesting, implementing, and managing flexible work schedules while ensuring business continuity and operational effectiveness.

Purpose

The purpose of this policy is to provide a structured framework for flexible working arrangements at the City of Pembroke. By offering employees the ability to adjust their schedules, the policy aims to enhance work-life balance, boost productivity, and promote inclusivity. At the same time, it ensures that essential operations continue uninterrupted, maintaining business continuity and operational effectiveness. This framework outlines clear guidelines for requesting, implementing, and managing flexible work schedules, ensuring that both employee well-being and the city's performance are prioritized. Flexible Working Arrangements plays a role with employee retention and attraction.

Application

Participation in the Flexible Working Arrangement program is voluntary for eligible employees.

Definitions

Hybrid Work: Employees may perform job responsibilities from an approved location outside municipal offices on a hybrid basis. Maximum two (2) days.

Flexible Work Hours: Employees may adjust their work schedule within core business hours to accommodate personal or professional needs. Core business hours are 9:30am - 2:30pm.

Compressed Work Weeks: Employees may work their regular hours over fewer days (e.g., a full-time employee can work longer hours or reduce their lunch and eliminate the two 15

minutes breaks to work their hours over nine (9) days to have one (1) day off during the pay period).

Procedures

Subheading

For Employees

- **Requesting Flexible Work:** Employees should submit a formal request outlining the type of flexibility they seek, such as changes to work hours, hybrid, or compressed.
- **Eligibility:** Employees must have worked for six (6) continuous months before requesting flexible work arrangements.
- **Communication:** Employees should discuss their needs with their manager and ensure their request aligns with company policies.
- **Adapting to Changes:** Employees must remain productive and responsive while working flexibly, ensuring their work meets expectations.

For Managers

- **Handling Requests:** Managers should review requests fairly and in a reasonable timeframe, consulting Human Resources.
- **Policy Compliance:** Managers must ensure flexible work arrangements comply with company policies and legal obligations.
- **Supporting Employees:** Managers should provide clear guidelines and expectations to help employees succeed in their flexible roles.
- **Monitoring Performance:** Regular check-ins and performance evaluations can help ensure flexible work arrangements remain effective

Exclusions

CUPE Local 24, hourly paid employees that are not listed in the Letter of Understanding.

Probationary employees or employees who have accepted a promotion and in a familiarization period.

In accordance with the original Letter of Agreement with CUPE, flexible work arrangements are available to eligible salaried office staff. Employees must have successfully completed

their probation period, and the nature of their position must support remote or flexible work (e.g., roles requiring on-site presence, such as front desk duties, are not eligible).

References and Related Policies

- 1. CUPE Local 24 Collective Agreement and Letter of Understanding.

Authority

This policy is established pursuant to Section 224 of the *Municipal Act, 2001* which provides the authority for municipalities to develop and evaluate the policies and programs for the municipality and to ensure that administrative practices and procedures are in place to implement the decisions of Council

Monitoring

Updates to this policy will be made as necessary by Human Resources and presented to City Council for approval.

Change History

Policy: Flexible Working Arrangement Policy

Effective Date	Significant Changes	By-Law #
June 17, 2025	Establishment of Flexible Working Arrangement Policy	2025-XX

Appendix A: Flexible Working Arrangement Policy

- Flexible Working Arrangements Information Guide

City of Pembroke

Flexible Work Arrangements

Information Guide



Contents

Introduction	3
Why Flexible Work Arrangements?	3
The Role of Managers	4
The Role of the Employees.....	4
Types of Flexible Work Arrangements	5
Hybrid Work Arrangements	5
Flex-Time	6
Compressed Work Week	7
Who is eligible?	7
Are you ready for a Flexible Work Arrangement?	8
Flexible Work Arrangement Proposal	8
Approval Process.....	8
Next Steps – Assess, Implement, Review	9
Questions and Answers	9
Appendix A:	12
Flexible Work Arrangement Self-Assessment Checklist.....	12
Job Requirements	12
Work Style and Personal Characteristics	13
Personal Expectations and Trade-offs	13
Business Impact on Others	14
Appendix B:	15
Flexible Work Arrangement Proposal	15
Flex-Time/Compressed Workweek	15
Appendix C:	18
Flexible Work Arrangement Proposal	18
Hybrid Work Arrangement	18
Appendix D:	22
Flexible Work Arrangement Assessment Form	22
Appendix E:	24
Flexible Work Arrangement Formal Review Form	24
Appendix F:	26
Health & Safety and Ergonomic Checklist for Hybrid Workers	26

Introduction

The City of Pembroke recognizes that as workplaces continue to evolve, organizations must also evolve to ensure operational excellence without sacrificing the work/life balance of its workforce. Like many leading organizations, the City of Pembroke supports enabling a work culture that is collaborative, engaging, inclusive, and encouraging of flexibility in employee work arrangements and scheduled hours of work whenever possible. Implementing schedule and location flexibility can be beneficial for both Managers and employees. It can improve work/life balance for staff, provide greater flexibility for departments in addressing operational and customer needs, and potentially lead to a greener commute.

Many positions across the City of Pembroke are on-site positions given the nature of our mission to deliver exceptional customer service. Alternative work arrangements may not be suitable for all employees/positions across the Corporation.

Work/life balance is highly personal. It can mean different things to different people at different stages of their lives. Individual priorities may range from juggling family responsibilities, contributing to the community, maintaining health and wellbeing, studying, transitioning to retirement as well as participating in leisure activities.

Employees interested in a Flexible Work Arrangement (FWA) should discuss their particular needs with their Manager. FWA has to make sense from an operational and customer services perspective. They also must adhere to all collective agreements. As such, not all positions or employees are suitable to an FWA.

This guide presents a brief overview of the City of Pembroke's flexible work options. It identifies benefits and expectations to Managers and employees, and is meant to be a guide for you and your Manager when determining which, if any, FWA is a fit for you and your department.

For further information, please speak to your Manager and/or Director.

Why Flexible Work Arrangements?

Flexible work arrangements offer alternative approaches to getting work done through non-traditional work hours, locations, and/or job structures. Flexible work arrangements meet many needs including:

- Increase work/life balance for staff;
- Greater flexibility for departments in addressing operational and customer needs.

Additionally, studies show that FWA can:

- Increase individual and department effectiveness;
- Increase employee morale, engagement and commitment to the organization;
- Foster a positive work attitude;
- Improve employee attendance;
- Promote "green" initiatives;

- Promote cross training with departments;
- Encourage effective use of limited work space.

It is important to note that flexible work arrangements as outlined in this guide are **not** substitutions for, or part of, an accommodations plan for employees. In cases where an employee requests a flexible work arrangement for medical reasons, to accommodate a disability or family status, the City of Pembroke has a duty to accommodate all persons that require accommodation based on a protected ground (to the point of undue hardship). There is a separate process in place to arrange for accommodation related to illness or disability. Please connect with your Manager or Human Resources if you have questions on these requests.

The Role of Managers

Supportive Managers are critical for the successful implementation of FWA. They should:

- Consider all flexible work proposals with an open mind and explore new ways of working;
- Discuss flexible work options with staff and the reasons why flexible work options may or may not be suitable to their department;
- Be aware of the policy and procedures and collective agreements that may influence decision-making;
- Ensure workloads are managed and the team remains supportive and cohesive while implementing FWA;
- Document and regularly review FWA to ensure they benefit both the employee and the City of Pembroke; and
- Model a healthy work/life balance as much as possible – employees often follow the work style of their immediate Manager.
- Perform regular wellness check-ins.

The Role of the Employees

All employees play a vital role in making FWA work. Employees need to:

- Develop an FWA proposal that addresses department needs first and the impact it may have on the productivity of others;
- Understand that not all flexible work options are suitable;
- Ensure effective implementation of the FWA by planning and prioritizing work, communicating with Managers and colleagues;
- Be able to adjust to changing business needs (eg. An employee who normally works a reduced work week may need to work more hours in any given week to meet a project deadline or other business need such as vacation coverage);
- Regularly review arrangements with their Manager to ensure it remains mutually beneficial;
- Communicate any challenges or concerns regarding their FWA schedule or the program in general to their immediate supervisor; and
- Work together with co-workers to determine a solution if two individuals are requesting the same or similar FWA and both cannot be accommodated.

Types of Flexible Work Arrangements

The job and employee characteristics listed below are examples only and can differ from department to department, or position to position. It is recommended that Managers and employees review the self-assessment form to assist in determining if an FWA is a fit for the employee and the department.

Hybrid Work Arrangements

Hybrid work allows for a portion of an employee's job to be performed off-site, usually at the employee's primary residence. Since the employee must be accessible and the employee is required to devote their full time and attention to their assigned tasks, hybrid work is not a substitute for childcare or eldercare. The maximum number of days an employee can work remotely during the trial period is up to 2 days. Hybrid work is to be conducted during normal business hours of operation.

Characteristics of jobs that work successfully by working on a hybrid arrangement may include:

- Work that is project-based and results are measurable;
- Work that can be sent to and from the employee's home with ease, speed and confidentiality;
- Work that involves a high percentage of work that can be performed from an alternative location;
- Work that requires very little need for face-to-face contact with Managers, clients, members of the public, other employees, etc.
- Work that requires minimal access to equipment, materials, files, etc. that are situated only at the workplace;
- Security requirements of the job can be met from a remote location;
- Confidentiality requirements of the job can be met from a remote location.

Employees suited to working a hybrid arrangement are;

- Independent;
- Do not require constant supervision or feedback;
- Do not have a high need for continual social interaction or being with others – they can handle solitude;
- Are proven job performers;
- Are self-motivated, well-organized, and disciplined in their approach to work;
- Share mutual trust with Managers and Supervisors;
- Can make the appropriate childcare or eldercare arrangements;
- Are able to mentally separate their office from the rest of their home, and the demands of work, from the demands of family;
- Have a good understanding of their own job requirements;
- Are familiar with their work, their organizational culture and, and their co-workers – employees may be less likely to assist a person working from home if they don't know them and the person at home may be less likely to contact someone they don't know;

- Have a suitable home office, one that is well-equipped with the right tools, technology, is safe, quiet and ergonomically sound.

For hybrid workers on an approved hybrid work arrangement, the following will apply:

- Any travel expenses are subject to reimbursement under the City of Pembroke's Expense Reimbursement Policy. Mileage will be paid from either the hybrid worker's home or their alternative work location as outlined in their flexible work arrangement, whichever is less;
- Provide or secure their own utilities including but not limited to furniture, lighting, heating, internet, telephone, printer supplies, or any other amenities required to perform work;
- The City of Pembroke will not be held liable for any damages to a hybrid worker's property or any injuries to family members, visitors or others in the hybrid worker's home'
- It is the hybrid worker's responsibility to consult with an insurer for any coverage implications due to working remotely. The hybrid worker must certify they have home insurance if their alternative work location is in their home.

Flex-Time

Flex-time allows employees to adjust the start and end times for their work day while still working their standard number of hours per week. Flex-time does not reduce the total number of hours worked in a given week, nor should it increase the hours, unless overtime has been approved by the Manager. Flex-time schedules are expected to fall within the core business hours of the department. Core business hours are 9:30am – 2:30pm.

Characteristics of jobs that can work successfully under a flex-time arrangement may include:

- Work that provides direct customer service where extending the standard hours of operation would improve customer service;
- Work that requires minimal contact with customers or co-workers, allowing for work to be completed outside the normal hours of operation;
- Tasks that require a minimum of supervision;
- Work that is project-based.

Employees suited to working flex-time:

- Can arrange their schedules to co-ordinate with the times they are most productive;
- Can adjust their personal demands to match the flex schedule;
- Have a good understanding of their job requirements;
- Are disciplined in their approach to work;
- Are skilled communicators and take the initiative to keep themselves informed.

For flex-time workers on a flexible work arrangement, the following will apply:

- Operational needs, space considerations, and health and safety issues may prevent granting a request for flex-time or requiring modification to a flex-time arrangement;
- Flex-time will not negatively affect the workload or productivity of co-workers either by shifting burdens or creating delays and additional steps in the work flow;
- Be able to adjust to changing business needs.

Compressed Work Week

A compressed work week is one where a full-time employee maintains a base number of hours worked, but over fewer days over a two-week period. For example, a full-time employee can work longer hours or reduce their lunch and eliminate the two 15 minutes breaks to work their hours over nine (9) days to have one (1) day off during the pay period.

Characteristics of jobs that can work successfully under a compressed work week arrangement may include:

- Work that is project-based with flexible deadlines;
- Tasks that require minimum supervision;
- Job requirements can be scoped to fit this flexible work arrangement;
- Coverage can be arranged on each other's off days.

Employees suited to working compressed work weeks:

- Are organized to complete all required tasks in the compressed schedule;
- Strong communication skills with peers and Manager;
- Excellent time-management and planning skills;
- Strong team-building and team-maintenance skills;
- Can control when their work gets done in terms of hours and days.

For compressed work week workers on a flexible work arrangement, the following will apply:

- Daily hours exceeding five (5) require a minimum of 30 minutes for an eating period free from work;
- Operational needs, space considerations, and health and safety issues may prevent granting a request for compressed work week or requiring modification to a compressed work week arrangement;
- Compressed work week will not negatively affect the workload or productivity of co-workers either by shifting burdens or creating delays and additional steps in the work flow;
- Be able to adjust to changing business needs.

Who is eligible?

All full-time/contract employees who have completed their probationary period or 6 months of continuous employment. Employees are encouraged to complete an FWA self-assessment to help guide them with this decision-making process. (See Appendix A)

Since FWA must adhere to collective requirements, not all unionized staff are able to work an FWA. Please speak with your Manager to help determine if your position may be able to adopt an FWA.

Flexible work arrangements for new employees will be assessed during the onboarding and probationary period to ensure employees are supported in building confidence, connectivity and organizational competency, as well as having the opportunity to demonstrate an understanding of the roles and responsibilities required to successfully perform their duties.

Are you ready for a Flexible Work Arrangement?

Before requesting a flexible work arrangement, employees should take some time to consider their specific needs as well as those of their team. Not every employee or every position is suitable for a flexible work arrangement, if any. The FWA self-assessment will help identify options, obstacles and the required support as well as consider personal and business implications. The self-assessment will also assist employees in completing the formal FWA proposal. (See Appendix A)

Flexible Work Arrangement Proposal

An employee who wishes to request a flexible work arrangement must prepare and submit an FWA proposal. This would only be done once they have reviewed the City of Pembroke's FWA policy and procedures as well as completed the self-assessment. It is recommended that before completing the FWA proposal, employees speak with their Manager to determine if any option is not feasible due to their role and/or the department's business requirements. There is an FWA proposal template for each type of flexible work arrangement offered by the City of Pembroke. (See Appendices B and C)

Approval Process

Once an employee has completed the appropriate FWA proposal form, they should set up a meeting with their Manager to discuss it. The meeting should be set for a time that will provide the opportunity to review the proposal without interruptions or the need to rush. Don't expect an answer immediately. Leave the proposal with the Manager to review. Managers will review the proposal and follow the FWA Assessment Form to help make a decision on the application. (see Appendix D)

If the Manager has questions or concerns about the proposal, employees should indicate that they will take the feedback, review it and set up a meeting with the Manager in a few days. Once the employee has had time to digest the feedback, they should honestly assess the information from a variety of points of view (i.e. Manager, co-workers, the customer, the City of Pembroke). Determine how to address these concerns in a manner that is beneficial to all concerned. Modify the proposal to reflect these changes and present it to the Manager at the next meeting.

Once the Manager has reviewed the proposal after questions or concerns have been addressed, the Manager is to provide the proposal to Human Resources for review and feedback.

The final decision to allow or deny an employee's proposal is at the Director level and is based on a recommendation from the Manager/Supervisor with consultation from Human Resources. When making a decision, the Director will consider both the impact on the department, including service delivery and other members of the team. Not all arrangements will work for every employee or position.

If the arrangement is approved, the Manager and the employee will complete the FWA proposal trial period authorization. The trial periods length and any special considerations are also noted.

Trial periods are for a minimum of 90 days. The Manager and employee will also negotiate a starting date for the flexible work arrangement.

If your proposal is denied, the Director will provide a business reason and document this on the employee proposal. There may be an opportunity to revisit your request at a later date if circumstances change.

Next Steps – Assess, Implement, Review

Flexible work arrangements involve a continuous process of assessing, implementing and reviewing. Individual circumstances and business requirements change. As such, flexible work arrangements should be reviewed regularly to ensure they are working out for both the employee and the department. Managers and employees must review the FWA prior to the end of the trial period and complete the Final Agreement section on the FWA proposal. Managers and employees are also required to review flexible work arrangements at least annually; however, they can be reviewed at any time by the Manager's or employee's request. For non-union employees with an FWA, it will be included as part of the annual Performance Appraisal process.

Prior to the Performance Appraisal meeting, both the Manager and employee should review the original FWA proposal and come prepared to discuss its success, as well as what is not working. They should also discuss what changes, if any, may need to be made. An FWA Formal Review form must be completed together and forwarded to Human Resources. (See Appendix E)

Questions and Answers

What is a flexible work week?

A flexible work week is any working arrangement or schedule that differs from an employee's normal hours, days or location of work.

What types of flexible work arrangements are available?

The City of Pembroke offers the following flexible work arrangements: flex-time, compressed workweek and hybrid work arrangements. All flexible work arrangements are subject to operational and customer service requirements and collective agreements. At this time, only one flexible work arrangements may be implemented and not a combination of multiple arrangements on an ongoing basis.

How do I know if my job would allow for a flexible work arrangement?

Careful consideration must be given to your job responsibilities and/or the hours worked to ensure service delivery and operational requirements are met. If you are thinking about requesting a flexible work arrangement, complete the self-assessment form to help determine what type of flexible work arrangement would be best suited for you and your job requirements. Also speak with your Manager to determine what your department's specific needs are.

What if a flexible work arrangement is not feasible?

Not all requests for a flexible work arrangement can be approved. The individual, the position and/or the department may not be well suited for a flexible work arrangement.

Can my flexible work arrangement end or be changed?

Yes. Flexible work arrangements can be ended any time during the trial period. The City of Pembroke may terminate the arrangement if deemed necessary with no notice if the situation warrants. Flexible work arrangements are approved by your Manager and Director and must be formally reviewed at least annually to ensure that it is working for everyone using the FWA Formal Review Form.

Who approves the flexible work arrangement?

Your Manager reviews the proposal and with consultation from Human Resources, provides a recommendation to your Director who will approve or deny your proposal and share the rationale with you. Directors have the final say. There is no appeal process.

What criteria will be used to approve a flexible work arrangement?

Directors will consider how the department and operational goals can be met with flexible work arrangements in place. Service delivery, financial impacts, risks and the effect on other team members should also be considered. Managers and Directors can use the Assessment Form as a guideline.

What if I have an informal flexible work arrangement in place now?

Any arrangement that is longer than 30 days must be formalized. You should complete the appropriate FWA proposal and submit it to your Manager.

Do infrequent or emergency flexible work arrangements need to be approved and documented?

Only flexible work arrangements that are longer than 30 days need to be approved and documented.

Will I be able to change the flexible work arrangement if my situation changes?

Yes. A minimum of two weeks' notice is required; however, as much notice as possible is appreciated as others may be affected by the change in your work schedule.

Can a Manager request a change to an employee's flexible work schedule once it has been approved.

Yes. A Manager may require an employee to temporarily change their flexible work arrangement when unforeseen business conditions arise. For example, an employee is required to attend a meeting at 4:00 p.m. when their flex schedule sees them leave at 3:30 p.m. If a Manager requires an employee to permanently change their schedule, reasonable notice will be provided based on the circumstances.

Does the Employment Standards Act (ESA) apply to flexible work arrangements?

Yes. All flexible work arrangements must satisfy all employment standards under the Act.

Will I be required to attend prescheduled staff meetings, events and/or training courses if they conflict with my proposed flexible work arrangement?

Yes. You will be required to attend prescheduled staff meetings, events and/or required training courses.

If my request is denied, is it acceptable to apply again at another time?

Yes. An employee should discuss with their Manager and/or Director when a good time to re-apply would be.

My friend and I work in the same department. They recently proposed a flexible work arrangement and was approved. I proposed a flexible work arrangement but was turned down. Is this fair.

Flexible work arrangements are not an across-the-board benefit for employees.

Managers/Directors know the operations of their departments best and are responsible for the final decisions on how to get the work accomplished. Responsibilities, service delivery, team structure and work performance are all taken into consideration.

I am an office worker and a statutory holiday falls on a day that I am scheduled to work compressed hours. How will this work?

You must make up the difference in time or submit a vacation leave request for the additional time difference between any designated holiday hours and your compressed workday hours. Your collective agreement specifies what your designated holiday is worth (for example 7 or 8 hours). You must establish your make-up time in writing prior to the stat day with your manager.

I submitted a flexible work proposal and haven't heard back from my Supervisor. How long will this review take?

The City of Pembroke has not established standard response time for a Supervisor to respond to a proposal in consideration of schedules of all parties, and various complexity of the proposals that may be received. Work priorities may make it difficult for a Supervisor to give a proposal their immediate attention, but we encourage Supervisors to keep employees apprised of the status of their proposal request. Patience and understanding are encouraged for all parties as you work through the process together.

Appendix A:

Flexible Work Arrangement Self-Assessment Checklist

This checklist will help you consider whether you and your job are compatible with a particular flexible work option. There are statements in each of four categories:

- Job requirements
- Work style and personal characteristics
- Personal expectations and trade-offs
- Business impact on others

Read each statement and select the box before the statement if it is true for you. You can then look across the row to see which flexible work arrangement options are most likely to be compatible with those statements you feel apply to you. Alternatively, if you have a particular arrangement in mind, you can focus on those statements for which there is a dot in the column of the flexible work option in which you are interested. The statements are based on success factors for each option - the more matches you have, the more suited you are for that option. A very low number of selected boxes suggests you may need to revisit and redesign your flexible work arrangement to better fit your work style or job requirements. This checklist is meant as a guide and not an absolute "yes/no" decision maker.

Job Requirements

	Job Requirements	Flex-Time	Hybrid Work Arrangement	Compressed Workweek
	My job requirements will allow me to shift my work to earlier or later hours.	•		
	My job has independent, task focused work.	•	•	
	I can provide others with information they need while on this flexible work arrangement.	•	•	•
	I can obtain the information I need to do my work while on this flexible work arrangement.	•	•	•
	I can control my workflow and deadlines.	•		•
	I can attend all regular mandatory/critical meetings and trainings while on this flexible work arrangement.	•	•	•
	My job requirements can be scoped to fit this flexible work arrangement.			•
	I can set an appropriate schedule that will serve customers/clients needs.	•		•
	My job rarely has critical deadlines requiring significant additional hours.			•
	My job does not require face-to-face customer/client or team contact.		•	•
	I have adequate technology/equipment to perform the essential functions of my job away from a company location.		•	
	I have the training and support I need to perform my job while working remotely.		•	

Work Style and Personal Characteristics

	Work Style and Personal Characteristics	Flex-Time	Hybrid Work Arrangement	Compressed Workweek
	I am comfortable making decisions independently.	•	•	
	I function well with limited or no supervision.		•	
	I have strong self-management skills.	•	•	
	I am organized.	•	•	•
	I consistently accomplish work assignments and meet deadlines without constant supervision.	•	•	
	I am highly self-motivated.	•	•	
	I am adaptable and flexible	•	•	•
	I have communication skills strong enough to keep others apprised of my schedule and work processes.	•	•	•
	I am able to work independently during hours I am unsupervised.	•	•	
	I am highly productive and can maintain this arrangement over time.	•	•	•
	I can usually control when my work gets done in terms of hours and days.	•		•
	I can set realistic expectations for myself and others as to what can get accomplished on my schedule.			•
	I know how to delegate tasks and responsibilities as appropriate.			•
	I can be focused and disciplined whether I'm working from home or in the office.	•	•	
	I can perform as well or better working independently.	•	•	
	I am able to work with limited or no face-to-face supervision.	•	•	
	I have excellent organizational, time-management and planning skills.	•	•	•
	I have strong team-building and team-maintenance skills.		•	•
	I am comfortable working away from my colleagues.		•	

Personal Expectations and Trade-offs

	Personal Expectations and Trade-Offs	Flex-Time	Hybrid Work Arrangement	Compressed Workweek
	I can effectively balance my personal and/or family responsibilities and work commitments on this arrangement.	•	•	•
	I understand that business needs may necessitate changing my schedule or work location from time to time, and I accept that fact.	•	•	•
	If I have dependent care responsibilities, there is flexibility in my dependent care options to allow shifts in my work hours or work location as needed.	•	•	•
	I have flexibility in my transportation options to allow changes in my work hours or location.	•	•	•
	I understand the need to attend scheduled face-to-face meetings to develop rapport with colleagues.	•	•	•
	I understand and accept that business needs may necessitate my working on a "day off" on occasion.			•
	I understand that business needs may necessitate my coming to a City of Pembroke location on a remote work		•	

	Personal Expectations and Trade-Offs	Flex-Time	Hybrid Work Arrangement	Compressed Workweek
	<u>day and accept</u> that fact.			
	I have access to an efficient and safe remote workspace free from background noise, household interruptions and distractions.		•	
	If I have dependent care responsibilities, my dependent care options will remain in place during my work hours.		•	
	I am capable of maintaining time boundaries as a hybrid worker - neither getting distracted from work nor ending up working all the time.		•	

Business Impact on Others

	Business Impacts on Others	Flex-Time	Hybrid Work Arrangement	Compressed Workweek
	I can provide quality service to customers/clients while on the proposed flexible work arrangement.	•	•	•
	I have a back-up plan to get my work done when unexpected business needs arise without negatively affecting my co-workers, manager(s) and customers/clients.	•	•	•
	I am prepared to be available, if necessary, when unexpected business needs arise.	•	•	•
	There will be someone to respond quickly to customer/client needs if I am not at work at a City of Pembroke location, without a negative impact on their job performance or personal needs.	•	•	•
	I will devise a communication plan so that my manager, co-workers and customers/clients know my schedule and whom to call for backup when I am not in the office, and I will take responsibility for communicating this plan.	•	•	•

Appendix B:
Flexible Work Arrangement Proposal
Flex-Time/Compressed Workweek

Flexible work arrangements (FWA) are any working arrangements or schedules that differ from your normal hours or days of work. The City of Pembroke supports and encourages flexibility in employee work arrangements whenever possible and practical to do so. All FWA have to make sense from an operational and customer service perspective.

Employee Name:	
Department:	Employee #:
Job Title:	Date Submitted:

Indicate your current work schedule and proposed Flex-Time schedule.

CURRENT WORK SCHEDULE			PROPOSED WORK SCHEDULE		
	Work Hours (eg. 8:00 a.m. - 4:00 p.m.)			Work Hours (eg. 7:30 a.m. - 3:30 p.m.)	
	Week #1	Week #2		Week #1	Week #2
Monday			Monday		
Tuesday			Tuesday		
Wednesday			Wednesday		
Thursday			Thursday		
Friday			Friday		
Saturday			Saturday		
Sunday			Sunday		
TOTAL HOURS			TOTAL HOURS		

How will this proposed work schedule maintain or enhance your ability to get your job done?
(Where possible, highlight opportunities to improve cost effectiveness or customer satisfaction)

Identify any potential barriers that could occur with the following and how would you suggest addressing those barriers.

GROUP	POTENTIAL BARRIERS	HOW WILL I ADDRESS
External Customers		
Internal Customers		
Co-Workers		
Other		

Identify how your work will be completed when you are not in the office (eg. back-up).

TRIAL PERIOD

Employee:

1. I have read and understand the Flexible Work Arrangement policy, procedures and guidelines and agree to the terms and conditions set forth in this proposal/arrangement.
2. I agree to be flexible with my time and adjust my hours of work accordingly to meet business emergencies, operational demands and requirements.
3. I understand that it is my responsibility to make the flexible work arrangement a success.
4. I understand that a trial period will be in place. The City of Pembroke has the right to discontinue this arrangement at any time during this trial period. The flexible work arrangement will only continue beyond the trial period if my director and I enter into a formal agreement upon the successful completion of the trial period.
5. I understand that all my obligations and responsibilities, and terms and conditions of employment with the City of Pembroke remain unchanged.

Employee Signature: _____ Date: _____

Human Resources:

I have reviewed this flexible work arrangement. The proposal is:

- ☐ Approved
- ☐ Denied (please identify the business reasons why the flexible work arrangement was denied)

Human Resources Signature: _____ Date: _____

Director:

I have reviewed this flexible work arrangement with the employee. The proposal is:

- ☐ Approved for a trial period between _____ to _____
- ☐ Approved for a trial period between _____ to _____ with conditions or special arrangements as **outlined below** (eg. Periods of time the employee is not able to participate - year-end, summer etc.)
- ☐ Denied (please identify the business reasons why the flexible work arrangement was denied)

Director Signature: _____ Date: _____

Comments:

Appendix C:
Flexible Work Arrangement Proposal
Hybrid Work Arrangement

Flexible work arrangements (FWA) are any working arrangements or schedules that differ from your normal hours or days of work or location. The City of Pembroke supports and encourages flexibility in employee work arrangements whenever possible and practical to do so. All FWA have to make sense from an operational and customer service perspective. Working remotely is not a substitute for childcare or eldercare.

Employee Name:	
Department:	Employee #:
Job Title:	Date Submitted:

Indicate your current work schedule and proposed schedule.

CURRENT WORK SCHEDULE			PROPOSED WORK SCHEDULE		
	Hours (eg. 8:00am - 4:00pm)	Location		Hours (eg. 8:00am- 4:00pm)	Location
Monday			Monday		
Tuesday			Tuesday		
Wednesday			Wednesday		
Thursday			Thursday		
Friday			Friday		
Saturday			Saturday		
Sunday			Sunday		
TOTAL HOURS			TOTAL HOURS		

What is the rationale for this application?

How will this proposed work schedule maintain or enhance your ability to get your job done? (where possible, highlight opportunities to improve cost effectiveness or customer satisfaction)

Identify any potential barriers that could occur with the following and how would you suggest addressing those barriers.

GROUP	POTENTIAL BARRIERS	HOW WILL I ADDRESS
External Customers		
Internal Customers		
Co-Workers		
Other		

Where will your alternative/home office be located? (Please also provide a description of your home office and complete the Health & Safety and ergonomics checklist)

Identify what precautions you will take to secure information and prevent unauthorized access when working outside of City of Pembroke offices to ensure the integrity and confidentiality of information.

TRIAL PERIOD AGREEMENT

Employee:

1. I have read and understand the Hybrid Work Arrangements procedures and guidelines and agree to the terms and conditions set forth in this proposal/arrangement.
2. I agree to be flexible with my time and adjust my hours of work accordingly to meet business emergencies, operational demands and requirements.
3. I understand that I may be required to return to the City of Pembroke premises on a regularly scheduled hybrid work day should work situations require it.
4. I understand that all hardware, software and other associated costs are my responsibility.
5. I understand that I am required to use telephone technology supplied by the City of Pembroke to ensure seamless communications with City of Pembroke staff and external clients.

- 6. I understand that I must report any injury while working at home to my supervisor immediately or as soon as the circumstances permit.
- 7. I agree to allow an authorized City of Pembroke representative access to my home workspace during prearranged times for business purposes such as, but not limited to: safety inspections, equipment installations and repairs, security assurance and retrieval of City of Pembroke property.
- 8. I understand that it is my responsibility to make the flexible work arrangement a success.
- 9. I understand that a trial period will be in place. The City of Pembroke has the right to discontinue this arrangement at any time during this trial period. The flexible work arrangement will only continue beyond the trial period if my director and I enter into a formal agreement upon the successful completion of the trial period.
- 10. I understand that all my obligations and responsibilities, and terms and conditions of employment with the City of Pembroke remain unchanged.

Employee Signature: _____ Date: _____

Human Resources:

I have reviewed this flexible work arrangement. The proposal is:

- ☐ Approved
- ☐ Denied (please identify the business reasons why the flexible work arrangement was denied)

Human Resources Signature: _____ Date: _____

Comments:

Director:

I have reviewed this flexible work arrangement with the employee. The proposal is:

- ☐ Approved for a trial period between to
- ☐ Approved for a trial period between to with conditions or special arrangements **as outlined below** (eg. Periods of time the employee is not able to participate -year-end, summer etc.)
- ☐ Denied (please identify the business reasons why the flexible work arrangement was denied)

Director Signature: _____ Date: _____

Comments:

Appendix D:**Flexible Work Arrangement Assessment Form**

Decision-Making Criteria	Notes
<input type="checkbox"/> Is the proposal consistent with the department's goals?	
<input type="checkbox"/> What effect will it have on service delivery and clients (internal/external)?	
<input type="checkbox"/> Is it practical? <ul style="list-style-type: none"> • Can responsibilities and workload be adapted to proposed hours of work or schedule? • Will there be coverage to deal with workload and absences? • Will there be sufficient interaction with manager and colleagues? • What will be the proposed participation in team meetings? • What will be the effect on communications? 	
<input type="checkbox"/> What effect will it have on the employee's work-life balance, health and well-being?	
<input type="checkbox"/> How will the arrangement affect colleagues? (consider work organization, efficiency, productivity, allocation of responsibilities)	
<input type="checkbox"/> What is the financial impact? What are the costs? What are the savings? (eg productivity, office space)	
<input type="checkbox"/> What are the potential risks? (eg knowledge management and communication, health and safety, document security)	
<input type="checkbox"/> Are there currently any attendance or performance issues?	
<input type="checkbox"/> Is the request an accommodation under the Ontario Human Rights Code? (talk to HR)	

Next Step (check one of the following)

- ☐ Approve - complete the approval section on the employee proposal form
- ☐ Decline - discuss with employee and provide details of business grounds for denial, record on the employee proposal form
- ☐ Insufficient information - identify gaps in the employee proposal and seek further information

Comments:

Appendix E:

Flexible Work Arrangement Formal Review Form

Flexible work arrangements involve a continuous process of assessing, implementing and reviewing. Individual circumstances change as do business requirements. Managers and employees are required to review flexible work arrangements at least annually, however, they can be reviewed at any time the manager or employee requests. Prior to completing this form, the manager and employee should review the original proposal and any other relevant documentation.

Employee Name:

Department:

Job Title:

Review Type:

(Check one)

☐ Trial Period

☐ Annual

Other:

Manager and Employee to Complete	Notes
<input type="checkbox"/> How well is the arrangement meeting the needs identified in the proposal?	
<input type="checkbox"/> What has been the effect on service delivery and clients (internal/external)?	
<input type="checkbox"/> What is the impact of the arrangement? <ul style="list-style-type: none"> • Are responsibilities and workload appropriate to the hours and location of work? • Are goals and objectives being met? • Are deadlines being met? • Is there sufficient interaction with manager and colleagues? • How is participation in team meetings? • What is the quality of communications? 	
<input type="checkbox"/> How has the arrangement affected colleagues? (consider work organization, efficiency, productivity, allocation of responsibilities)	
<input type="checkbox"/> Has there been unexpected financial impact (eg. costs incurred or cost savings)	
<input type="checkbox"/> What needs to be improved or changed?	
<input type="checkbox"/> What should be recognized or celebrated?	
<input type="checkbox"/> Any additional information?	

Complete one of the following:

- ☐Continue existing arrangement. Review in _____ months. All terms and conditions as set out in the original FWA Proposal remain the same.

- ☐Discontinue the arrangement. (Please identify the business reasons why the flexible work arrangement was discontinued.)

- ☐Modify the existing arrangement as described below. All other terms and conditions as set out in the original FWA proposal remain the same. Review in _____months.

Employee Signature: _____ Date: _____

Director Signature: _____ Date: _____

Appendix F:

Health & Safety and Ergonomic Checklist for Hybrid Workers

Name: _____

Position: _____

Department: _____

Supervisor/Manager: _____

Health & Safety

- | | | |
|--|------------------------------|-----------------------------|
| • Office space is neat, clean and free of hazardous material? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Floor surfaces are clean, dry and free of slip/trip hazards? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Aisles and doorways are free of obstructions? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Temperature, noise ventilation and lighting are adequate? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Cabinets/drawers arranged so they do not open into walkways? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • All electrical equipment is in good working condition? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • All cords are properly secured? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Smoke detectors are in good working condition? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Is there a fire extinguisher in the home? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Is there a first aid kit in close proximity? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Is there a carbon monoxide detector in the home? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Have emergency exits been established and easily accessible? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Ergonomics

- | | | |
|--|------------------------------|-----------------------------|
| • Keyboard and mouse on same platform? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Chair is adjustable? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proper lighting? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Phone within arm's reach? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

It is expected that employees in home offices will follow safe work practices and report any injury or illness that arises out of the course of employment immediately to their Supervisor/Manager.

- ☐ I have included pictures of my home office environment, which demonstrate all health & safety, and ergonomic elements are met.
- ☐ I understand that it is my responsibility to complete this checklist annually and review it with my Supervisor/Manager.
- ☐ I agree to comply with the above health and safety/ ergonomics standards as a part of having a telecommuting arrangement. I also understand that failure to do so may result in termination of the hybrid work arrangement.

Name

Date

Supervisor/Manager

The Corporation of the City of Pembroke

By-law Number 2025-56

A By-law to authorize the entering into of a Transfer Payment Agreement for the Connecting Links Program between His Majesty the King in right of the Province of Ontario and the Corporation City of Pembroke

Whereas pursuant to the *Municipal Act*, S.O. 2001, c.25, as amended, provides the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And Whereas the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that a single-tier municipality may pass by-laws respecting the economic, social and environmental well-being of the municipality;

And Whereas the Municipal Council of the Corporation of the City of Pembroke desires to enter into a Transfer Payment Agreement with the Province of Ontario for the rehabilitation and resurfacing of Highway 41/148 Connecting Link – Mackay Street Southerly to Highway 41.

Now Therefore the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the Transfer Payment Agreement between His Majesty the King in right of the Province of Ontario and the Corporation City of Pembroke; a copy of which is attached and marked as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and Enacted this 17th Day of June, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

("Ontario")

– and –

CORPORATION CITY OF PEMBROKE

(the "Recipient")

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a Highway or part of a Highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the Highway;

AND WHEREAS subsection 21(2) of the Act states that every such Highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25 as amended from time to time, states that a municipality that has jurisdiction over the Highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the Highway or bridge;

AND WHEREAS the Highway named in Schedule "A" to this Agreement is a Highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any Highway or Bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

SECTION 1 **Interpretation**

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

"Act" means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

"Accommodation" refers to measures that are responsive to potential adverse impacts on established or credibly asserted Aboriginal or Treaty rights.

"Adjust the Funds" means Ontario's right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

"Agreement" means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

"Arm's Length" has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

"Auditor General" means the Auditor General of Ontario.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010*, S.O. 2010, c.25 (Ontario).

"Bridge" means a public bridge, and includes a bridge forming part of a Highway on, over, under or across which a Highway passes.

"Business Day" means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

"Communications Protocol" means the protocol set out under Schedule "F" of this Agreement.

"Conflict of Interest" includes any and all circumstances where the Recipient or 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 or this Agreement.

"Connecting Link" means the Highway named in Schedule "A" to this Agreement that is a Highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King's Highway by the Minister pursuant to subsection 21(1) of the Act.

"Connecting Links Program" means the program administrated by the Ministry of Transportation to

provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

"Connecting Links Program Guide" means the Ministry's document, entitled "Ministry of Transportation Connecting Links Program 2025-26 Guide," as referred in Schedule "H" of this Agreement, as amended from time to time by the Ministry, that describes the Ministry's Connecting Link Program.

"Contractor" means any third-party contractor that the Recipient retains to undertake any part of the Work related to the construction of the Project.

"Consultant" means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the Work related to the Project.

"Contract" means a contract between the Recipient and a third party at Arm's Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

"Delegation Letter" means a letter from Ontario to the Recipient where Ontario formally delegates the procedural aspects of consultation to the Recipient and identifies the Indigenous communities to which the Duty to Consult is owed.

"Duty to Consult" means the Crown's legal obligation to consult and, where appropriate, accommodate Indigenous communities when contemplating conduct that might adversely impact established or credibly asserted Aboriginal or Treaty rights, pursuant to s. 35 of the *Constitution Act, 1982*.

"Effective Date" means the date set out at Part B.1 of Schedule "B" of this Agreement.

"Eligible Costs" means the costs described in Part D.1 of Schedule "D" of this Agreement.

"End of Funds Date" means the date set out in Part C.3 of Schedule "C" of this Agreement.

"Event of Default" has the meaning given to it in section 15 of this Agreement.

"Expiration Date" means the date set out in Part B.4 of Schedule "B" of this Agreement.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario).

"Fiscal Year" means the period beginning April 1st in any year and ending on March 31st of the following year.

"Funds" means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

"Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

"Indemnified Party" means His Majesty the King in Right of Ontario, His Ministers, directors, officers, agents, appointees, servants and employees.

"Ineligible Costs" means the costs described under Part D.2 of Schedule "D" of this Agreement.

"Indigenous Community" means First Nation or Métis communities as specified in the Delegation Letter.

"King's Highway" means a Highway designated as a King's Highway by the Lieutenant Governor in Council pursuant to the Act.

"Maximum Funds" means the amount set out under Part C.1 of Schedule "C" of this Agreement.

"Minister" means the Minister of Transportation.

"Ministry" means the Ministry of Transportation and any employees employed therewith.

"Ontario" means His Majesty the King in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

"Parties" means Ontario and the Recipient.

"Party" means either Ontario or the Recipient, as the case may be.

"Person" if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof.

"Project" means the Work to be performed for the project described in Schedule "A" of this Agreement.

"Project Completion Date" means the date set out in Part B.3 of Schedule "B" of this Agreement.

"PSSDA" means the *Public Sector Salary Disclosure Act, 1996*, S.O. 1996, c. 1, Sched. A (Ontario).

"Reports" means the reports set out in section 13 of this Agreement and set out in Schedule "G" of this Agreement.

"Requirements of Law" means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

"Substantial Completion" has the same meaning as "substantially performed", as defined under section 2(1) of the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario).

"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

"Work" includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent

and necessary for the Project.

- 1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.
- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 The Agreement

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Indigenous Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements
- "H" Ministry of Transportation (MTO) Connecting Links Program Guide 2025-26 Intake 10

- 2.2 Conflict.** In the event of a conflict between:

- (a) any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (i) This document; and
 - (ii) The Schedules attached to this document.
- (b) Schedule "H" and any other of the Schedules that form part of this Agreement, Schedules "A" to "G" shall take precedent over Schedule "H".

2.3 Expiration Date Of Agreement. This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

General Roles And Responsibilities of the Parties Under the Agreement

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule "C" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards the Project, as described in Schedule "A" of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule "A" of this Agreement, without first obtaining Ontario's prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 INTENTIONAL DELETION**
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project, in the event that its original financing situation should change;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule "B" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.9 *Behavior Of Recipient.*** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 *Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.*** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 *Ontario May Impose Additional Conditions On The Recipient.*** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 Funds

- 4.1 *Use Of Funds.*** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 *Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.*** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 *Interest Earned By Recipient.*** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. If the Recipient earns any interest on the Funds provided to the Recipient:
- (a) Ontario may deduct an amount equal to the interest from any further instalment of Funds; or
 - (b) The Recipient shall pay an amount equal to the interest to Ontario as directed by Ontario.

- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
 - (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,
- within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.
- 4.9 Insufficient Funds Provided By Legislature.** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 Ontario May Adjust The Funds.** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.
- 4.11 Funds Are Part Of Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5

Payment Under Agreement

- 5.1 Eligibility Of Costs Or Expenses.** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2025 and prior to the Project Completion Date.

5.2 *Payment Of Funds.* Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

5.3 *Conditions Precedent For Payment Of Funds.* Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any requirements related to the Duty to Consult set out under this Agreement or in a Delegation Letter.

5.4 *Withholding Payment Of Funds.* Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the project is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with His Majesty the King in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

Recipient's Representations, Warranties, Covenants, Acknowledgements And Agreements

- 6.1 Recipient's Representations, Warranties And Covenants.** The Recipient represents, warrants and covenants that:
- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
 - (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
 - (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
 - (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
 - (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
 - (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.
- 6.2 Additional Covenants.** The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.
- 6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.
- 6.4 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 section 13; 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.

SECTION 7

Conflict of Interest and Confidentiality

- 7.1 *No Conflicts Of Interest.*** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 *Disclosure Of Conflict Of Interest Situations.*** The Recipient shall:
- (a) Disclose to Ontario, 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 Ontario may impose as a result of the disclosure.
- 7.3 *Ontario Bound By FIPPA*** The Recipient acknowledges that *FIPPA* and its regulations bind Ontario.

SECTION 8

Insurance

- 8.1 *Recipient Shall Have Insurance.*** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured 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;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);
 - (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
 - (h) A thirty (30) day written notice of cancellation, termination or material change clause.

- 8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario) and for any and all liability for damages to property and injury to Persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

Limitation of Liability and Indemnification

- 9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- 9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:
- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
 - (b) The ongoing operation, maintenance and repair of the Project; or
 - (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.
- 9.3 Further Indemnification Of Ontario.** The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out or in relation to:
- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
 - (b) The ongoing operation, maintenance and repair of the Project; or
 - (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties. The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

Acquisition of Goods and Services

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:
- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.
- 10.4 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.
- 10.5 Contracts.** The Recipient shall ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
 - (e) Require that any third parties thereto comply with all Requirements of Law; and
 - (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.
- 10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written

notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements.

SECTION 11

Indigenous Consultation

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of Funds under Milestones #2 and #3 of the Milestone Payment Schedule found under section C.4.1 of this Agreement, is strictly conditional upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.

11.2 Recipient is Ontario's Delegate For Purposes Of Consultation With Indigenous Communities. By entering into this Agreement, the Recipient agrees Ontario may delegate the procedural aspects of any consultation obligations Ontario may have in relation to the provision of Funds to the Recipient as set out in the Delegation Letter and Schedule "E" of this Agreement. The Recipient, by signing this Agreement, accepts any delegation made by Ontario by a Delegation Letter and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the provision of Funds.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Indigenous Community identified by Ontario as being owed the Duty to Consult on behalf of Ontario in accordance with the Delegation Letter and Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Indigenous Community as well as any other directions Ontario may issue in relation to the Duty to Consult; and
- (c) Provide a detailed description of the Recipient's consultation with any Indigenous Community as set out under Schedule "G" of this Agreement.

11.4 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Agreement shall be construed as an admission, acknowledgment, agreement or concession by Ontario, that Ontario has a Duty to Consult in relation to the provision of Funds, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of the Duty to Consult, nor that a particular aspect of consultation referred to in section 11.2 hereof is an aspect of the Duty to Consult that could not have been delegated to the Recipient.

SECTION 11.1.0

limitation of liability – duty to consult

11.1.1 Funds not indicator of a Discharge of Duty to Consult. The Parties agree the provision of

Funds by Ontario shall not be construed as an indication of the satisfaction by, and shall not relieve, the Recipient of any obligation it may have to undertake engagement, consultation and/or accommodation with Indigenous Communities in relation to the Project.

11.1.2 Limitation of Liability for Ontario. The Recipient agrees that Ontario shall not be liable to the Recipient for, and the Recipient hereby releases Ontario in respect of, any injury, loss, expense, delay or costs incurred or suffered by the Recipient as a result of any direct or indirect acts or omissions by any Person or party, including, without limitation, any acts or omissions of Ontario or those for whom it is responsible at law, that disrupts, stops or otherwise interferes with the Recipient's ability to perform its obligations pursuant to the Agreement.

11.1.3 Limitation as Estoppel. The foregoing limitation of liability and release extends to any disruption, stoppage or other interference arising out of any legal action, court order, directive, settlement, roadblock, strike, labour action, or any other occurrence. This section 11.1.3 and section 11.1.2 may be pleaded as an estoppel in any court of law by Ontario.

SECTION 12

Communications

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13

Reports

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

13.3 Compliance Attestation. The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

Records, Inspection, Audits and the Provision of Information

14.1 Record Retention. The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or

otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time. Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

14.3 Audits. Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or Contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

Default and Termination

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;

- (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
- (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
- (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened; or,
- (vi) the Recipient brings an action or seeks compensation from Ontario in respect of any matter to which the release and limitation of liability described in section 11.1.0 of this Agreement.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party. Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

15.7 Date of Termination. In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16

General Provisions

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party Contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a Person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other Person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 Amendment.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

- 16.12 *Parties Independent.*** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 *Recipient Cannot Represent Ontario.*** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 *Recipient's Consultants/Contractors.*** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 *Lobbyists And Agent Fees.*** The Recipient represents and warrants:
- (a) Any Person hired by the Recipient to speak or correspond with any employee or other Person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*, S.O. 1998, c. 27, Sched.;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
 - (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.
- 16.16 *Debt Owning To His Majesty The King In Right Of Ontario.*** Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to His Majesty the King in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.
- 16.17 *His Majesty the King In Right Of Ontario May Charge Interest.*** His Majesty the King in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.18 *Set-Off By Ontario.*** In the event that the Recipient is indebted to His Majesty the King in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by His Majesty the King in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act*, R.S.O. 1990, c. F.12 (Ontario) or the *Financial Administration Act*, R.S.C., 1985, c. F-11 (Canada).
- 16.19 *Notice And Service Of Documents Under Agreement.*** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, or Email transmission and shall be

addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 10.7, 16.4, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule "B" of this Agreement and Schedules "E" and "F"; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation

_____	_____
Name:	Date
Title: Minister	

I have the authority to bind the Crown.

Corporation City of Pembroke

_____	_____
Name:	Date
Title: Mayor	

AFFIX CORPORATE
SEAL

_____	_____
Name:	Date
Title: Chief Administrative Officer (CAO) /or Clerk	

I/We have the authority to bind the Recipient.

SCHEDULE "A"

Project Description

Application Project Name: Rehabilitation and resurfacing of Hwy 41/148 Connecting Link - Mackay Street Southerly to Hwy 41.

Approved Project Name: Rehabilitation and resurfacing of Paul Martin Drive and River Road from City Limits to Mackay Street

Project Description: The focus of this project is the resurfacing the Highway 41/148 Connecting Link Mackay Street Southerly to Highway 41, continuing the rehabilitation completed on Mackay St and Pembroke St E and connecting to MTO reconstruction of Highway 148. The project will include the installation of a signalized Pedestrian Crossing on River Road and repairs and upgrades to the drainage from Highway 41 to the outfall at the Muskrat River bridge.

Project Description Details (from Application): The focus of this project is the resurfacing the Hwy 41/148 Connecting Link Mackay Street Southerly to Hwy 41, continuing the rehabilitation completed on Mackay St and Pembroke St E and connecting to MTO reconstruction of Hwy 148. The project will include the installation of a signalized Pedestrian Crossing, meeting OTM requirements, on River Road replacing the existing un-signalized crossing that is approximately 94m north of the River Road/Bennet Street/Townline Road intersection, repairs and upgrades to the drainage from Hwy 41 to the outfall at the Muskrat River bridge. Roadwork to be completed in conjunction with watermain upgrades along River Road from Bell Street to Metcalfe Street. The project will mainly consist of resurfacing of the street by milling off approximately 40 mm of existing asphalt pavement full width and resurfacing with 60mm of SPG 19 asphalt. The milling process is expected to correct minor crossfall deficiencies and wheel rutting. The additional asphalt thickness will mitigate vertical differences between the existing asphalt surface and the concrete curb & gutter that presently causes ponding along the pavement edge. Asphalt resurfacing to include fibre reinforcement to mitigate cracking and tearing of the asphalt due to the significant amount of large truck traffic using the connecting link. The existing concrete curb and gutter will remain for the most part, with only minor repairs and short sections being replaced as required. Line painting will be replaced meeting all OTM requirements. The project will begin with the award of a engineering design, followed by the award of the project works. The engineering design RFP is anticipated to be advertised in May 2025, after notification of successful grant funding application. The tendering of phase 1 construction is anticipated August 2025, with completion by November 2025. The second phase of the project is anticipated to be completed by November 2026, and the third phase in November 2027.

SCHEDULE "B"

Operational Requirements Under The Agreement

Part B.1 – Effective Date Of Agreement

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

Part B.2 – Insurance Requirements

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

Part B.3 – Project Completion Date

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2027. For clarity this means Substantial Completion must have occurred and the project construction Work must have been completed.

Part B.4 – Expiration Date

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2028.

Part B.5 – Notice and Contact

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: Corporation City of Pembroke 1 Pembroke Street/Rue East/Est Pembroke, Ontario K8A 3J2</p> <p>Attention: Marielle McLaughlin, Manager of Operations Telephone: 613-735-6821 Fax: N/A Email: mmclaughlin@pembroke.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

Part B.6 – Asset Retention Period

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify Ontario in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. Except where the disposal of an asset is after the five (5) year asset retention period identified in B.6.2, the Recipient shall not dispose of any assets purchased, constructed, rehabilitated, or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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SCHEDULE "C"

Financial Information For The Project

Part C.1 – Maximum Funds

C.1.1 Ontario's Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Three Million Dollars (\$3,000,000) in Funds for Eligible Costs for the Project. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

Project's Estimated Total Net Eligible Costs: \$3,557,158.00
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at 84(%) for the Term of the Agreement.

This percentage is based on the maximum funds payable under agreement expressed as a percentage of the estimated total net eligible costs identified by the recipient in the original project application.

Note that the subsidy payable *rate* remains at 90% of the total net eligible project costs incurred by the recipient, up to the maximum funds under agreement identified above.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Estimated Total Net Eligible Costs as provided above.

"**Total Net Eligible Costs**" means all direct costs that are, in Ontario's sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2025 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule "B", less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

Part C.2 – Holdback

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient's Final Report, upon after which Ontario shall pay the holdback to the Recipient.

Part C.3 – End of Funds Date

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2028.

Part C.4 – Payment Of Funds

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and acceptance by MTO of first Contract Award Report to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2025.
Milestone 2: Upon receipt and acceptance by MTO of the Substantial Completion Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the Fiscal Year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE "D"

Eligible And Ineligible Costs

Part D.1 – Eligible Costs

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule "D" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Indigenous Community, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Indigenous Community, but does not include any capacity funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (g) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "F" of this Agreement; and
- (h) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

Part D.2 – Ineligible Costs

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2025 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those association with consultation with Indigenous Communities (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing applications for the Connecting Links Program; and
- (h) Any costs of Accommodation for any Indigenous Community unless specifically approved by Ontario in writing prior to being incurred.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE "E"

Aboriginal Consultation Requirements

Part E.1 – Purpose

E.1.1 Purpose. This Schedule sets out the responsibilities of the Recipient in relation to consultation with Indigenous Communities on the provision of Funds, and to delegate procedural aspects of consultation from Ontario to the Recipient.

Part E.2 – Responsibilities of the Recipient

E.2.1 Recipient's Responsibilities. If the Recipient is delegated the procedural aspects of the Duty to Consult through a Delegation Letter, the Recipient is responsible for:

- (a) Giving notice to the Indigenous Communities regarding the Project as identified in the Delegation Letter, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Indigenous Communities regarding the Project and advising of the details of the same;
- (c) Informing the Indigenous Communities of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (d) Making all reasonable efforts to build a positive relationship with the Indigenous Communities in relation to the Project;
- (e) If appropriate, providing reasonable financial assistance to Indigenous Communities to permit effective participation in consultation processes for the Project, but only after consulting with Ontario in accordance with D.1.1(e);
- (f) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Indigenous Communities, maintaining summary documentation showing the issues raised by the Indigenous Communities and any responses the Recipient has provided;
- (g) Where an Indigenous Community asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (h) Where appropriate, discussing with the Indigenous Communities potential accommodation, including mitigation of potential impacts on established or asserted Aboriginal or Treaty rights regarding the Project and reporting to Ontario any comments or questions from the Indigenous Communities that relate to potential accommodation or mitigation of potential impacts;
- (i) Consulting regularly with Ontario during all discussions with Indigenous Communities regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures; and

- (j) Complying with any other responsibilities set out in the Delegation Letter.

E.2.2 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Indigenous Communities in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Indigenous Community in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Indigenous Communities regarding the Project and provide copies to Ontario of any documentation received from Indigenous Communities;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or Treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Indigenous archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Indigenous Communities, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Indigenous Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or Treaty rights or asserted rights.

E.2.3 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Indigenous Communities in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of the Duty to Consult by Ontario, to the relevant regulatory or judicial decision-makers.

E.2.4 Indigenous Consultation Plan. Based on the scope and nature of the Project, Ontario may require the Recipient, in consultation with Ontario, to develop and comply with an Indigenous consultation plan ("Indigenous Consultation Plan"). If Ontario provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide Ontario with a copy of the Indigenous Consultation Plan.

E.2.5 Changes to the Plan. The Recipient agrees that Ontario, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

E.2.6 Indigenous Consultation Records. If consultation with Indigenous Communities is required, the Recipient will maintain an Indigenous consultation record and provide such record to the Ontario, and any update to it, as part of its reporting to Ontario under this Agreement.

Part E.3 – General

E.3.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Indigenous consultation or the Duty to Consult that may be imposed by a ministry, board, Crown Agency, or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements.

Part E.4 – Notice and Contact

E.4.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the Person identified under Part B.5 of Schedule B.

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SCHEDULE "F"

Communications Protocol

Part F.1 – Introduction

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

Part F.2 – Project Signage

F.2.1 Project Signage: The Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

Part F.3 – Media Events

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

Part F.4 – Printed Materials, Website, Photo Compilations, Award Programs And Awareness Campaigns

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

Part F.5 – Issues Management

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

Part F.6 – Communicating Success Stories

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

Part F.7 - Disclaimer

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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SCHEDULE "G"

Reporting Requirements

Part G.1 – Reports Requirements

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the Project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2025.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for Project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule "G" of the Agreement.	Twice a calendar year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the Fiscal Year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule "G" of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE "G" Continued**Part G.2 – Revised Budget Report****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to Ontario within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE "G" Continued

Part G.3 – Progress Report

PROGRESS REPORT

For projects which will be completed in one year, a progress report is due on or before July 15 of the fiscal year (April 1st to March 31st) to which this agreement applies. For projects which require two or three years to complete, this report is due twice a year on or before January 15 and July 15 each year for the term of the agreement. *Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

<i>Please provide information in format below and attach to this report.</i>			
Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)
<i>If so, explain why and by when?</i>

Attestation by Authorized Official:
I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____Date: _____

SCHEDULE "G" Continued**Part G.4 – Substantial Completion****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____
 Project Name: _____

In the matter of the Agreement entered into between, His Majesty the King in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient,
 on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the Work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed Work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the Work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the Work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20__

_____ (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE "G" continued

Part G.5 – Final Report

FINAL REPORT

*Final Reports are to be completed and submitted to Ontario **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule "D".

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

*For all invoices attached, please provide information in format below **and attach to this report.***

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE "G" continued

Section 3. Project Outcomes and Benefits

1. What were the objectives of your Project? (Select any that apply)

☐ Address safety related issues

☐ Extend service life

☐ Improve pavement condition

☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)

☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)

☐ Other (describe below)

2. Describe how the Work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. If required, you may attach information on separate page and attach to this report.

3. Describe any economic or other benefits of the project for your community. If required, you may attach information on separate page and attach to this report.

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publicly posted by:

[Month]

[Year]

20

Section 4. Indigenous Consultation

Please provide particulars as to how the requirements have been met under Section 11 and Schedule "E" of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Indigenous communities and/or Indigenous archaeological resources were located with respect to this Project.

☐ Yes ☐ No

If you responded "Yes" to the above, please complete the following:

Declaration required for Project with consultation involving Indigenous communities

Notice about this Project, as well as a full Project description, was provided to the identified Indigenous communities making them aware of the opportunity to provide comments about the Project and its potential impacts on establisher or asserted Aboriginal and/or Treaty rights.

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Indigenous communities was forwarded to the Province of Ontario.

☐ Yes ☐ No

SCHEDULE "G" continued

The Province of Ontario was made aware of any issue(s) or concern(s) identified by any Indigenous communities. ☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature

Confidentiality
Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification
I certify that:

- 1. The Project as described in the Agreement has been completed;
- 2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
- 3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
- 4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

Name of Authorized Official:	
TITLE:	
Date:	

SCHEDULE "H"

Ministry of Transportation (MTO) Connecting Links Program 2025-26 Guide

Part H.1 – Connecting Links Program Guide

H.1.1 Reference. Refer to the Connecting Links Program Guide from the Connecting Links Program grant posting that was published on ([Get funding from the Ontario government](#)) Ontario.ca from August 16, 2024, until November 13, 2024.

The Connecting Links Program Guide from the Connecting Links Program grant is as following:



**Ministry of Transportation (MTO) Connecting
Links Program
2025 - 2026**

Guide

August 2024

Table of Contents

Section 1 – Purpose	1
Section 2 – Objectives	1
Section 3 – Connecting Links Policy	1
Section 4 – Program Overview	2
Section 5 – Project Eligibility	3
Section 6 – Application Submission	4
Section 7 – Project Application	4
Section 8 – Contribution Agreement	8
Section 9 – Reporting	9
Section 10 – Information Contacts	11
Appendix 1 – Legislation Applicable to Connecting Links	12
Appendix 2 – Municipalities with Connecting Links	14
Appendix 3 – Scope Of Eligible Work – Detailed	19
Appendix 4 – Scope of Eligible Work – Annexes	21
Appendix 5 – Sustainable Construction Practices	26
Appendix 6 – Connecting Link Inventory Requirements	27

Section 1 – Purpose

The Ministry of Transportation's **Connecting Links Program** provides dedicated provincial funding for road and bridge projects on designated connecting link highways.

The Connecting Links Program has been re-designed to provide a sound basis to make provincial funding decisions and ensure that provincial financial accountability and asset management requirements are met. Through a structured application process all applicants are considered in a consistent and transparent manner.

This Program Guide has been prepared to assist connecting link municipalities in completing and submitting the application. The guide includes legislation that applies to connecting links, a detailed description of the scope of work eligible for funding and the requirements for detailed information on connecting link condition and improvement needs.

Applicants are encouraged to contact their local regional office to ask any questions before submitting an application.

The ministry will review all submissions and will notify successful and unsuccessful applicants after funding decisions are made in early 2025.

Funding decisions will be based on an assessment of connecting link needs, the ministry's prioritization of submitted projects and the available budget in any year.

Section 2 – Objectives

The objectives of the program are to make connecting link investments that:

- Address critical connecting link improvement needs;
- Extend the life of the asset;
- Are cost effective and appropriate to address the connecting link need; and
- Ensure the safe and efficient movement of provincial traffic.

The ministry will prioritize projects that best meet these objectives and focus on addressing critical and urgent connecting link needs first. The Connecting Links Program requires that municipalities submit detailed information on all connecting link road section and structures. This will enable the ministry to assess the current and future state of connecting link infrastructure and determine how to best target connecting link investments on a multi-year basis.

Section 3 – Connecting Links Policy

Connecting links are municipal roads that connect two ends of a provincial highway through a community or to an international or interprovincial border crossing. These are critical roadways that serve provincial and municipal interests, as they carry long-distance provincial highway traffic moving through communities, as well as local traffic within the community.

Connecting links are formally designated under section 21 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P. 50 as amended. Under the Act, a connecting link remains a "highway" under the jurisdiction and control of the municipality.

Connecting links are typically under the ownership of a lower tier municipality or a single tier municipality. Where a connecting link intersects with an upper tier highway, the intersection remains under the jurisdiction and control of the upper tier municipality. These intersections are eligible for funding under the Connecting Links Program.

The Connecting Links Program provides funding for eligible capital improvement costs – not maintenance. The responsibility for maintenance of connecting links lies with the municipality. Under section 44 of the *Municipal Act*, R.S.O. 2001, the municipality that has jurisdiction over a highway or bridge must keep it in a reasonable state of repair.

Ontario has set out Minimum Maintenance Standards for municipal highways, including connecting links, under the *Municipal Act*. Ontario Regulation 239/02 provides municipalities with guidelines for maintaining municipal highways including winter maintenance, roadway and sidewalk surface condition, traffic control signal systems, regulatory and warning signs, etc.

Ontario Regulation 104/97 of the *Public Transportation and Highway Improvement Act* requires that municipalities visually inspect bridge structures with a span of greater than or equal to three metres (in the direction of traffic) at least once every two years by, or under the direction, of a professional engineer. To be eligible for the Connecting Links Program, municipalities will be required to submit a Municipal Structure Inspection report to MTO every two years for each connecting link bridge and culvert three metres or greater in length (in direction of traffic) as they are completed.

The ministry has the authority under the *Bridges Act* 1990, c. B.12, to approve connecting link bridge projects. MTO will review structure inspections on an ongoing basis and assess proposed structure projects to ensure that critical structure needs on connecting links are addressed.

Under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, the ministry has the authority to approve all municipal by-laws and traffic control signals that restrict or interrupt the flow of through traffic on the connecting link highway including, but not restricted to:

- Limiting weight on bridges;
- Erection of traffic controls and pedestrian signal systems; and
- Regulating motor vehicle traffic on connecting links.

Appendix 1 includes sections of legislation that applies to connecting links. Municipalities should consult with the ministry to ensure that necessary approvals will be in place prior to connecting link funding being granted.

Section 4 – Program Overview

Which municipalities are eligible?

The Ministry of Transportation's Connecting Links Program provides dedicated provincial funding for road and bridge projects on connecting link highways designated under the *Public Transportation and Highway Improvement Act*.

All 77 Ontario municipalities with designated connecting links are eligible for funding. Eligible municipalities and designated connecting link road sections are listed in **Appendix 2**.

A municipality with one designated link is permitted to submit one project per year. A municipality that has more than one designated connecting link may submit a maximum of two projects per year. If submitting for two projects however, each application must be for a project located on separate connecting link sections as identified in **Appendix 2**. No more than one application per connecting link section is permitted by a municipality.

What amount of funding can be requested?

Connecting links serve both provincial and local traffic needs; therefore, a provincial-municipal cost sharing partnership is considered appropriate.

The ministry will provide funding for up to 90% of total eligible project costs. The maximum amount of funding for eligible costs is \$3 million per road project, and up to \$5 million per bridge project. Project proposals should include a detailed scope of work and cost estimates.

The applicant is required to contribute the remaining 10% of eligible project costs and pay for all ineligible project costs. The municipality cannot use capital funding from any other capital application program for the same road or bridge project funded under the Connecting Links Program.

Despite the foregoing, general formula based, or other non-application-based funding revenue received from other provincial or federal sources may be used towards a municipality's 10% contribution.

When would funding be provided?

Once funding decisions are made, the ministry will notify successful applicants that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2025. The ministry will provide a Contribution Agreement following the Minister letter.

The execution of the Agreement is required before payments can be made. Payments will be made on a milestone basis (refer to Section 8).

What are eligible connecting links projects?

The Connecting Links Program provides funding for the design, construction, renewal, rehabilitation and replacement of connecting link infrastructure. Maintenance costs, including winter maintenance, are not eligible for funding.

Connecting Links projects may be one, two, or three years in duration. Applications for projects with a forecasted completion time greater than 3 years will not be considered. Regardless of the duration, award of the first contract related to the project must occur within the first year of the project. See Sections 8 and 9 for additional information regarding milestones.

A municipality may submit for detailed design and construction as one project; or alternatively, a municipality may submit detailed design for funding as a separate project prior to construction. In the case of the latter, however, the ministry cannot guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

Expansion projects (road widening) resulting from general traffic growth (provincial and municipal), will be considered eligible projects. However, the costs for improvements directly related to increased traffic from new development or major expansion of an existing development continue to be the responsibility of the municipality (and/or the developer).

As noted below, land acquisition and the cost of municipal infrastructure within the connecting link right-of-way are not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc.

The proposal must not include multiple projects, e.g., projects on separate roads or structures that are not connected. Proposals can include various related works such as road reconstruction and storm sewer repair; road and intersection improvements; multiple spans on one structure; and, structure replacement and approach road improvements like guiderail.

NOTE: The same connecting link **road or bridge** project cannot be submitted under both the Connecting Links Program and another capital application program. A municipality may, however, submit an application for **water or wastewater** work on a connecting link under another funding program. If the same **road or bridge** project is submitted under multiple capital application programs, it will become ineligible for funding under the Connecting Links program.

Projects already underway or awarded at the time of the application period will be deemed ineligible for the program.

What project costs are eligible/ineligible for reimbursement?

Funds can be used for:

- Environmental Assessment costs
- Design/Engineering costs
- Project Management/Contract Administration costs
- Materials
- Construction

Funds cannot be used for:

- Costs incurred before project approval or after committed project completion date
- Land acquisition
- Leasing land, equipment, buildings and other facilities
- Financing charges
- Legal fees

Appendix 3 outlines the scope of eligible work for connecting link projects with more specific requirements detailed in Annexes A-G of **Appendix 4**. MTO encourages municipalities to consider sustainable construction practices for connecting link projects as described in **Appendix 5**.

The connecting link right-of-way typically includes some municipal infrastructure that is not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc. The municipality is responsible for costs related to these assets and all other ineligible items.

Municipalities should consult with MTO regional offices (listed in Section 10) to seek clarification of project costs before submitting an application.

What are the eligible project net costs?

The application form requires that the applicant indicate the eligible project net costs, which is the eligible project costs under the Connecting Links Program, *excluding the HST rebate that the municipality expects to receive*. The maximum provincial funding contribution will be 90% of the net eligible costs up to a maximum of \$3 million per road project, and up to \$5 million per bridge project. It is the applicant's responsibility to determine the HST rebate.

Section 6 – Application Submission

The Connecting Links Program has a one-stage application process, where eligible connecting link municipalities are requested to submit specific project information through a standard application form along with supporting documents.

Where can I obtain an application?

The information on how to submit an application is available online at:

<https://www.app.grants.gov.on.ca/gr/tpcr/#/externalLogin>

For more information, please call the Program Coordinator at 289-241-8354 or reach out to your local regional Ministry of Transportation office contact, listed in Section 10 of the Program Guide. You can also send an email to the program email address: CLProgram@ontario.ca.

When are applications due?

Applications are due by Wednesday, November 13th, 2024, at 5:00 p.m. Eastern Standard Time (EST).

How are applications submitted?

For the 2025-2026 Connecting Links Program Year

Connecting link applications must be submitted through the Transfer Payment Ontario portal. Transfer Payment Ontario (TPON) is a web-based funding management system that provides transfer payment applicants and recipients with a self-service portal to apply for funding.

Follow the steps listed at <https://www.ontario.ca/page/get-funding-ontario-government> to access the TPON portal. This site is best viewed using the Google Chrome Browser.

You can use Transfer Payment Ontario to:

- register, complete, and submit connecting link applications for funding
- find information about other funding opportunities available to your municipality
- check the status of your active submissions.

For assistance, please contact TPON Client Care at 416-325-6691 or 1-855-216-3090 or TPONCC@Ontario.ca.

Monday to Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time. TTY/Teletypewriter (for the hearing impaired): 416-325-3408 / Toll-free: 1-800-268-7095.

Section 7 – Project Application

Municipalities are required to complete a project application form to be eligible for connecting link funding. This will provide a consistent basis for the ministry to assess the proposed project and the municipality's multi-year connecting link needs.

In addition to the application form, municipalities must submit a council resolution (template available upon request) that:

- a) demonstrates council's support of the project identified in application;
- b) confirms that capital funding is available for the municipal contribution component;
- c) indicates that if the application is successful, that the municipality will proceed with the project in accordance with the timelines specified in the application.

Application Requirements

Application Section	Requirements
1. Contact Information	Municipality name, mailing address and authorized contact person (Public Works Manager, CAO, Clerk, etc.).
2. Project Information	Project Title (include municipal road name) and Project Type (e.g., road resurfacing, road reconstruction, bridge rehabilitation or replacement). Fiscal Year of project completion.
3. Project Location	Description of the project location (start and end points, length, width, latitude and longitude coordinates). Include a map to scale.
4. Project Description	Description of the project outline of scope of work and provide a schedule. The outline of the scope of work should include whether in water work, excavation, ground disturbance, or site clearance is anticipated. If available, provide a detailed proposal and costs as supporting information. If a bridge project over or under a railway, include specifics such as a railway access plan or any discussions with the railway to facilitate the project.
5. Project Rationale	How project addresses critical connecting link needs or extends the life cycle of the asset.
6. Project Innovation/ Sustainable Construction Practices	Where applicable - Identify any innovative or sustainable construction practices that will be applied in the design and construction of the project that will maximize the lifecycle of the asset, demonstrate good environmental stewardship, mitigate future climate change impacts or reduce environmental or traffic impacts. Examples include: culvert re-lining instead of full culvert replacement, reduction in the use of new aggregates in asphalt, or use of higher quality asphalt materials.
7. Project Readiness	List of any regulatory decisions, approvals, licenses, authorizations, agreements, etc., completed or required by the provincial or federal governments. Provide any additional details on work conducted or consultations undertaken to obtain approvals, agreements etc. that would expedite your project. If the project includes a traffic control signal, municipalities are required to seek MTO approval of the technical warrants for traffic signals and/or pedestrian crossings before submitting the project. Specifically address how the project complies with or will comply with the Environmental Assessment Act (e.g. Class Environmental Assessment completed, Class Environmental Assessment to be completed or project exempt from Environmental Assessment Act)
8. Milestone/Timelines	Key dates for the program including milestones for payments.
9. Timeline Risks and Mitigation Strategies	Risks, length of possible delay and mitigation strategies to ensure that project will be completed on schedule.
10. Project Financial Information	Total Project Costs, Eligible Project Costs, Provincial Funding Requested (maximum 90%) and sources for financing the municipal share of project costs (10%).
11. Project Cost Details	Estimated project costs (including HST) by fiscal year and project activity e.g., design, construction, contract administration, etc. MTO will fund up to 90% of the Total Net Eligible Costs.
12. Construction Cost-Shared Items	Estimated costs for any work items to be paid for by the municipality or charged to others e.g., utilities and railway. Provide an explanation for each item.
13. Asset Management Planning	Confirm that a comprehensive Asset Management Plan has been completed. If not previously submitted, or if there is updated information, provide structure inspection reports, and provide detailed information on the condition and ten year needs for all of the municipality's connecting link road sections and structures.
14. Supporting Information	If available, provide a detailed Project Proposal and Costs. Indicate what studies/reports have been completed to support the project.
15. Duty to Consult Indigenous Communities	The Crown has a duty to consult, and where appropriate, accommodate Indigenous communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal or Treaty rights. The ministry requires the applicants to respond to a set of questions listed in the application form. At the ministry's own discretion, the ministry may delegate to the applicants the procedural aspects of the Crown's duty to consult.

Application Section	Requirements
16. Declaration	<p>Certification by municipal official that:</p> <ul style="list-style-type: none"> • The submitted Application meets the requirements of MTO's Connecting Links Program as described in the Program Guide; • A comprehensive Asset Management Plan including connecting links has been completed and publicly posted; • The municipality will comply with the conditions that apply to designated connecting links under the Highway Traffic Act to ensure the safe and efficient movement of provincial traffic; • The project put forward in the application will be completed and the milestones met as stated in the Application; and • The Application is complete and factually accurate.
17. Documents to be Submitted	<p>List of documents to be submitted along with application form. Use appropriate document titles, for example:</p> <p>"Municipality Name_Application_1"</p> <p>"Municipality Name_OSIM_Structure_1",</p> <p>"Municipality Name_CL_Road Inventory"</p> <p>"Municipality Name_Project _ 1"</p>

What are the Application Asset Management Plan requirements?

There are four asset management planning requirements for connecting link municipalities.

1. Asset Management Plan

Municipalities applying for connecting link funding must have a recently completed and publicly posted asset management plan indicating the asset condition, capital and maintenance needs, investment priorities and financial strategy for all core infrastructure which includes road, bridge, water and wastewater assets.

If the applicant has previously provided a municipal asset management and there are no updates, there is no need to resubmit the same asset management plan. If the applicant has updated the plan or if it's the first time applying to the Connecting Links Program, the applicant is required to provide access to the plan.

2. Connecting Link Structure Inspection

Municipalities are required to submit a Municipal Structure Inspection Manual (OSIM) or equivalent inspection report every other year for each connecting link bridge and large culvert three metres or greater in length (in the direction of traffic).

If the applicant has previously submitted all current Municipal Structure Inspection Forms, there is no need to resubmit the inspection forms. However, if there are updated inspections they should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide inspection forms for all connecting link structures.

3. Connecting Link Asset Inventory, Conditions and Needs

Municipalities are required to submit detailed asset data on all connecting link road sections and structures (three metres or greater in length in the direction of traffic) under its jurisdiction. A map must be provided showing all connecting link road sections and structures. The map must indicate connecting link street and intersecting street names and other landmark references.

If the applicant has submitted all structure and road data within the last two-years, this information does not need to be resubmitted. However, where the information has been updated, it should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide this information for all connecting link road sections and structures.

Appendix 6 includes the specific connecting link road section and structure data that must be submitted. The applicant shall submit this information in Excel or equivalent data file(s) that the ministry can import into Excel.

4. Connecting Link Maintenance Plan/Strategy

Applicants are required to indicate that there is an ongoing maintenance plan or strategy for connecting links. Effective maintenance of connecting link roadway and structures is critical to prevent premature deterioration of the asset and defer the need for costly rehabilitation or reconstruction. Examples include routing and sealing of cracks to prevent water entering the pavement structure and washing bridge expansion joints on a routine basis.

Applicants are also required to indicate that there is an ongoing inspection program to assess road sections and structures using sound condition ratings such as a Pavement Condition Index or Bridge Condition Index. Applicants should describe their methodology. All applicants are required to submit this information.

What are the requirements for Indigenous Community Consultation?

The Crown has a duty to consult, and where appropriate, accommodate Indigenous communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal or Treaty rights (the "duty to consult").

If triggered, the duty to consult has both informational and response components, and the Crown's duty to consult can vary widely and depends on the specific circumstances of the contemplated decision or action. The scope of the Crown's consultation obligations are determined by the strength of the claim to an asserted Aboriginal or Treaty right, and the potential impact of the proposed Crown conduct or decision on the established or asserted right.

Consultation generally involves providing timely and accessible information to the Indigenous community on the proposed Project, obtaining information from the Indigenous community on how their rights could be potentially affected if the Project were to go ahead, and determining how to address these concerns, including attempting to avoid, minimize, and/or mitigate adverse impacts on Aboriginal or Treaty rights.

Ontario has an obligation to assess whether or not the duty to consult is triggered by the funding of the Project. To assist, the application requires municipalities to indicate whether they have already consulted with Indigenous communities about the proposed Project. Applicants should identify any potential impacts to rights which may trigger the duty to consult. This includes any information about assertions or claims made to the municipality by Indigenous communities, and any concerns raised during previous consultation activities and how those were addressed. Additionally, the application requires the municipality to provide information on the characteristics of the land where the project is to take place and specific project activities and the potential for the project to adversely impact wildlife species.

The ministry will work with applicants as needed if the ministry determines that the duty to consult is triggered and may delegate the procedural aspects of the duty to consult to applicants. The ministry may assist with the consultation process where appropriate. It is expected that applicants should advise the MTO if there is a potential for the duty to consult to be triggered, and whether the applicant has already carried out consultation activities with potentially impacted Indigenous communities. Where this consultation is required, the applicant should appropriately plan and budget for this work as part of the project costs.

For more information on Ontario's duty to consult Indigenous communities, refer to the Duty to consult with Aboriginal peoples in Ontario web page at: <https://www.ontario.ca/page/duty-consult-aboriginal-peoples-ontario>.

How will applications be assessed?

Projects will be assessed on the basis of:

- Project criticality based on connecting link deficiencies and/or renewal needs;
- Project urgency based on stated 10-year deficiencies and risk assessment;
- Cost-effective and appropriate project to address stated connecting link need;
- Appropriate project activities and costs under the Connecting Links Program;
- Supporting documentation: asset management plan, bridge inspection reports, detailed project proposal, engineering studies/plans, etc.; and,
- Potential coordination with adjacent, concurrent provincial highway project.

MTO will prioritize projects that best meet the objectives of the Connecting Links Program, addressing critical and urgent connecting link needs first.

Funding decisions will take into consideration the ministry's prioritization of the projects, regional connecting link needs and the available budget in any year.

Will a municipality be notified if its application is unsuccessful?

Yes, both successful and unsuccessful applicants will be notified by the Ministry of Transportation after funding decisions are made. Unsuccessful municipalities are encouraged to contact their regional MTO representatives for feedback regarding their unsuccessful projects.

Section 8 – Contribution Agreement

The Contribution Agreement is a legal agreement that outlines the rights, responsibilities and obligations of the province and the municipality and includes various Schedules, e.g., project costs, milestones/timelines, reporting requirements, etc.

MTO will notify successful applicants by Minister letter that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2025. The ministry will provide the Contribution Agreement

following the Minister letter. The execution of the Agreement is required before payments can be made.

The signatures of the Head of Council and the Minister of Transportation are necessary to execute the agreement. Municipalities are encouraged to obtain Head of Council signature and a council resolution as soon as possible. Once co-signed by the Minister, the fully executed (signed by both parties) Contribution Agreement will be available in the TPN system for municipalities to download and save for their records.

How will the provincial funding flow?

Funding will be provided for eligible project costs on a milestone payment approach:

- Contract Award – 50%
- Substantial Completion – 35%
- Final Report – 15%

In order to be paid at these milestones it is critical that the project be completed on the submitted schedule. In the Application Form, the applicant is required to indicate the fiscal year of completion and any timeline risks, how the long the delay could be and provide mitigation strategies. Schedule risks include the time required for tendering, delays due to regulatory approvals or third party agreements, utility relocates, inclement weather, etc. If the schedule risks are significant, consideration should be given to extending the project completion over two or three years. The ministry will approve the multi-year funding on this basis.

Funded municipalities will be required to state their anticipated dates for Contract, Substantial Completion and Final Report. These milestones must be achieved by specific timelines as follows:

Milestone 1: Award of First Contract	By June 30, 2025
Milestone 2: Substantial Completion	By December 31 of Fiscal Year of Completion
Milestone 3: Final Report	By March 8 of Fiscal Year of Completion

Milestone payments will be disbursed once the ministry has accepted the Milestone Report. The first payment will be made once the contribution agreement has been signed by both parties (spring/summer of 2025) and Milestone 1 has been submitted to MTO for review. The Substantial Completion and Final Report payments will be made on the basis of the actual incurred costs up to the approved funding amount. Cost overruns are not eligible for funding. Any unused funding must be returned to the Government of Ontario.

Required Contribution Agreement Schedules

Agreement Schedule	Description
A. Project Description	Description of the type of project and scope of work.
B. Operational Requirements	Agreement Effective Date, Project Completion Date, Agreement Expiration Date, Insurance Requirements, etc.
C. Financial Information	Maximum Provincial Funding Amount and Provincial Contribution (90%), Milestone Payment terms, etc.
D. Eligible and Ineligible Costs	Eligible and Ineligible General Costs and Eligible Specific Project Costs under the Connecting Links Program.
E. Indigenous Consultation Requirements	Ontario and municipal responsibilities where Indigenous community consultation is required.
F. Communications Protocol	Project Signage, Media Events, Materials/Website, Issues, etc.
G. Reporting Requirements	Reports and Due Dates – Budget Reports, Progress Reports, Declaration of Substantial Completion, Final Report, Project Outcomes and Benefits, etc.

Section 9 – Reporting

Municipalities will be required to provide reports over the course of the project.

Report Requirements for Municipalities

By-Law 2025-56 Schedule A

Name of Report and Details Required	Due Date
1 Contract Award Report – a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project. The contract award process must be in compliance with the municipality's approved procurement policy.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2025.
2 Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3 Progress Report – The Recipient shall use the form set out in the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4 Substantial Completion Report – The recipient shall use the form set out in the Agreement.	Within fifteen (15) Business Days of the Project Completion Date (no later than December 31 of the Fiscal Year of Completion).
5 Final Report – including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out in the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6 Other Reports or information as may be directed by Ontario from time to time if any	On or before a date directed by Ontario.

The Milestone 1 Report must include statement of the detailed project costs based on the contract award and report on revised budget if different from the application budget. The ministry will disburse payments based on the eligible contract award costs – not the submitted estimated projects costs.

The Progress Reports must include information on eligible costs incurred to date, remaining eligible costs to be incurred, construction milestones completed, any anticipated variances (e.g., project scope, budget or schedule) and verification of the expected completion date.

The Milestone 2 Report must include a Declaration of Substantial Completion attested to by a municipal official, e.g., Clerk or Chief Finance Officer.

The Final Report requires confirmation of project completion, statement of incurred costs supported by the submission of invoices and any variances such as project scope, budget, or schedule, etc., from the Contribution Agreement must be noted and certified by a municipal official. In addition, in the Final Report, the municipality must indicate the benefits of the connecting link improvement such as safety, extended service life, pavement condition, structures in good condition, etc. as well as any economic or other benefits of the project for the community.

Templates for a Revised Budget Report, Progress Report, Declaration of Substantial Completion, Final Report and a chart for monthly invoice tracking will be provided as Schedules in the Contribution Agreement.

Applicants must advise the ministry, in writing or email and certified by a municipal official, of any proposed variation from the approved project scope of work, costs, completion date, etc., before implementation.

Section 10 – Information Contacts

The deadline for the application submission is Wednesday, November 13th, 2024, at 5:00 p.m. EST.

Questions? Call 289-241-8354 or send an email to CLProgram@ontario.ca.

To discuss your proposed project, please contact your local regional Ministry of Transportation office using the information below.

Ministry of Transportation Regional Office Contacts

MTO Region	Contact	Phone	Email
West	Isaac Ferreira	519-859-7480	isaac.ferreira@ontario.ca
Central	Phil Iannacito	437-833-9431	phil.iannacito@ontario.ca
Eastern	Matthew Hunter	613-483-0430	matthew.hunter@ontario.ca
Eastern	Ian Hirschberger	613-583-6841	Ian.Hirschberger@ontario.ca
Northeastern	Melissa Rodgers	705-491-5427	melissa.rodgers@ontario.ca
Northeastern	Hope Renaud	705-492-0972	Hope.Renaud2@ontario.ca
Northwestern	John McClelland	807-627-1264	john.mcclelland@ontario.ca

Public Transportation and Highway Improvement Act R.S.O. 1990, CHAPTER P.50

Connecting links, extensions

21. (1) The Minister may designate a highway or part of a highway as a **connecting link** between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the road authority having jurisdiction over the highway or part of the highway. 1996, c. 1, Sched. M, s. 49.

Jurisdiction and control unchanged

- (2) A highway or part of a highway does not, by reason of its having been designated under subsection (1), become the property of the Crown, but every such highway or part of a highway remains under the jurisdiction and control of the road authority. 1996, c. 1, Sched. M, s. 49.

Highway Traffic Act R.S.O. 1990, CHAPTER H.8

Regulations limiting weight on bridges

123. (1) The Minister may make regulations limiting the gross vehicle weight of any vehicle or any class thereof passing over a bridge forming part of the King's Highway or a highway in territory without municipal organization and notice of the limit of the weights fixed by the regulation, legibly printed, shall be posted up in a conspicuous place at each end of the bridge. R.S.O. 1990, c. H.8, s. 123 (1).

By-laws limiting weight on bridges

- (2) The municipality or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over the bridge, and the requirements of subsection (1) with respect to the posting up of notice apply thereto. R.S.O. 1990, c. H.8, s. 123 (2); 1996, c. 33, s. 13 (1); 2002, c. 17, Sched. F, Table.

Same, on connecting links

- (3) Despite subsection (2), where the bridge forms part of a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 13 (2).

Regulations

- (4) The Minister may make regulations establishing standards to determine allowable gross vehicle weight for any vehicle or class of vehicle for the purpose of subsection (2). 1996, c. 33, s. 13 (2).

Traffic control signals and pedestrian control signals

144. (1) In this section:

Erection of traffic control signals and signal systems

- (31) Subject to subsection (31.1), no traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed except in accordance with an approval obtained from a person designated to give such approvals by the municipality or other authority that has jurisdiction over the highway or the intersection. 1996, c. 33, s. 14.

Same, on connecting links

- (31.1) No traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act* except in accordance with an approval obtained from the Minister or an official of the Ministry authorized by the Minister to grant such approval. 1996, c. 33, s. 14.

Effect of by-laws

Inconsistent by-laws deemed repealed

195. (1) If a provision of a municipal by-law passed by the council of a municipality or a police services board for,
(a) regulating traffic on the highways;

Appendix 2 – Municipalities with Connecting Links					By-Law 2025-56 Schedule A
MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
Central	Town of Halton Hills	Acton	7	Queen Street, Young Street, Mill Street, Main Street	2.80
Central	Town of Halton Hills	Georgetown	7	Guelph Street, Main Street	5.10
Central	Region of Niagara	Niagara Falls	420	From Stanley Avenue to Rainbow Bridge	1.50
Central	City of Barrie		26	Bayfield Street	2.40
Central	Township of Clearview	Stayner	26	King Street, Main Street	2.00
Central	Town of Collingwood		26	Lakeshore Street, Front Street, First Street, Huron Street, Hume Street, Pretty River Parkway	11.10
Central	Town of Innisfil	Cookstown	89	Queen Street, Church Street	1.30
Central	Town of New Tecumseth	Alliston	89	Young Street, King Street, Victoria Street	5.30
West	City of Brantford		24	King George Road	2.30
West	Town of Saugeen Shores	Port Elgin	21	Goderich Street	4.25
West	Town of Saugeen Shores	Southampton	21	Albert Street, Railway Street	5.55
West	Municipality of South Bruce	Mildmay	9	Elora Street	1.85
West	Town of South Bruce Peninsula	Warton	6	Berford Street	2.00
West	Municipality of Chatham-Kent	Chatham	40	Grand Avenue East, Street Clair Street	7.60
West	Municipality of Chatham-Kent	Wallaceburg	40	Dufferin Avenue, McNaughton Avenue, Murray Street	4.20
West	Town of Shelburne		10	Owen Sound Street	1.20
West	Town of Shelburne		89	Main Street	0.65
West	Town of Shelburne		10/89	Main Street	0.95
West	Town of Aylmer		3	Talbot Street	2.25
West	City of Windsor		3	Huron Church Road	3.75
West	Municipality of Grey Highlands	Markdale	10	Toronto Street	1.45
West	Municipality of Grey Highlands	Flesherton	10	Sydenham Street, Toronto Street	0.55
West	Town of The Blue Mountains	Thornbury	26	Arthur Street, King Street	2.40
West	Township of Chatsworth		6	Garafraxa Street	0.55
West	Municipality of Meaford		26	Sykes Street	3.45
West	City of Owen Sound		26	Highway 26, 16th Street East	2.90
West	City of Owen Sound		6/10	Highways 6/10, 9th Avenue East	1.20

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	By Law 2025-56 Schedule A	Length in Kilometres
				Connecting Link Roads	
West	City of Owen Sound		6/21	Highways 6/21, 10th Avenue West	2.65
West	Municipality of West Grey	Durham	6	Garafraxa Street	2.25
West	County of Haldimand	Cayuga	3	Talbot Road	1.25
West	County of Haldimand	Dunnville	3	Broad Street, George Street, Main Street	4.65
West	County of Haldimand	Hagersville	6	Main Street	1.60
West	County of Haldimand	Jarvis	3	Talbot Street	1.65
West	County of Haldimand	Jarvis	6	Main Street	2.30
West	Municipality of Central Huron	Clinton	4	Victoria Street	1.30
West	Municipality of Central Huron	Clinton	8	Huron Street, Ontario Street	2.10
West	Town of Goderich		8	Toronto Street, Huron Road, Elgin Avenue	2.10
West	Town of Goderich		21	Victoria Street, Bayfield Road, Britannia Road	2.55
West	Municipality of Huron East	Seaforth	8	Goderich Street	1.45
West	Municipality of South Huron	Exeter	4	Main Street	3.15
West	Municipality of Lambton Shores	Forest	21	Main Street, King Street	3.55
West	Municipality of Lambton Shores	Grand Bend	21	Ontario Street	3.00
West	Township of Lucan Biddulph	Lucan	4	Main Street	2.00
West	County of Norfolk	Delhi	3	King Street, James Street	2.10
West	County of Norfolk	Simcoe	3	Queensway West and East	4.00
West	County of Norfolk	Simcoe	24	Norfolk Street	2.55
West	Town of Tillsonburg		19	Broadway Street, Oxford Street, Simcoe Street, Vienna Street	5.45
West	Municipality of North Perth	Listowel	23	Main Street, Wallace Avenue	2.45
West	City of Stratford		7	Erie Street	4.00
West	City of Stratford		8	Huron Street	2.55
West	City of Stratford		7/8	Ontario Street	3.25
West	Municipality of West Perth	Mitchell	8	Ontario Road, Huron Road	2.90
West	Municipality of West Perth	Mitchell	23	Blanshard Road, Street George Street	2.10
West	Township of Centre Wellington	Fergus	6	St. David Street, Tower Street, Bridge Street	3.00
West	City of Guelph		6	Woolwich Street, Woodlawn Road.	2.55

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Road <small>By Law 2025-56 Schedule A</small>	Length in Kilometres
West	City of Guelph		7	Woodlawn Road, Wellington Street, Windham Street, York Road	10.00
West	Town of Minto	Clifford	9	Elora Street	1.75
West	Town of Minto	Harriston	9	Elora Street	0.80
West	Town of Minto	Harriston	89	Arthur Street	0.50
West	Town of Minto	Harriston	23	Arthur Street	0.65
West	Township of Wellington North	Arthur	6	Smith Street, George Street	1.90
West	Township of Wellington North	Mount Forest	6	Main Street, Market Street	2.65
West	Township of Wellington North	Mount Forest	89	Queen Street	3.15
Eastern	Town of Bancroft		28	Monck Road, Bridge Street	3.85
Eastern	Town of Bancroft		62	Mill Street, Hastings Street	7.25
Eastern	City of Belleville		62	North Front Street	2.80
Eastern	Municipality of Centre Hastings	Madoc	62	Russell Street, St. Lawrence Street Durham Street	2.00
Eastern	Municipality of Marmora and Lake		7	Matthew Street	1.30
Eastern	Municipality of Tweed	Tweed	37	Bridgewater Road, Victoria Street Georgetown Street	2.10
Eastern	Separated Town on Smiths Falls		15	Lombard Street, Beckwith Street Elmsley Street, Cornelia Street, Union Street	4.65
Eastern	Loyalist Township	Bath	33	Main Street	2.75
Eastern	Township of Havelock-Belmont-Methuen	Havelock	7	Ottawa Street	1.90
Eastern	Township of Champlain	Vankleek Hill	34	High Street, Queen Street	1.30
Eastern	Town of Hawkesbury		34	McGill Street, Main Street East, John Street	2.25
Eastern	County of Prince Edward	Bloomfield	62	Stanley Street Main Street	2.80
Eastern	County of Prince Edward	Picton	33	Main Street, Bridge Street	2.70
Eastern	Township of Bonnechere Valley	Eganville	60	Bonnechere Street, Cobden Road	1.30
Eastern	Township of Bonnechere Valley	Eganville	41	Bridge Street, Queen Street, Patrick Street Alice Street	1.20
Eastern	Township of Bonnechere Valley	Eganville	41/60	Bonnechere Street	0.80
Eastern	Township of Madawaska Valley	Barry's Bay	60	Opeongo Road	1.40
Eastern	City of Pembroke		41/148	Pembroke Street East, McKay Street River Road, Muskrat Drive, Olympic Drive	6.15

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads <small>By Law 2025-56 Schedule A</small>	Length in Kilometres
Eastern	Town of Renfrew		60/132	O'Brien Street Coumbes Street, Raglan Street; Highway 60 - Stewart Street; Highway 132 - Lisgar Avenue, Munro Avenue	6.80
Eastern	City of Cornwall		138	Brookdale Avenue	0.95
Eastern	City of Cornwall		138	Route to Seaway International Bridge	3.80
Eastern	City of Kawartha Lakes	Omeme	7	King Street	2.35
Northeastern	Town of Blind River		17	Causley Street from Lot 11/12 Concession 1 Township of Stricker westerly	4.35
Northeastern	City of Elliot Lake		108	From south junction of Esten Drive South to north of the junction of Timber Road North	5.80
Northeastern	Township of Hornepayne		631	From junction of Second Street and Leslie Avenue easterly	0.80
Northeastern	Municipality of Wawa	Michipicoten	101	From Southwest Townsite Limits easterly to East Townsite Limits	1.30
Northeastern	City of Sault Ste. Marie		550	Second Line West from Great Northern Road westerly	2.21
Northeastern	City of Sault Ste. Marie		550B	Carmen's Way from Second Line West to Queen Street and part of Queen Street	2.88
Northeastern	City of Sault Ste. Marie		17	Part of Trunk Road, Black Road, Second Line East and Great Northern Road	19.40
Northeastern	Town of Thessalon		129	Wharnccliffe Road, from junction of Highway 17 northerly	0.87
Northeastern	Township of Black River - Matheson		10	From junction of Highway easterly	0.65
Northeastern	Town of Hearst		11	Front Street from the Township Line of Way and Kendall, easterly to the East Limits of Sixth Street	1.75
Northeastern	Town of Kapuskasing		11	Government Road from the West Limits of Clear Lake Road, westerly to the East Limits of Bonnieview Road	6.80
Northeastern	Town of Smooth Rock Falls		634	Highway 634 by-pass, from junction of Highway 11 northerly to Cloutierville Road East	3.40
Northeastern	City of Timmins	Porcupine	101	From former railway crossing in Porcupine Westerly to East Limits of Kamiskotia Road	21.35
Northeastern	Township of Dysart et al		118	Part of Sunnyside, Maple, Mountain and Pine Streets to South Town Limits	1.15

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Road <small>By Law 2025-56 Schedule A</small>	Length in Kilometres
Northeastern	Township of Northeastern Manitoulin & The Islands	Little Current	6	From junction of Highway 540, southerly 0.7 kilometres and from junction of Highway 540 northerly	1.60
Northeastern	Township of Northeastern Manitoulin & The Islands	Little Current	540	From junction of Highway 6, westerly on Meredith Street then southerly on Worthington Street	0.95
Northeastern	Town of Mattawa		533	First Street and Main Street from junction of Highway 17 easterly	0.95
Northeastern	City of North Bay		63	Trout Lake Road, from junction of Highways 11/17, easterly to Lee's Road	3.35
Northeastern	Municipality of West Nipissing	Sturgeon Falls	64	From junction of Highway 17, northerly	1.70
Northeastern	Municipality of West Nipissing	Sturgeon Falls	17	Front Street from junction of Coursol Road westerly	2.40
Northeastern	Village of Burk's Falls		520	From South Limit of Burk's Falls to Ryerson Crescent	1.05
Northeastern	Municipality of Powassan	Trout Creek	522	From junction of Highway 522B, southerly to Barrett St	0.55
Northeastern	Town of Espanola		6	Centre Avenue from the East Town Limits northerly	4.10
Northeastern	Town of Kirkland Lake		66	Government Road From Goldthorpe Drive, easterly to East Town Limits	3.70
Northwestern	City of Dryden		17	Government Road, Grand Trunk Avenue	4.70
Northwestern	City of Dryden		594	Duke Street, West River Road, Aubrey Road	3.90
Northwestern	Town of Fort Frances		11	Scott Street, Rainy River Colonization Road, Mill Road	4.75
Northwestern	Town of Fort Frances		71/11	Kings Highway, Rainy River Colonization Road, Third Avenue, Central Avenue, Church Street	4.30
Northwestern	Town of Rainy River		11	Atwood Avenue	2.70

Appendix 3 – Scope Of Eligible Work – Detailed

By-Law 2025-56 Schedule A

The following table describes in detail what items may be eligible for funding under the Connecting Links Program. References are made to Annexes which provide specific requirements to be met as a condition of funding for costs.

Types of Work	Scope of Work
Road Works	<ul style="list-style-type: none"> – Sub-Grade Preparation; – Base and Sub-Base Construction; – Surfacing and resurfacing; – Curb and gutter, sewer covers and catch basins; – Replacement of items such as sidewalks, sidewalk ramps, fences, entrances, retaining walls, wheelchair curb cuts, due to grade or alignment change; – Alteration of entrances limited to the return of the entrance to the property line; – Guide rail and end treatments including steel beam guide rail and traffic barrier over 150 metres in length. Shorter sections are considered “Maintenance” and not eligible for funding; – Median and channelization works; – Boulevard paving in lieu of shouldering or sod maintenance for erosion protection; – Retaining walls supporting or protecting roadways; – Noise barriers; – Relocation and/or alteration of other municipal services, such as parking meters; – Construction of detours and temporary accesses, including costs of temporary easements, if required; – Traffic control measures related to construction projects; and – Cost of construction identification signs.
Appliances and Works	<ul style="list-style-type: none"> – Relocation and/or alteration of appliances and works as defined in the <i>Public Service Works on Highways Act</i>, R.S.O. 1990, c. P.49. – Refer to details in Annex A.
Traffic Control Devices	<ul style="list-style-type: none"> – Installation of new or upgrades to existing traffic control signals that are warranted, in accordance with the <i>Highway Traffic Act</i>, R.S.O. 1990, c. H.8, Regulation 626 of the <i>Highway Traffic Act</i>, and the Ministry of Transportation’s Ontario Traffic Manual, Book 12 or accessibility standards as defined in Ontario Regulation 191/11 of the <i>Accessibility for Ontarians with Disabilities Act</i>. Refer to details in Annex B.
Pedestrian Signals	<ul style="list-style-type: none"> – Installation of warranted Mid-Block Pedestrian Signals and pedestrian crossovers (PXO) in accordance with current <i>Highway Traffic Act</i> regulations.
Illumination	<ul style="list-style-type: none"> – Illumination at intersections with warranted traffic signals or unsignalized, full channelized, rural intersections, or at unprotected level railway crossings subject to Canadian Transportation Agency Board Order at crossing. Refer to details in Annex C.
Drainage	<ul style="list-style-type: none"> – Sub drain installation, open ditching, including off-take ditches and related easement costs to the nearest sufficient outlet, if included as a secondary item in a construction contract (i.e. less than 25% of total cost). All other drainage works that are considered to be “Maintenance” are not eligible for funding; – Concrete, asphalt and granite curbs up to the value of equivalent concrete or asphalt curbs; – Storm sewer installation, including pumping stations where required as detailed in Annex D; – Initial drainage construction assessments on roads. Subsequent upkeep is “Maintenance” and is not eligible for funding; – Stream improvements, if required, not to exceed 150 metres beyond a structure; and

Types of Work	Scope of Work	By-Law 2025-56 Schedule A
	<ul style="list-style-type: none"> – Culverts under 400 millimetres in diameter, if part of a construction contract, otherwise such culverts are considered to be “Maintenance” and not eligible for funding. Also, outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in Annex D. 	
Stormwater Management	<ul style="list-style-type: none"> – A portion of the cost of storm water detention/retention, ponds/tanks and oversized sewer pipes as detailed in Annex E. 	
Bridges, Culverts and Grade Separations	<ul style="list-style-type: none"> – Structure costs for new structures, deck replacements, bridge widening, including those with warranted sidewalks, major painting, major repair of existing structures, replacement of primary bridge components such as beams or piles, installation and removal of bailey bridges and retaining walls. Where culvert installations are done individually and not as part of a construction contract, they are considered to be “Maintenance” and are not eligible for funding, except for culvert installations over 400 millimetres in equivalent circular diameter. Culvert installations over 400 millimetres are always considered to be “Construction” and may be eligible for funding, whether done individually or as part of a construction contract; – Outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in Annex D; – Illumination: replacement to the equivalent of existing facilities only where necessary due to construction (see Annex C for details); – Stream improvements, if required, not to exceed 150 metres beyond a structure; – Stream diversion in lieu of structures, if covered by specific approval; – Construction and maintenance of detours in the immediate vicinity of temporary crossings; and – All items as applicable on the approaches for 30 metres from the outer extremities of any new bridge or culvert having an area of 4.5 square metres or more, except for railway grade separations. 	
Railway Crossings	<ul style="list-style-type: none"> – Crossing improvements as ordered by the Canadian Transportation Agency. 	
Preservation Management	<ul style="list-style-type: none"> – The following short-term or long-term remedial capital actions, which extend the life of an existing asset by rehabilitation procedures, may be eligible for funding: <ul style="list-style-type: none"> • Road surface: Continuous and Selective Paving, Routing and Sealing, Frost Heave Treatment; • Highway Services: Rehabilitation of intersections, interchanges; • Drainage: Rehabilitation of significant structures, timber culverts, concrete culverts, pipe culverts, roadway drainage; • Structures: Rehabilitation of bridge decks, structure piers, barrier walls and replacement of deck joints, bearings; and • Safety Devices: e.g., illumination, guiderail. 	
Detailed Design/Engineering	<ul style="list-style-type: none"> – Consultant’s fees for the project design, preparation of tender package and administration of tendering process; – Resurfacing projects will not qualify unless it can be shown that the project required a significant amount of engineering in the opinion of the ministry; – Traffic counting; – Soils and foundation investigations; – Surveys and mapping, including aerial surveys; and – Refer to Annex F for a detailed scope of work. 	
Contract Administration	<ul style="list-style-type: none"> – Consultant’s fees for contract administration during construction; – Supervision and inspections; – Material testing; – Field office rental; and – Refer to Annex G for detailed tasks and services. 	

Annex A: Appliances and Works

Where construction or improvement of a connecting link makes it necessary to alter or relocate appliances and works of an operating corporation, the cost that may be eligible for cost sharing under the terms of an applicable agreement is to be established based on the group to which the appliances and works belong.

Group 1

Group 1 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by an operating corporation. An operating corporation being defined, under the above noted statute, as a municipal corporation or commission or a company or an individual operating or using a telephone or telegraph service, or transmitting, distributing or supplying electricity or artificial or natural gas for light, heat or power.

Group 2

Group 2 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by Ontario Hydro, Bell Telephone Company, gas pipeline companies operating under Federal Charter.

Group 3

Group 3 relates to watermains and sanitary sewers placed on or under a highway other than storm sewers (see **Annex D**) and operated by the municipality, municipal corporation, or commission or company or individual.

Annex B: Traffic Control Devices

The installation and improvement costs, on connecting links, of warranted traffic control signals and other approved traffic control devices, as detailed in the Ontario Traffic Manual (OTM), may be eligible for funding.

Traffic Control Signals

1. To qualify for funding all traffic control signal installations must comply with the OTM Book 12 and meet the warrants contained in section 4 of the manual;
2. The traffic control signals must also conform to the requirements of the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, and more specifically Regulation 626;
3. The installation should meet the technical requirements of the ministry as detailed in the Ontario Provincial Standards and Specifications;
4. Ministry approval of the traffic signal design required for all traffic control signals located on a highway designated as a connecting link as required under section 144(31.1) of the *Highway Traffic Act*;
5. The modernization of traffic control signals that were not eligible upon installation may be approved for funding by the ministry if the conditions set out under the requirements in 1. to 3. above, are met;
6. The installation of traffic control signals, as part of the construction or reconstruction of an entrance or within five years thereafter, is not eligible for funding even when the warrants are met. It is assumed the municipality will recover the cost of the installation of such traffic control signals from the owner or developer served by the entrance;
7. The installation of warranted traffic control signals at an existing entrance, more than five years after the construction or reconstruction of the entrance, is eligible for funding provided all other criteria are met;
8. The municipality agrees to maintain such other traffic controls (e.g., parking restrictions) as may, in the opinion of the ministry, be necessary to ensure the efficient operation of traffic signals and will confirm this in writing;
9. A portion of the capital costs associated with a computerized traffic management system may be eligible for funding. The needs of a traffic management system as it relates to the connecting link will dictate the amount of funding. The municipality needs to justify its request to the ministry. The ministry will review each case and approve the funding, as applicable, based on merit; and
10. New or replacements for traffic control signals and the associated appurtenances must meet accessibility standards as defined in Ontario Regulation 191/11 of the *Accessibility for Ontarians with Disabilities Act*.

Other Traffic Control Devices that may be eligible for funding include:

1. All traffic signs defined in Books 5 and 6 of the OTM, including the French translation;
2. Illuminated signs provided that they are eligible under Books 5 and 6 of the OTM and conform to the standard sign, shape and colour;
3. All miscellaneous traffic devices defined in Book 12 of the OTM;
4. All pavement hazard and delineation markings defined in Book 11;
5. Overhead signs approved by the ministry; and
6. All signs and markings defined in Regulation 615 of the *Highway Traffic Act*.

Note:

- All signs and markings regarding pedestrian crossovers are expected to be moved from Regulation 615 to a new Minister's Regulation which will also include signs and markings for new pedestrian crossing devices for lower speed/ lower volume roads.
- This process is expected to be completed by the middle of 2016 provided that Bill 85, *The Strengthening and Improving Government Act*, 2015 passes in 2015.
- Guidelines for new pedestrian crossing treatment devices will be available in OTM Book 15 when the new regulation comes into force.

Annex C: Illumination

The capital cost for the installation of illumination on connecting links at intersections may be eligible for funding under the following conditions:

1. The intersections have warranted traffic signals,
2. The intersections are unsignalized, fully channelized, and classified as rural intersections, or
3. The highway intersects an unprotected level railway crossing subject to National Transportation Agency Board Order.

A warrant for partial illumination is considered to exist for new municipal installations as follows:

1. Intersections in built-up areas (see *Highway Traffic Act*, R.S.O. 1990 c. H.8, for definition of "built-up" area) with raised medians on all approaches, separate right and left turn lanes, and 4 lanes or more on each approach;
2. Intersections in rural areas ("rural area" is an area not classified as "built-up area") where warranted traffic signals exist, or two 4 lane undivided highways meet and warrants for traffic signals are at least 80% fulfilled, or traffic is channelized by one or more islands;
3. Unprotected municipal highway/rail crossing where the National Railway Transportation Agency has authorized the installation of luminaries. The federal government share will be deducted from the total cost before calculating the funding;
4. Highway tunnels in built-up areas where the tunnel is more than 25 metres long;
5. Design levels for illumination, including materials types and luminaries selected, shall not exceed Ministry of Transportation illumination policy; and
6. Illumination necessitated by adjacent development and illumination at private or commercial entrances is the responsibility of the property owner. Funding is not applicable for the design, construction, or power for illuminating these areas.

Annex D: Drainage

The capital cost for the installation of storm sewers on connecting links may be eligible for funding as set out below.

1. Storm sewer must be an economical alternative to the maintenance of an open ditch with numerous entrance culverts;
2. Storm sewer must be necessary in order to increase the use of an existing right-of-way for roadway purposes;
3. Storm sewer must be necessary in order to increase the traffic carrying capacity of an existing roadway by allowing for parking off the travelled way;
4. The replacement of an existing storm sewer must be for reasons of deterioration or to increase the capacity if the existing storm sewer is less than 700 millimetres diameter;
5. Only the facilities required for the drainage associated with the highway are eligible for funding;

6. Where the diameter of a storm sewer to be installed is greater than 700 millimetres, only that portion of the cost that 700 millimetres bears to the diameter of a circle of equivalent area measured in millimetres of the storm sewer installed, may be eligible for funding;
7. Where an off-take storm sewer or open ditch to an appropriate outlet is required, it may be eligible for funding under the following conditions:
 - 7.1. Where the storm sewer pipe is greater than 700 millimetres, the criterion in 6. above applies; or
 - 7.2. Where an open ditch is used, the cost eligible for funding shall be based on the same percentage that was applied to the last section of storm sewer pipe leading to the open ditch.
8. Where an adequate existing storm sewer is altered to accommodate drainage that is not eligible, such alteration is not eligible for funding;
9. Where a storm sewer on a highway under the jurisdiction of the province is designed to accommodate both the provincial highway drainage needs and those of a connecting link eligible under the Connecting Links Program, only the lesser of the municipality's share of the cost of construction or that amount calculated as in 6. above may be eligible for funding;
10. Where the municipality constructs a storm sewer that is eligible for funding and provides additional capacity for the needs of another municipality that are also eligible for funding, only the amount calculated as in 6. above may be eligible for funding;
11. Sewer covers associated with storm sewer systems may be eligible for funding. Where the outlets from the sewer cover are greater than 700 millimetres in diameter, only that portion of the cost that 700 millimetres bears to the diameter of the outlet pipe in millimetres may be eligible for funding; and
12. Where a storm sewer is installed under the provisions of the *Drainage Act*, R.S.O. 1990, Chapter D.17, the assessment made against the municipality will be eligible for funding subject to the limitations in 11 above.

Annex E: Stormwater Management

The capital cost for the installation of stormwater detention facilities on connecting links may be eligible for funding as detailed below.

1. It will be the responsibility of the municipality to analyse and cost various drainage system alternatives and justify the final selection based on the most economical and environmentally responsible solution. At the request of the municipality, the ministry will provide guidance on the degree of detail required in submissions.
2. The maximum cost of a storm water management system, complete with detention components and/or combined sewer components, to be considered cannot exceed the total cost of a conventional system with continuous, separated, normal size pipes and/or ditches by more than 10% as detention facilities have greater environmental benefits than separated systems. The following provisions apply:
 - 2.1. The maximum cost of a stormwater management system is the unadjusted total cost to the municipality, not just the portion of total cost eligible for road funding;
 - 2.2. A subsystem of a larger system is acceptable for consideration; and
 - 2.3. In a combined sewer system, the cost of providing extra sewage treatment capacity to accommodate the extra flows will be included in the total cost for comparison purposes. However, this cost is not eligible for funding.
3. The eligible costs for funding of the stormwater detention system must be adjusted to pay for only that water associated with the connecting link highway.
4. For a stormwater detention facility to be considered for funding, the detention facility must be justified on the basis that a controlled release of water is necessary to prevent water damage downstream.
5. For ponds and retention tanks with pipe inlets, funding will be based on the "700 millimetres diameter rule" (refer to **Annex D**, section 6) applied to the inlet or the sum of the diameters of the inlets. If an oversized inlet is used the diameter of the first normal size upstream pipe is to be used.
6. The "700 millimetres diameter rule" will be applied to oversized pipes whose purpose is not detention.
7. Where funding is applicable for combined sewers, the capital cost is subject to the "700 millimetres diameter rule".
8. Inlet control of stormwater is accomplished by allowing stormwater to temporary pond upstream of catch basins or other outlets. The water slowly subsides as the storm passes. Inlet control, within the highway, is eligible for funding provided the maximum depth of water accumulation at the travelled edge of the roadway does not exceed 75 millimetres (designers use two-year flood), and the ponded water does not present a safety or health hazard.

Annex F: Detailed Design/Engineering Studies

A municipality may submit for funding for detailed design/engineering as part of a proposed construction project. Alternatively, a municipality may submit for funding of detailed design/engineering as a separate project prior to construction. In the case of the latter, the ministry will not guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

The Ministry reserves the right to assess the components of the proposed detailed design and engineering to determine what scope of work is eligible for funding under the Connecting Links Program.

Applicants choosing to submit for funding of a separate detailed design/engineering study should:

1. Where applicable, include a copy of the preliminary design/engineering report for the proposed project completed by a professional engineer;
2. Include a copy of a proposal for detailed design and engineering, with quoted costs from a professional engineer;
3. Ensure road and bridge designs are undertaken according to the applicable municipal, provincial, federal, or other standards;
4. Include the appropriate scope of work for a detailed design/engineering study. Consideration for design elements may include, but are not limited to the following:
 - Site plans
 - Horizontal and vertical control data
 - Geometric design
 - Horizontal and vertical alignments
 - Pavement design, including life-cycle costing
 - Typical cross-sections
 - Design-cross-sections
 - Earth balance design
 - Grading
 - Drainage – quality and quantity, and storm sewer design
 - Utilities locations and relocations, where applicable
 - Illumination
 - Traffic control devices
 - Electrical design
 - Hydrotechnical design
 - General arrangement drawings (structures)
 - Foundation design
 - Substructure design
 - Superstructure design
 - Barriers, railings, expansion joints, bearings, protection systems
 - Traffic control plan, staging and detours
 - Traffic signing and pavement markings
 - PHM-125 approval
 - Property requirements
5. Ensure that the detail design/engineering study will establish a comprehensive cost estimate to construct the project;
6. Develop a schedule detailing the timing for:
 - Issuing RFP for detail design/engineering study
 - Commencement of detail design/engineering study
 - Completion of detail design/engineering study
 - Proposed timing for construction

7. Provide any info on whether the DTC has been considered and/or if any consultation with appropriate Indigenous Community has taken place.

Annex G: Contract Administration

It is expected that contract administration tasks will be carried out during project construction to verify:

- a) The work that was done during construction of the project;
- b) The quality of work and materials used during construction of the project, and;
- c) How much it will cost to complete construction of the project.

The contract administrator may be the municipality or a consultant retained by the municipality. Consultant's fees for contract administration services are eligible for funding. If the municipality is acting as contract administrator, the maximum amount allowable for contract administration cannot exceed 10% of total net eligible project costs.

The contract administrator will be responsible to monitor and approve any changes to the scope and costs for construction of the project. The municipality is responsible for any increase in project costs resulting from changes in the work. When changes in the work would be eligible for funding, additional funding may be considered on a case by case basis at the discretion of the ministry. The municipality shall pay all costs not approved by the ministry and all unforeseen costs of the construction work.

Change in the work: means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods, drawings, changes in the character of the work to be done or the materials of the work or part thereof, within the intended scope of the contract.

Consideration for tasks and services required for contract administration should include, but are not limited to:

- Convene and attend a pre-construction meeting(s)
- Convene and attend construction progress meetings as scheduled
- Prepare and distribute agendas and minutes for all meetings
- Respond to contractor's questions, proposals, and requests for information;
- Prepare and issue all work orders, field orders and change orders
- Prepare and certify monthly progress payment certificates
- Co-ordinate and schedule inspection and testing activities related to quality control/quality assurance for construction materials and work
- Communication of all field and laboratory test results (i.e., compaction) in a timely manner

Contract administration services tasks shall accommodate all aspects of the contract process through the Warranty Period and the Final Completion Certificate.

MTO encourages municipalities to consider innovation and the use of sustainable construction practices for Connecting Link projects.

MTO procurement practices allow the use of recycled and reclaimed materials up to the maximum limits imposed by engineering standards to ensure that such materials are not used inappropriately and do not compromise the longevity of pavements and structures.

If recycled and reclaimed materials are used appropriately, then cost savings can be achieved through conservation of resources, elimination of disposal costs and reduction in energy requirements and greenhouse gas emissions.

Ministry specifications permit recycled/reclaimed materials to be used in lieu of natural aggregates. Examples include reclaimed asphalt pavement (RAP), reclaimed concrete material (RCM), air-cooled blast furnace slag (BFS), granulated blast furnace slag, crushed glass and ceramics and roofing shingle tabs (RST).

For example, Ontario Provincial Standard Specification (OPSS) 1151 (hot mix asphalt) allows up to 40% RAP in hot mix binder courses and up to 20% RAP in premium surface courses. Aggregates for road base and sub-base (OPSS.PROV 1010) may include up to 100% RCM, up to 100% BFS, up to 40% RAP, and up to 15% crushed glass and/or ceramics.

MTO and connecting link municipalities share an interest in ensuring the durability of asphalt applied on connecting links. This can best be accomplished by applying ministry quality of material specifications used on provincial highways.

Standard Specification requirements for the properties for the various grades of Performance Graded Asphalt Cements (PGAC) are given in MTO OPSS 1101, November 2014. Connecting link municipalities should have regard to Special Provision No. 111F09M, February 23, 2015 which requires additional testing requirements (including Extended Bending Beam Rheometer) and acceptance criteria for all PGAC grades. Suppliers of PGAC must be listed as an asphalt cement supplier in MTO's Designated Sources for Materials Manual (DSM).

The additional up-front costs for more sustainable construction practices will be offset by the extended life of connecting link pavement and structures. The use of higher grade construction materials, more rigorous materials testing, contact administration, etc., are eligible for subsidy.

For more information contact your local Ministry of Transportation regional office listed in Section 10.

Appendix 6 – Connecting Link Inventory Requirements

By-Law 2025-56 Schedule A

Applicants are required to submit an Excel file or equivalent data file for ministry import into Excel that includes the following information for road sections and structures (three metres in length or greater in direction of traffic) for all connecting links in the municipality.

This information will be used to determine the current state of connecting link infrastructure and the ten-year capital improvement needs across the province.

Two data tables are required: Table 1 below lists the road data items and Table 2 lists the structure data items to be included. Please submit only connecting link road/bridge data – no other municipal roads or structures.

Table 1

Road Data Items

Highway Number

Street Name

Municipal Owner

Municipal Location (Community Name)

Section ID Number (Municipal Code)

Section From (Intersecting Street/Landmark)

Section To (Intersecting Street/Landmark)

Length (Metres)

Posted Speed

Class (Urban, Rural, or Urban/Rural)

Number of Lanes (e.g. 2 lanes, 4 lanes, 4 lanes plus median, or 4 lanes plus centre lane)

Number of Parking Spaces (if any)

Number of Traffic Signals or Pedestrian Crossings

Average Annual Daily Traffic

Average Daily Truck Traffic

Geometric Deficiencies (e.g. horizontal, vertical, intersection alignment, small culverts)

Operational Deficiencies (e.g. road width, intersection turning lane, traffic signal)

Pavement Deficiencies (e.g. pavement condition rating – documentation of method required)

Remaining Useful Life (Based on current condition – not year of construction)

Road Survey Date

Deficiency Timeline (Now, 1-5 years, or 6-10 years)

Proposed Project Improvement to address Deficiencies

Project Cost Estimate

Table 2

Structure Data Items

Highway Number

Street Name

Municipal Owner

Municipal Location (Community Name)

Structure ID Number (Municipal Code)

MTO Site Number (if known)

Structure Data Items

Longitude Coordinates

Latitude Coordinates

Structure Category (Bridge or Culvert)

Structure Type (e.g. Deck Truss, Through Truss, etc.)

Overall Length (length in direction of traffic)

Overall Width (width perpendicular to traffic)

Number of Lanes

Posted Weight

Year of Construction

Year of Last Rehabilitation

Structural (e.g. Structure deck, joints, beams, barriers, etc.)

Functional (e.g. Number of lanes, lane width, etc.)

Bridge Connection Index (If available)

Overall Structure Condition (Good, Fair, Poor)

Remaining Useful Life (Based on current condition – not structure age)

Year of Last Inspection (Ontario Structure Inspection Manual or equivalent inspection)

Structural Deficiency Timeline (Now, 1-5 years, or 6-10 years)

Potential Reduced Weight (If the deficiency is not addressed)

Proposed Project Improvement to address Deficiencies

Project Cost Estimate

[Print Guide](#)



**The Corporation of the City of Pembroke
Pembroke, Ontario**

Date: 2025-06-17

Resolution No: 25-06-20

Moved by:

Seconded by:

Be It Resolved That the Corporation of the City of Pembroke approves the application from Angela Cadeau and Sara Chartrand, tenants of 96 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant.

The applicant must comply with grant guidelines of the Downtown Heritage Façade Improvement Grant and will have 18 months to complete all work and submit receipts in order to receive the grant.

The grant total awarded to this applicant is \$386.70.

Carried

Mayor



**The Corporation of the City of Pembroke
Pembroke, Ontario**

Date: 2025-06-17

Resolution No: 25-06-21

Moved by:

Seconded by:

Be It Resolved That the Corporation of the City of Pembroke approves the application from Nick Potvin, owner of 126-128 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant.

The applicant must comply with grant guidelines of the Downtown Heritage Façade Improvement Grant and will have 18 months to complete all work and submit receipts in order to receive the grant.

The grant total awarded to this applicant is \$5,475.

Carried

Mayor



**The Corporation of the City of Pembroke
Pembroke, Ontario**

Date: 2024-06-17

Resolution No: 25-06-22

Moved by:

Seconded by:

Be It Resolved That the Corporation of the City of Pembroke approve the submission of the joint application with the Township of Laurentian Valley to the Municipal Housing and Infrastructure Program – Health and Safety Water Stream for the expansion of the Quarry Road water reservoir, new trunk watermain, and the planning and design of a new water tower.

Carried

Mayor

The Corporation of the City of Pembroke

By-law Number 2025-57

Being a By-law to confirm the proceedings of the Regular Meeting of the Council of the City of Pembroke at the meeting held on the Seventeenth day of June 2025

Whereas Section 5(1) of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be exercised by its council; and

Whereas Section 5(3) of the *Municipal Act*, as amended, provides that the powers of every Council are to be exercised by by-law; and

Whereas it is deemed expedient that the proceedings of the Council of the City of Pembroke at this meeting be confirmed and adopted by by-law.

Therefore, the Council of the City of Pembroke enacts as follows:

1. That all actions of the Council of the City of Pembroke at its meeting of June 17th, 2025, in respect of each report, motion, resolution or other action, passed and/or taken by the Council at its meeting, is hereby adopted, ratified, and confirmed as if all such proceedings were expressly embodied in this by-law; and
2. That the Mayor and appropriate officials of the City of Pembroke are hereby authorized and directed to do all things necessary to give effect to the said action and to obtain approvals where required, and to execute all documents necessary in that regard, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the City of Pembroke to all such documents.
3. That this By-law shall come into force and take effect upon the passing thereof.

Passed and Enacted This 17th Day of June 2025

Ron Gervais
Mayor

Victoria Charbonneau
Municipal Clerk