

**COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM
TRANSFER PAYMENT AGREEMENT**

THIS COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM TRANSFER PAYMENT AGREEMENT (the "Agreement") made in quadruplicate and effective as of the 16th day of July, 2015.

B E T W E E N :

Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario

(the "Province")

- and -

Town of Pelham

(the "Recipient")

BACKGROUND:

The Province has established the Community Transportation Pilot Grant Program (the "Program") to fund municipalities that partner with community organizations to plan and implement community transportation projects.

The Recipient has applied to the Province for funds to assist the Recipient to carry out a community transportation project and the Province wishes to provide such funds.

The Agreement sets out the terms and conditions applicable to the funding by the Province of the Project.

CONSIDERATION:

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

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

“**Agreement**” means this agreement entered into between the Province and the Recipient, and includes all of the schedules listed in section 30.1 (Schedules) and any amending agreement entered into pursuant to section 34.1 (Modification of Agreement).

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“**Budget**” means the budget attached to the Agreement as Schedule “B” (Budget).

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

“**Completion Date**” means March 31, 2017.

“**Effective Date**” means the date the Agreement is signed by the last Party.

“**Eligible Costs**” means the costs of the Project described in Schedule “C” (Eligible Costs and Ineligible Costs), Article C.1.0 (Eligible Costs), that are eligible for funding by the Province.

“**Event of Default**” means an Event of Default that is listed in section 14.1 (Events of Default).

“**Expiration Date**” means the date on which the Agreement will expire and is the date set out in section 3.1 (Term).

“**Funding Year**” means:

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

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

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her

ministers, agents, appointees and employees.

"Ineligible Costs" means the costs of the Project described in Schedule "C" (Eligible Costs and Ineligible Costs), Article C.2.0 (Ineligible Costs), that are not eligible for funding by the Province.

"Maximum Funds" means \$ 100,000.00.

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Party" means either the Province or the Recipient, and **"Parties"** means the Province and the Recipient.

"Program" means the Community Transportation Pilot Grant Program the Province has established to provide municipalities with the Funds.

"Project" means the undertaking described in Schedule "A" (Project Description and Timelines).

"PSSDA" means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

"Reports" means the reports described in Schedule "E" (Reporting).

"Timelines" means the Project schedule set out in Schedule "A" (Project Description and Timelines).

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and

complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement;

- (e) at least one community organization the Recipient identified in its Program funding application provides transportation services or has transportation resources or assets, or both;
- (f) the delivery of the services for the Project will begin no later than one year after the Effective Date, and will continue until the Completion Date; and
- (g) fares, as determined by the Recipient, are, and will continue to be until the Completion Date, charged for the community transportation services delivered for the Project.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7 (Reporting, Accounting and Review); and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

- 2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0 (Representations, Warranties and Covenants).

3.0 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on September 30, 2017 (the "Expiration Date") unless terminated earlier pursuant to Article 12.0 (Termination on Notice), Article 13.0 (Termination Where No Appropriation) or Article 14.0 (Event of Default, Corrective Action and Termination for Default).

4.0 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** Subject to the terms and conditions of the Agreement, the Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Sub-schedule "D.1" (Payment Plan); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

- 4.2 **Limitation on Payment of Funds.** Despite section 4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the Province with:
 - (i) the insurance certificate or other proof as the Province may request pursuant to section 11.3 (Proof of Insurance); and
 - (ii) a copy of the Recipient's by-law or resolution, as applicable, authorizing it to enter into this Agreement and designating the Recipient's signing officer for the Agreement;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project and the Recipient's compliance with the terms and conditions set out in the Agreement;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1 (Preparation and Submission); and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province

does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section 13.1 (Termination Where No Appropriation).

4.3 Use of Funds and Project. The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only for Eligible Costs and in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 No Changes. The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

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

4.7 Interest. If the Recipient earns any interest on the Funds, the Province may:

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

4.8 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the Eligible Costs incurred and paid by the Recipient in accordance with the Budget, less any costs

(including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund against Eligible Costs.

4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:

- (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** If the Recipient acquires goods or services, or both, with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

5.2 **Disposal.** The Recipient will not, without the Province's prior written consent and at any time within a period of 10 years following the acquisition of the asset, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded \$5,000.00 at the time of purchase.

6.0 CONFLICT OF INTEREST

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

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and

- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address provided in section 18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements set out in Schedule "E" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

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

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2 (Record Maintenance);
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3 (Inspection), the Recipient will disclose any information requested by the Province, its

authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

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

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

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

8.3 **Recognition, Promotional Events and Others.** The Recipient will:

- (a) in the event that the Recipient intends to communicate with the media or carry out any promotional event in relation to the Agreement, notify the Province in a timely manner and at least 15 days prior to any such communication; and
- (b) provide, whenever available, professional quality visual or audio-visual material about the Project to the Province to support wider communications about the Project.

9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

10.0 INDEMNITY

10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

- 10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 10.3 **Province's Election.** The Province 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 of the Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 10.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

11.0 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation.
- 11.2 **Reference to Program.** The insurance policy referred to in section 11.1 (Recipient's Insurance) will include, in addition to the provisions listed in that section, a reference to the Program.
- 11.3 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1 (Recipient's Insurance).

Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

12.0 TERMINATION ON NOTICE

12.1 Termination on Notice. The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset the costs against the amount owing pursuant to paragraph 12.2(b); and
 - (ii) subject to section 4.8 (Maximum Funds), provide Funds to the Recipient to cover such costs.

13.0 TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 13.1 (Termination Where No Appropriation), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph 13.2(b).

13.3 No Additional Funds. For purposes of clarity, if the costs determined pursuant to paragraph 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; and
- (d) the Recipient ceases to operate.

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient

used, but did not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. If, in accordance with paragraph 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph 14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice.

15.0 FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article 14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

16.0 FUNDS UPON EXPIRY

- 16.1 **Funds Upon Expiry.** The Recipient will, upon the Expiration Date, return to the Province any Funds remaining in its possession or under its control.

17.0 REPAYMENT

- 17.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

- 17.2 **Debt Due.** If, pursuant to the Agreement:

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

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

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

- 17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided in section 18.0 (Notice).

- 17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by her Majesty the Queen in right of Ontario.

18.0 NOTICE

- 18.1 **Notice in Writing and Addresses.** Notice will be in writing and delivered by email, postage-prepaid mail, personal delivery or fax, and addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Transportation
Municipal Transit Policy Office
777 Bay St., 30th Floor
Toronto, Ontario M7A 2J8

Attention: Katrina Fernandez,
Administrative Assistant

Fax: 416-585-7343
Email: CTProgram@ontario.ca

To the Recipient:

Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, ON L0S 1E0

Attention: Vickie vanRavenswaay,
Director of Recreation

Fax: 905-892-5055
Email: vicvanr@pelham.ca

18.2 Notice Given. Notice will be deemed to have been given:

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

18.3 Postal Disruption. Despite paragraph 18.2(a), in the event of a postal disruption:

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

19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

20.0 SEVERABILITY OF PROVISIONS

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

21.0 WAIVER

- 21.1 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 in Article 18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

22.0 INDEPENDENT PARTIES

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

24.0 GOVERNING LAW

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

25.0 FURTHER ASSURANCES

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

26.0 JOINT AND SEVERAL LIABILITY

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

27.0 RIGHTS AND REMEDIES CUMULATIVE

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

28.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

- 28.1 **Recipient Acknowledges.** The Recipient:
- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA and the *Auditor*

General Act (Ontario);

- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

29.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

29.1 Other Agreements. If the Recipient:

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

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

30.0 SCHEDULES

30.1 Schedules. The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Eligible Costs and Ineligible Costs;
- (d) Schedule "D" - Payments;
 - (i) Sub-schedule "D.1" - Payment Plan; and
 - (ii) Sub-schedule "D.2" - Claim and Payment Procedures; and
- (e) Schedule "E" - Reporting:
 - (i) Sub-schedule "E.1" - Project Status Report;
 - (ii) Sub-schedule "E.2" - Interim and Final Financial Status Report; and

- (iii) Sub-schedule "E.3" – Report on Coordinated Community Transportation Services.

31.0 SURVIVAL

- 31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the Expiration Date or the date of termination of the Agreement: Article 1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph 4.2(d), section 4.7 (Interest), section 5.2 (Disposal), section 7.1 (Preparation and Submission) to the extent that the Recipient has not provided the Reports to the satisfaction of the Province, sections 7.2 (Record Maintenance), 7.3 (Inspection), 7.4 (Disclosure), 7.5 (No Control of Records), 7.6 (Auditor General), Article 8.0 (Communications Requirements), Article 10.0 (Indemnity), subsection 12.2 (Consequences of Termination on Notice by the Province), sections 13.2 (Consequences of Termination Where No Appropriation) and 13.3 (No Additional Funds), section 14.1 (Events of Default), paragraphs 14.2(d), (e), (f), (g) and (h), Article 16.0 (Funds Upon Expiry), Article 17.0 (Repayment), Article 18.0 (Notice), Article 20.0 (Severability of Provisions), section 23.2 (Agreement Binding), Article 24.0 (Governing Law), Article 26.0 (Joint and Several Liability), Article 27.0 (Rights and Remedies Cumulative), Article 28.0 (Acknowledgment of other Legislation and Directives), Article 29.0 (Failure to Comply with Other Agreements), Article 30.0 Schedules), Article 31.0 (Survival), Article 33.0 (Entire Agreement), and Article 34.0 (Modification of Agreement).

32.0 COUNTERPARTS

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

33.0 ENTIRE AGREEMENT

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

34.0 MODIFICATION OF AGREEMENT

- 34.1 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO** as represented by the Minister of
Transportation for the Province of Ontario

Date

July 16, 2015

by:

Steven Del Duca

Name: Steven Del Duca

Title: Minister of Transportation

Town of Pelham

by:

Nancy J. Bozzatto

Name: Nancy J. Bozzatto

Title: Town Clerk

Date

May 22, 2015

by:

Dave Augustyn

Name: Dave Augustyn, Mayor

Title:

Date

May 22, 2015

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

PROJECT BACKGROUND

The Town of Pelham has a population of 16,675 and is composed of five villages: Effingham, Fenwick, Fonthill, North Pelham and Ridgville. Pelham has a mobile labour market. Statistics Canada’s National Household Survey states that in Pelham 5,130 residents leave and return at the end of each day. The Town of Pelham borders on six municipalities: City of St. Catharines; City of Thorold; City of Welland; Township of West Lincoln; Township of Wainfleet; and Town of Lincoln. The community is on the cusp of growth as development is beginning in two most recent urban area boundary expansions: East Fenwick urban area expansion and East Fonthill urban area expansion. It is expected an additional 5,000 new residents will be welcomed in the upcoming years.

Currently, the Town of Pelham does not have an inter-municipal transit service. The only transportation service that is currently offered in the community is provided by a non-profit organization, Pelham Cares Inc. Pelham has four established Senior Retirement Facilities and Pelham Cares clearly cannot meet the growing transportation demand. Residents struggle to find employment in Town, and without a transit service, employment opportunities are very limited.

Pelham youth require transportation to Niagara College (campuses in Welland and Niagara-on-the-Lake) and Brock University (Thorold), and it is essential to connect an inter-municipal system to the Niagara Regional Transit system. The Mayor’s Youth Advisory Council has identified an inter-municipal transit system, connecting the Villages to the business community, and further to the Niagara Regional Transit system as a priority in their 2015 Strategic Plan.

An inter-municipal transit system that connects to the regional transit system is important to:

- Support GO service in Niagara;
- Facilitate economic development;
- Contribute to a high quality of life for Pelham residents and beyond; and
- Provide environmentally sustainable transportation between communities.

PROJECT DESCRIPTION AND OBJECTIVES

The Project will include:

- A community consultation exercise to determine priority routes; community stops, i.e., medical facilities, shopping areas, recreation facilities, education, senior retirement facilities, food bank, etc.;
- Implementation of a Pelham inter-municipal transit system that will provide access

to Niagara College and Brock University by connecting to the Niagara Regional Transit system that will in turn connect to GO Transit services, thereby providing access to opportunities outside the Niagara Region; and

- Implementation of a Trans Cab service that will also include specialized accessible service to accommodate residents that are outside the inter-municipal transit system or have special needs.

COORDINATION MODEL:

The Project will put in place a common referral service with a telephone number and website for residents seeking information or who have special needs. Collaboration with a school bus/coachline provider will be used to provide the transit service within the community and connect to the Niagara Regional Transit Service, which will involve collaboration with other public transit agencies.

OBJECTIVES:

- This community transportation Project will improve mobility options for individuals who do not have access to their own transportation, including seniors, people with disabilities and others.
- By implementing an inter-municipal transit system that connects the villages with services within Pelham and connects to the Regional Transit system, it will build capacity to better meet local transportation demand.
- By implementing the inter-municipal transit system and the specialized accessible transit, this will provide additional services, which will lessen the demand on Pelham Cares and provide additional services to a greater number of residents.

SCOPE OF COMMUNITY TRANSPORTATION SERVICE

The implementation of the Pelham inter-municipal transit will provide transportation to the food bank; opportunities for employment; economic development for local business community; and opportunities to further education through connection to Niagara College and Brock University by connecting to the Niagara Regional Transit system.

Also by offering an inter-municipal transit system, it allows all residents to participate in the bus service year-round. Pelham Cares will determine the needs of their clients and coordinate the best transportation service. If the client requires transportation for a medical appointment in Hamilton, outside the Region, Pelham Cares will provide transportation services using their volunteers. If a client requires transportation to the food bank or access to a walk-in clinic or dentist in Town, Pelham Cares will assist their client to become familiar with the newly implemented transit system. By doing this, it will free up additional volunteers to drive clients outside the Region to doctor appointments.

Each community organization the Recipient identified in its Program funding application is incorporated and has been in operation for at least one year prior to January 30, 2015. The community organization will participate in the Project as described in the Recipient's Program funding application until the Completion Date.

DATE COMMUNITY TRANSPORTATION SERVICE TO BE IN PLACE

The service will be in place by May 30, 2015.

PROJECT TIMELINES

The service will be in place by May 30, 2015. It is anticipated that 75% of the Project tasks will be complete by September 30, 2015.

Table 1: Project Workplan

Project Timeline

Project Timeline	2015												2016												2017			
Task	J	F	M	A	M	J	J	A	S	O	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	
Submit application to MTO																												
Decision from MTO																												
Public Consultation																												
Media & Promotion																												
Implement inter-municipal transit system																												
Implement specialized accessible transit																												
Public Feedback & Consultation																												
Implement Fall/Winter Schedule																												
Public Feedback & Consultation																												
Implement Spring/Summer Schedule																												
Public Feedback & Consultation																												
Project Status & Draft Financial Report to MTO																												
Implement Fall/Winter Schedule																												
Public Feedback & Consultation																												

SCHEDULE "B"

BUDGET

Table B.1: Community Transportation Project Budget

Project Budget				
Item and Description	Cost	Funding Breakdown (Amount by Source)		
		Province	Recipient	Other Sources
Professional and Consulting Services				
Marketing & Communications Officer	\$5,000.00		\$5,000.00	
Transportation Facilitator**	\$20,000.00		\$20,000.00	
Equipment, Supplies and Materials	\$5,000.00		\$5,000.00	
Signage				
Public Outreach and Communication	\$5,000.00		\$5,000.00	
Advertising & Materials				
Service-Related	\$230,000.00	\$100,000.00		\$130,000.00
Inter-Municipal Transit Service				
Service Related	\$14,000.00			\$14,000.00
Specialized Accessible Transit				
Other – Fares*			To be determined	
Other – Sponsorships*			To be determined	
Interest from CT Reserve* Funds Account			To be determined	
Total	\$279,000.00	\$100,000.00	\$35,000.00	\$144,000.00
2015-16 Funding Year Total		\$90,000.00		
2016-17 Funding Year Total		\$10,000.00		

*Revenues from these sources will be reported on and forecasted up to the Completion Date in the Interim Financial Report.

SCHEDULE “C”

ELIGIBLE COSTS AND INELIGIBLE COSTS

C.1.0 ELIGIBLE COSTS

- C.1.1 Eligible costs are the costs that are directly related to and necessary for the successful completion of the Project and that are incurred and paid after the Effective date of the Agreement and prior to the Completion Date. No expenditures incurred outside of this period will be eligible for payment under the Program.
- C.1.2 Eligible costs must be documented through paid invoices or original receipts, or both.
- C.1.3 Provided that the above-noted general eligibility criteria are met, Eligible Costs may include:
- (a) Salary and benefits of a coordinator responsible for planning and implementing coordinated community transportation services;
 - (b) Consultant services to assist the Recipient and community organization(s) in implementing coordinated services (e.g., to assist in the implementation of information technology or the facilitation of cooperative initiatives between the municipality and community organizations);
 - (c) Purchase and implementation of a contact number or website, or both;
 - (d) Purchase and implementation/installation of software or hardware, or both;
 - (e) Acquisition of community transportation services (e.g., vehicles, drivers, booking and dispatch services) that are part of the Project;
 - (f) Legal services for the drafting of legal agreements;
 - (g) Costs of holding and facilitating meetings/consultation events/workshops with community transportation organizations for the Project;
 - (h) Training costs related to the implementation of the Project;
 - (i) Ontario-only travel and accommodation costs directly related to the planning and implementation of the Project. Expenses must align with the *Government of Ontario's Travel, Meal and Hospitality Expenses Directive*;
 - (j) Facilities costs of centralizing functions;
 - (k) Public outreach, communications materials and activities to promote the Project and service;
 - (l) Equipment, supplies and materials associated with the implementation of the Project; and

- (m) Other costs not indicated in the Budget that are, in the opinion of the Province, considered necessary for the completion of the Project, and have been approved in writing prior to being incurred.

C.2.0 INELIGIBLE COSTS

The following costs are Ineligible Costs:

- C.2.1 Cash prizes or direct subsidies to individuals, including multi-use transit passes for services that are not related to the Project;
- C.2.2 Food and beverages;
- C.2.3 Refundable goods and services tax, pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E. 15, as amended, or other refundable expenses;
- C.2.4 Costs associated with obtaining necessary approvals, licences or permits where the Recipient is the entity providing the approval, license or permit;
- C.2.5 Litigation costs incurred by the Recipient in any legal proceedings;
- C.2.6 Costs incurred before the Effective Date and after the Completion Date of the Agreement; and
- C.2.7 Other costs which are not specifically listed as Eligible Costs under this Schedule "C" (Eligible Costs and Ineligible Costs) and which, in the opinion of the Ministry, are considered to be ineligible.

SCHEDULE "D"

PAYMENTS

SUB-SCHEDULE "D.1" - PAYMENT PLAN

Subject to Sub-schedule "D.2" (Claim and Payment Procedures) of this Schedule "D" (Payments), the projected timing and amounts of the payments to be made pursuant to the Agreement is illustrated in the table below.

MILESTONE	MILESTONE PAYMENT AMOUNT
1. Receipt, as of the Effective Date, of the following: <ul style="list-style-type: none">• Certificate of Insurance; and• By-law or resolution designating signing officer and authorizing the Project.	Up to \$ 50,000.00
2. Receipt, as required pursuant to Sub-schedule "D.2" (Claim and Payment Procedures) and upon completion of 75% of the Project, of the following Reports from the Recipient: <ul style="list-style-type: none">• the Project Status Report (see Sub-schedule "E.1"); and• the Interim Financial Report (see Sub-schedule "E.2").	Up to \$ 40,000.00
3. Receipt, as of the Completion Date, of the following Reports from the Recipient as required pursuant to Sub-schedule "D.2" (Claim and Payment Procedures) : <ul style="list-style-type: none">• the Final Financial Report (see Sub-schedule "E.2"); and• the Report on Coordinated Community Transportation Services (see Sub-schedule "E.3").	Up to \$ 10,000.00

Note: The Province reserves the right to request additional information it deems necessary from the Recipient prior to making any milestone payment.

SCHEDULE "D" – PAYMENTS

SUB-SCHEDULE "D.2" - CLAIM AND PAYMENT PROCEDURES

- D.2.1 The submission of all documents listed under each Milestone under Sub-schedule "D.1" (Payment Plan) shall constitute a claim under that Milestone.
- D.2.2 The Recipient agrees that each claim shall be submitted to the Ministry within 60 days of:
 - (a) in the case of Milestone 1, the Effective Date;
 - (b) in the case of Milestone 2, achieving 75% of Project completion; and
 - (c) in the case of Milestone 3, after the Completion Date.
- D.2.3 The Ministry may request additional information from the Recipient prior to processing a payment and the Recipient shall make every effort to provide the information within 30 days of the request.
- D.2.4 Subject to the terms and conditions set out in the Agreement, including annual appropriations, the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, within 30 days of receipt, to the Province's satisfaction, of a claim fully completed in accordance with this Sub-schedule "D.2" (Claim Payment and Procedures), and evidence that a Project milestone has been completed. The Province will under no circumstance be liable for interest for failure to make a payment within the time limit set out in this Sub-schedule "D.2" (Claim Payment and Procedures).
- D.2.5 The Ministry shall have no obligation to pay a claim submitted more than 60 days after the Completion Date.

SCHEDULE "E"

REPORTING

Name of Report	Due Date
1. Project Status Report	By November 30, 2015, unless otherwise specified by the Province
2. Interim Financial Report	By November 30, 2015, unless otherwise specified by the Province
3. Final Financial Report	By May 31, 2017, unless otherwise specified by the Province
4. Report on Coordinated Community Transportation Services	By May 31, 2017, unless otherwise specified by the Province
5. Reports, including records and documentation, specified from time to time	On a date or dates specified by the Province
6. Participation in Post-program Evaluation	To be specified by the Province

Note: The Province reserves the right to request additional financial information on the Project as it may deem necessary.

1. Project Status Report:

The Recipient will prepare a report on the implementation of the Project that confirms 75% completion and indicates the relevant milestones completed. The report should reflect the work plan in Schedule "A" (Project Description and Timelines).

2. Financial Reports:

The Recipient will prepare an Interim Financial Report and a Final Financial Report containing a statement of Project expenditures incurred and paid to date, the Funds received, interest earned, other funding sources broken down by category. The financial reports will reflect actual Project expenditures and will provide an explanation for any variances. See Schedule "E.2" (Interim and Final Financial Status Report) for details.

The Interim Financial Report should, if there are variances or changes in the Budget or the Project expenditures, include a revised forecast of the Budget up to the Completion

Date. See Schedule "E.2" (Interim and Final Financial Status Report) for details.

Additional detailed financial reporting may also be required from the Recipient to reflect the amount of Funds received for the Project and the Project expenditures that occurred during the Funding Year.

3. Report on Coordinated Community Transportation Services:

The Recipient will be required to submit a report on the Project implementation and the resulting coordinated community transportation services. See Sub-schedule "E.3" (Report on Coordinated Community Transportation Services) for details.

4. Participation in Post-Program Evaluation:

The Recipient will, if requested by the Province, participate in any post-program evaluation events or activities after the Completion Date. This may include:

- Completing a survey on the Program, the Project and outcomes of the Project; and
- Participating in information sessions on community transportation to report on the Project, Recipient's experiences, and lessons.

SUB-SCHEDULE "E.1"

COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM

PROJECT STATUS REPORT

Name of Recipient (municipality): _____

Report submitted by: _____

Telephone: _____

Email: _____

Date: _____

Project Status

Provide a summary of the Project status to date. Include any issues, concerns or challenges related to the implementation of community transportation service, and the actions taken or to be taken to address them.

Insert information from your approved Project work plan in Schedule "A" (Project Description and Timelines). Indicate all tasks, status and any completion dates. Indicate the 75% milestone reached.

Project Task	Description	Projected Date of completion	Actual Date of completion	Status/Comments

SUB-SCHEDULE "E.2"

COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM

INTERIM AND FINAL FINANCIAL STATUS REPORT

Name of Recipient (municipality): _____

Report submitted by: _____

Telephone: _____

Email: _____

Date: _____

Financial Statement

Complete the table below using information from the Budget in Schedule "B" (Budget).
Include any approved revisions and adjustments to the Budget.

<div style="text-align: center;"> Recipient Name Interim Financial Report </div>								
Item and Description	Initial Cost	Spending to Date				Revised Project Cost	Variance (Initial Cost less Spending to Date)	Explanation ¹
		Spending to Date	Provincial Portion	Recipient Portion	Other Funding (Identify Source)			
If item is not included in original Budget, list it with a zero cost.								
Total								

<div>Recipient Name</div> <div>Final Financial Report</div>							
Item and Description	Initial Cost	Total Spending	Provincial Portion	Recipient Portion	Other Funding (Identify Source)	Variance (Initial Cost less Total Spending)	Explanation ¹
Total							

1. Explanation of Variances

Provide explanations of any variances indicated in the Variance column. Include any variances between the funding from other sources budgeted and actual funding received with explanations.

SUB-SCHEDULE "E.3"

COMMUNITY TRANSPORTATION PILOT GRANT PROGRAM

REPORT ON COORDINATED COMMUNITY TRANSPORTATION SERVICES

Name of Recipient (municipality): _____

Report submitted by: _____

Telephone: _____

Email: _____

Date: _____

1. Transportation Needs in the Community – Include description of available transportation service and service levels prior to the Project. Use the performance indicators selected in the Recipient's Program funding application, as applicable.
2. Coordinated Community Transportation Service Implementation –
 - a. Describe the new or enhanced services;
 - b. Indicate the timeframe of the implementation, the date the service was implemented, and describe the process of implementation;
 - c. Describe any technology/software utilized;
 - d. Describe any resources and/or assets shared;
 - e. Describe optimization of services (unused capacity, leveraging duplication of service); and
 - f. Describe any centralizing functions and/or standardization of procedures.
3. Project Partnership and Collaboration – Describe the partnership between municipality and community organization(s) and the collaboration that contributed to the Project.
4. Project Outcomes – Compare service levels prior the Project to new service levels achieved – including performance indicators. Use the performance indicators selected in the Recipient's Program funding application, as applicable. Describe the overall impact to the community.
5. Community Feedback – Provide any feedback from your ridership and the broader community.

6. Lessons Learned – Describe the challenges and lessons learned from your Project and any recommendations that could be shared with other municipalities or community organizations.