



## AGENDA

**Agenda for the Regular Meeting of the Tahsis Village Council  
to be held on January 18, 2022 in the Council Chambers  
Municipal Hall, 977 South Maquinna Drive and by electronic means**

**Remote access:** To attend this meeting remotely via Zoom/ phone

**Join the Zoom Meeting**

<https://zoom.us/j/7473599558>

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**Meeting ID: 747 359 9558**

**Find your local number: <https://zoom.us/j/7473599558>**

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**A. Call to Order** Mayor Davis will call the meeting to order at 7:00 p.m.

Mayor Davis will acknowledge and respect that we are meeting upon  
Mowachaht/Muchalaht territory.

**B. Introduction of  
Late Items** None.

**C. Approval of the  
Agenda**

**D. Petitions and  
Delegations** None.

**E. Public Input # 1**

**F. Adoption of the  
Minutes** None.

**G. Rise and Report**

**H. Business Arising**                **None.**

**J. Council Reports**        **1 Mayor Davis**  
                                      **2 Councillor Elder**  
                                      **3 Councillor Fowler**  
                                      **4 Councillor Llewellyn**  
                                      **5 Councillor Northcott**

**K. Bylaws**                        **None.**

**L. Correspondence**        **1 Letter Mayor Peter Busse, District of Lillooet to Brad Vis, MP for Mission-Matsqui-Fraser Canyon Re: BC Wildfire Petition.**

**M. New Business**        **1 2022 Budget Meeting Dates**  
  
                                      **2 Report to Council Re: Regional Grant Opportunity- UBCM 2022 Emergency Support Services.**  
  
                                      **3 Report to Council Re: UBCM 2022 Emergency Operations Centre**  
  
                                      **4 Canada Summer Jobs 2022- Application and Agreement**

**Public Input #2**

**Public Exclusion**

**Recess**

**Reconvene**

**Rise and Report**

**N. Adjournment**

**District of Lillooet**

615 Main Street, PO Box 610, Lillooet, BC V0K 1V0

**Tel:** 250-256-4289 **Fax:** 250-256-4288

🌐 Lillooet.ca ✉ info@lillooet.ca

December 15, 2021

File #: 0400-20

*Via email:* brad.vis@parl.gc.ca

Brad Vis, MP for Mission-Matsqui-Fraser Canyon  
House of Commons  
Ottawa, Ontario K1A 0A6

**To:** Mr. Brad Vis:**RE: BC Wildfires Petition**

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The District of Lillooet (the "District") Councillor Laurie Hopfl has taken part in conversations with many stakeholders across our community regarding the needed changes to protect BC forests and every living thing in them.

On December 7, 2021, Councillor Hopfl made a notice of motion at the District Regular Council Meeting and sought Council support for a call to action as outlined in a petition, "BC Wildfires" that was signed by 46 Lillooet area residents.

The BC Wildfires petition, enclosed with this correspondence, is addressed to the Government of Canada and asks for the Government of BC and Canada to empower local persons, those working with licensees, industry and contractors, Indigenous communities, ranchers and workers such as fire fighters, forestry workers, and all those that see the day-to-day issues and have front line knowledge to provide feedback on the inconsistencies and shortcomings with regard to forest management and wildfire prevention in order to help bring about much-needed change.

Inspired by the Ontario government who assembled an 'All Hazards Agency' that employs people to manage fire, flood and slides, we believe that BC needs this type of agency as well.

We believe that impacts to lumber prices and job availability, mill closures, current and future mudslides, damage to critical habitat, and house insurance increases are trickle effects that will continue to have detrimental effects on BC's future if we do not make necessary changes to current forest practice procedures.

Consequently, the District of Lillooet calls upon the Provincial and Federal Governments to provide better forest management and wildfire protection by assessing the current policies and guidelines to enhance those that are working and to re-evaluate and change those that are not.

As such, the District Council passed resolution R-235-2021:

*THAT Mayor and Council accept the petition "BC Wildfires" for information;*

*AND THAT the petition be provided to the House of Commons and that MP Brad Vis may address the petition there;*

*AND THAT staff write a letter on behalf of Mayor and Council that reiterates and supports the points in the petition;*

*AND FURTHER THAT the letter be sent to the MLA, MP, and all Councils of BC communities.*

We respectfully request that you present the BC Wildfires petition to the Clerk of Petitions and upon receiving certification, to the House of Commons.

We invite other BC communities to adopt similar resolutions and join our efforts to bring about change in BC.

On behalf of Council, thank you for your consideration of this request.

Sincerely,



Mayor Peter Busse  
District of Lillooet

cc: All UBCM Member Local Governments  
Jackie Tegart, MLA for Fraser-Nicola  
encl. BC Wildfires petition

**BC Wildfires:****Whereas:**

We are calling for better forest management and wildfire prevention as well as empowering Local People, working with Licensees, Industry & Contractors, Indigenous Communities, Ranchers, and boots on the ground workers such as Fire Fighters, Forestry workers, and all those that see day to day issues and have the frontline knowledge to provide feedback on the inconsistencies and can help to create change.

Ontario created an 'All Hazards Agency' that employs people to manage fire, flood and slides. We believe BC needs this too. Create full time, year around employment for forest restoration and management for fire fighters.



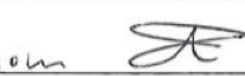


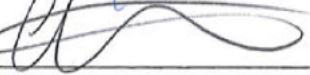
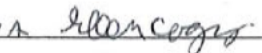
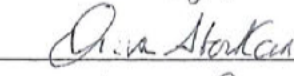

The trickle effect of lumber prices and availability along with jobs, mill closures, current and future mudslides, damage to critical habitat, and house insurance increases will have an alarming effect on BC's future if we don't change the current forest practice procedures.

We need to make a change to protect BC Forests and every living thing in it.

**Therefore:**

This petition is calling on our Provincial and Federal Governments to provide better forest management and wildfire protection by assessing the current policies and guidelines to enhance those that are working and to re-evaluate and change those that are not.

Reference: Youtube: 'A Valley Destroyed', The story of Monte Lake & Paxton Valley, Part 1 & 2

	NAME (PRINT)	ADDRESS (FULL Address and City)	EMAIL (PRINT)	SIGNATURE (SIGN)
1.	Renee Angus	1-2220 Hwy 99 N Lillooet BC		Renee Angus
2.	Jaqueline Bzdel	697 Columbia St Lillooet, BC V0K1V0		
3.	B. Allen	7389 Hwy 12 Box 2068		
4.	D. Adolph	PO Box 264 1251 Ruswicks E. Lillooet, B.C., V0K1V0, C9		
5.	L. Watterson	PO Box 701 #3-118 119 Ave. Lillooet BC V0K1V0		
6.	Jamie Doyle	PO Box 1343 Lillooet BC. V0K1V0		
7.	Chelsea Atkinson	PO Box 2007 Lillooet BC V0K1V0		
8.	Maria Gmscher	133 PINE RIDGE RD LILLOOET, BC V0K1V0		MASCHER Maria
9.	Ellen COGGINS	PO Box 1036 LILLOOET BC V0K1V0		
10.	Erna Storkan	Box 916 Lillooet BC V0K1V0		
11.	Sarah Rommel	Box 1109 Lillooet BC V0K1V0		



THEREFORE

NAME (PRINT)	ADDRESS (FULL Address and City)	EMAIL (PRINT)	SIGNATURE (SIGN)
Robin Jones	123 Main Avenue Mission		Robin Jones
12. Betty Grossler	415 Sumner Rd		E. J. Grossler
13. BARBARA WESTON	640 SUMNER		Barbara Weston
14. Paddy Weston	116-11 <sup>TH</sup> AVE		P Weston
15. JEFF LOR	632 Main St		JL
16. Daryle Hayward	112 Hoey		Daryle Hayward
17. Shirley Mackay	2827 Transcan Lytton, BC Hwy		S. Mackay
18. Patrik Loring	2827 Transcan Lytton, BC Hwy		Patrik L. Loring
19. B. McCandless	Texas CK Hil		B McCandless
20. Debbie Cain	165 Ponderosa Hwy		D. Cain
21. Mario Tajama	Yalalom Rd 1990		M. Tajama
22. LINDA LOR	632 Main St		L. Loring
23. Ron Taylor	405 Kennedy Pa		RON TAYLOR
24. Karine Jolly	689 Columbia		K. Jolly
25. Wendy Barman	Box 1402, Lillooet		Wendy Barman
26. J. H. HANCOCK	1111		J. H. Hancock
27. BRETT LESTER	WINNIPEG		B. Lester
28. LACH MACDONALD	760 MOMA RD		L. MacDonald
29. LAUREN WHEAT	PO Box 2045 Lillooet B.C.		Lauren Wheat
30. Brian & Weeks	270 TAYLOR RD.		Brian & Weeks

ONCE BOTH SIDES OF THIS PETITION ARE COMPLETED, PLEASE RETURN THIS PAGE POSTAGE-FREE TO:

BRAD VIS, MEMBER OF PARLIAMENT – House of Commons, Ottawa, ON K1A 0A6

A paper petition must contain a minimum of 25 valid signatures with addresses. A petition must contain original signatures written directly on the document and not pasted, taped, photocopied or otherwise transferred to it. Each petitioner must sign (not print) their name directly on the petition and must not sign for anyone else. If a petitioner cannot sign because of illness or disability, this must be noted on the petition and the note signed by a witness.



## PETITION TO THE GOVERNMENT OF CANADA

**BC Wildfires:****Whereas:**

We are calling for better forest management and wildfire prevention as well as empowering Local People, working with Licensees, Industry & Contractors, Indigenous Communities, Ranchers, and boots on the ground workers such as Fire Fighters, Forestry workers, and all those that see day to day issues and have the frontline knowledge to provide feedback on the inconsistencies and can help to create change.

Ontario created an 'All Hazards Agency' that employs people to manage fire, flood and slides. We believe BC needs this too. Create full time, year around employment for forest restoration and management for fire fighters.

The trickle effect of lumber prices and availability along with jobs, mill closures, current and future mudslides, damage to critical habitat, and house insurance increases will have an alarming effect on BC's future if we don't change the current forest practice procedures.

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Reference: Youtube: 'A Valley Destroyed', The story of Monte Lake & Paxton Valley, Part 1 & 2

NAME (PRINT)	ADDRESS (FULL Address and City)	EMAIL (PRINT)	SIGNATURE (SIGN)
Robin Jones	123 Main Avenue Mission		Robin Jones
31. LAURIE HOPL	P.O. Box 1428 Lillooet, BC		Laurie Hopf
32. G VANDERWOLF	P.O. Box 1358 Lillooet		G. Vanderwolf IS.NET
33. Hannah Weeks	270 Taylor Rd Lillooet B.C.		H Weeks
34. WAYNE COOK	Box 1507 Lillooet, B.C.		Wayne Cook
35. Bob Armitstead	Lillooet BC		Bob Armitstead
36. Ron McKay	Lillooet BC		Ron McKay
37. Michael/Sam	Lytton BC		Michael/Sam
38. Maria Torres	Lillooet		M. Torres

ONCE BOTH SIDES OF THIS PETITION ARE COMPLETED, PLEASE RETURN THIS PAGE POSTAGE-FREE TO:

BRAD VIS, MEMBER OF PARLIAMENT – House of Commons, Ottawa, ON K1A 0A6

[illegible]



## VILLAGE OF TAHSIS

**Report to Council**

**To:** Mayor and Council

**From:** M. Tatchell, Chief Administrative Officer  
L. Illes, Fire Chief

**Date:** October 28, 2021

**Re:** **Regional Grant Opportunity - UBCM 2022 Emergency Support Services**

**PURPOSE OF REPORT:**

To consider a regional grant application to the Community Emergency Preparedness Fund 2022 Emergency Support Services program from the Union of BC Municipalities in order to enhance emergency Group Lodging capacity in Tahsis. It is proposed that this application would be in partnership with the Strathcona Regional District and other municipal and First Nation entities.

**OPTIONS/ALTERNATIVES**

1. *Provide a resolution as drafted*
2. *Decline to provide a resolution*

Staff recommends **Option 1** as this will enable staff to pursue additional external funding opportunities.

**BACKGROUND:**

The CEPF is a suite of funding programs intended to enhance the resiliency of local governments and their residents in responding to emergencies. The intent of this funding stream is to support eligible applicants to build local capacity to provide emergency support services through volunteer recruitment, retention and training, including in-house training, and the purchase of ESS equipment. Eligible applicants can submit one application per intake, or as a partnering applicant in a regional application. It is proposed that the Strathcona Regional District will be the primary applicant in a regional application with the Village of Tahsis as a partner applicant. The deadline submission for this grant is January 22, 2022. Protective Services through the Strathcona Regional District would provide overall supervision and coordination of the project.

**POLICY/LEGISLATIVE REQUIREMENTS:**

None

**FINANCIAL IMPLICATIONS:**

In order to be considered as a partner, the Village of Tahsis is required to submit a Council Resolution that clearly states that the Village of Tahsis authorizes the Strathcona Regional District to provide overall grant management.

<b>Item</b>	<b>Cost</b>
Stand up tents for emergency shelter	\$3,500
Insulating the side of two seacans (sprayfoam)	\$3,200
Labour cost to temporarily move the seacan contents while the sides are spray-foamed	\$800
Shelving racks	\$600
Lumber for shelving	\$400
<b>Total</b>	<b>\$8,500</b>

**RECOMMENDATION:**

1. THAT the report from the Chief Administrative Officer be received.
2. THAT as part of the Village of Tahsis' ongoing work in relation to emergency Group Lodging that an application for financial assistance under the Community Emergency Preparedness Fund 2022 Emergency Support Services grant be authorized for submission to the UBCM in collaboration with the Strathcona Regional District; and

THAT the Strathcona Regional District be authorized to provide overall grant management on behalf of the Village of Tahsis if the application is successful

Respectfully submitted:




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Mark Tatchell  
Chief Administrative Officer

## VILLAGE OF TAHSIS

**Report to Council**

**To:** Mayor and Council

**From:** M. Tatchell, Chief Administrative Officer  
L. Illes, Fire Chief

**Date:** November 30, 2021

**Re:** **Regional Grant Opportunity - UBCM 2022 Emergency Operations Centre**

**PURPOSE OF REPORT:**

To consider a regional grant application to the Community Emergency Preparedness Fund 2022 Emergency Operations Centre program from the Union of BC Municipalities in order to procure and install a secondary tsunami siren. It is proposed that this application would be in partnership with the Strathcona Regional District and other municipal and First Nation entities.

**OPTIONS/ALTERNATIVES**

1. *Provide a resolution as drafted*
2. *Decline to provide a resolution*

Staff recommends **Option 1** as this will enable staff to pursue additional external funding opportunities.

**BACKGROUND:**

The CEPF is a suite of funding programs intended to enhance the resiliency of local governments and their residents in responding to emergencies. The intent of the EOC funding stream is to support eligible applicants to build local capacity through the purchase of equipment and supplies required to maintain or improve an EOC and to enhance EOC capacity through training and exercises. Eligible applicants can submit one application per intake, or participate as a partnering applicant in a regional application.

It is proposed that the Strathcona Regional District (SRD) be the primary applicant in a regional application with the Village of Tahsis in a partner applicant. The deadline submission for this grant is February 25, 2022. In order to be considered as a partner, the Village of Tahsis is required to submit a Council resolution that clearly states that the village authorizes the regional district to provide overall grant management. Protective Services, through the regional district, would provide overall supervision and coordination of the project.



**POLICY/LEGISLATIVE REQUIREMENTS:**

Section 3e of the *Local Government Emergency Management Regulations* states that a local government must establish procedures by which those persons who may be harmed or who may suffer loss are notified of an emergency or impending disaster.

**FINANCIAL IMPLICATIONS:**

In order to be considered as a partner, the Village of Tahsis is required to submit a Council Resolution that clearly states that the Village of Tahsis authorizes the Strathcona Regional District to provide overall grant management.

If the application is successful, the SRD will allocate \$15,000 to support the Village of Tahsis with the procurement and installation of a tsunami siren.

**RECOMMENDATION:**

1. THAT the report from the Chief Administrative Officer be received.
2. THAT as part of the Village of Tahsis' ongoing work in relation to tsunami response that an application for financial assistance under the Community Emergency Preparedness Fund 2022 Emergency Operations Centre grant be authorized for submission to the UBCM in collaboration with the Strathcona Regional District; and

THAT the Strathcona Regional District be authorized to provide overall grant management on behalf of the Village of Tahsis if the application is successful

Respectfully submitted:



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Mark Tatchell  
Chief Administrative Officer

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**Subject:** FW: Reminder! Canada Summer Jobs 2022 – Call for Applications / Rappel! Emplois d'été Canada 2022 – Présentation de demandes

**From:** [W-T-SUMMER-ETE-GD@servicecanada.gc.ca](mailto:W-T-SUMMER-ETE-GD@servicecanada.gc.ca) <[W-T-SUMMER-ETE-GD@servicecanada.gc.ca](mailto:W-T-SUMMER-ETE-GD@servicecanada.gc.ca)>

**Sent:** January 11, 2022 10:30 AM

**Subject:** Reminder! Canada Summer Jobs 2022 – Call for Applications / Rappel! Emplois d'été Canada 2022 – Présentation de demandes

Français suit.

## **Reminder!**

The annual call for applications for the Canada Summer Jobs (CSJ) program is open and will remain open until January 25, 2022.

To support employers through a period of economic recovery, the Department will fund up to 100,000 jobs for youth through CSJ 2022. For 2022, CSJ is returning to its regular parameters and will offer quality jobs over the summer months.

Applicants can seek funding to hire youth between April 25, 2022 and September 3, 2022.

Approved employers from the not-for profit sector will still be eligible for a wage subsidy reimbursement of up to 100% of the provincial or territorial minimum hourly wage. Approved public and private sector employers will be eligible to receive a wage subsidy reimbursement of up to 50% of the provincial or territorial minimum hourly wage.

## **CSJ 2022 - Are You Ready?**

Are you ready to:

- create quality work experiences for youth?
- provide youth with opportunities to develop and improve their skills?
- respond to national and local priorities to improve access to the labour market for youth who face unique barriers?

If yes, then apply for the Canada Summer Jobs funding!

Remember to read [the Applicant Guide](#). It contains detailed information about the application process, including on how you can demonstrate the quality of your proposed job placement(s).

Should you have any questions about CSJ 2022 or the application process after reading the guide, please do not hesitate to contact Service Canada.

[Apply now!](#)

For more information:

Click: [www.canada.ca/canada-summer-jobs](http://www.canada.ca/canada-summer-jobs)

Call: 1-800-935-5555 (ATS: 1-800-926-9105)

**If you are interested in attending a virtual Information Session, register here:** <https://2022infosessions.eventbrite.ca>

**Thank you for your interest in Canada Summer Jobs.**

Canada Summer Jobs Program

Program Delivery Branch

[Service Canada](#) / [Government of Canada](#)



## Rappel!

La présentation de demandes annuelle pour Emplois d'été Canada (EEC) a été lancée et sera ouverte jusqu'au 25 janvier 2022.

Pour appuyer les employeurs pendant une période de reprise économique, le ministère financera jusqu'à 100 000 emplois pour les jeunes grâce à EEC 2022. En 2022, EEC reviendra à ses paramètres réguliers et à son objectif principal d'offrir des emplois de qualité à temps plein au cours des mois d'été.

Les employeurs peuvent présenter des demandes de fonds qui leurs permettront d'embaucher des jeunes entre le 25 avril 2022 et le 3 septembre 2022.

Les employeurs approuvés pour financement du secteur à but non lucratif seront admissibles à un remboursement de contribution salariale pouvant atteindre 100 % du salaire horaire minimum provincial ou territorial. Les employeurs approuvés pour financement des secteurs public et privé seront admissibles à un remboursement de contribution salariale pouvant atteindre jusqu'à 50 % du salaire horaire minimum provincial ou territorial.

## EEC 2022 - Êtes-vous prêt ?

Êtes-vous prêt à :

- offrir des expériences de travail de qualité aux jeunes ?
- offrir aux jeunes des occasions de développer et d'améliorer leurs compétences ?
- répondre aux priorités nationales et locales afin d'améliorer l'accès au marché du travail pour les jeunes qui font face à des obstacles à l'emploi ?

Si oui, présentez une demande de financement pour Emplois d'été Canada!

N'oubliez pas de lire: [le Guide du demandeur](#). Il contient des informations détaillées sur la manière dont vous pouvez démontrer la qualité de votre proposition d'emploi(s).



## Articles of Agreement

### Between

Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development (hereinafter referred to as "Canada")

### And

The Employer identified as the "Legal Name of the Organization" on the attached document titled "Canada Summer Jobs - Application/Agreement" (hereinafter referred to as the "Employer")

Hereinafter collectively referred to as "the Parties"

Whereas Canada has established the Canada Summer Jobs program, a component of the Youth Employment and Skills Strategy, under which financial assistance may be provided to Employers to encourage these Employers to hire youth to help them in acquiring employment and/or career related skills;

Whereas the Employer proposes to hire Participant(s) for the Job(s) listed in the "Canada Summer Jobs Application"; and

Whereas Canada has agreed to make a contribution towards the costs of the Job(s) under Canada Summer Jobs;

Now, therefore, Canada and the Employer agree as follows:

### 1.0 Agreement

1.1 The following documents and any amendments relating thereto form the Agreement between Canada and the Employer:

the document hereto entitled "Canada Summer Jobs - Application/Agreement";  
the document hereto entitled "Calculation of Approved Canada Summer Jobs Contribution Amount".

### 2.0 Interpretation

2.1 In this Agreement,

"Funding Period" means the period during which the Job is taking place as indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document;

"Job" means the job activities and related information described in Part B - Job Details in the Application/Agreement form;

"Mandatory Employment Related Costs" means payments that the Employer is required by law to make in respect of Participants including, but not restricted to, those required for Employment Insurance premiums, Canada or Quebec Pension Plan contributions, vacation pay, Workers' Compensation Premiums or equivalent liability insurance (if applicable), Health Services Fund, Quebec Parental Insurance premiums, Commission des normes, de l'équité, de la santé et de la sécurité du travail in

Quebec, Health and Post-Secondary Education Tax in Newfoundland and Labrador, Health and Post-secondary Education Levy in Manitoba, and Employer Health Tax where applicable;

"Overhead Costs" means such costs, other than wages and Mandatory Employment Related Costs, incurred by the Employer, which are in compliance with the conditions governing eligible costs set out in this Agreement;

"Participant" means an individual who is hired by the Employer for a Job during the period set out in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document and who:

is between 15 and 30 years of age (inclusive) at the start of employment;

is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the Immigration and Refugee Protection Act\*; and

is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

\*International students are not eligible. Recent immigrants are eligible if they are Canadian Citizens or permanent residents.

"Project" means the hiring, administration of, and job activities, and organization's activities as described in the Application/Agreement;

Words imparting the singular include the plural and vice versa.

### 3.0 Effective date and duration

3.1 This Agreement shall come into effect on the signature date specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount" and, subject to section 3.2, shall expire when Canada issues the final payment unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Employer shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

### 4.0 Canada's contribution

4.1 Subject to the terms and conditions of this Agreement, Canada will make a contribution to the Employer towards the costs incurred by the Employer as a result of the provision of the Job(s) to the Participant(s) of an amount not exceeding the amount indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document. Not-for-profit employers are eligible to receive funding for up to 100% of the provincial or territorial minimum hourly wage. Public and private sector employers are eligible to receive funding for up to 50% of the provincial or territorial minimum hourly wage.

4.2 Costs are eligible costs only if they are, in the opinion of Canada, reasonable and directly related to the provisions of the Job(s). Only those costs incurred during the Funding Period are eligible costs. No costs incurred prior to or following the Funding Period are eligible costs.

4.3 When hiring a Participant with a disability, the Employer agrees that Canada's contribution towards special equipment facilities and support necessary for the participation shall not exceed the actual costs.

4.4 The amount of Canada's contribution in respect of Mandatory Employment Related Costs incurred in respect of each Participant shall not exceed the amount that would be payable if the Participant's wages were paid at the provincial or territorial adult minimum wage rate.

4.5 In the event that the hourly wage rate paid by the Employer is less than the hourly wage rate shown in the Application/Agreement, Canada may, in its discretion, reduce the amount of its contribution in respect of those eligible costs.

## 5.0 Appropriation

5.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the fiscal year in which the payment is to be made.

## 6.0 Terms of payment

6.1 (1) Upon validation of the Employer's business number, and subject to paragraph (2), Canada's contribution shall be payable upon receipt and verification of a claim made by the Employer in a form prescribed by Canada, such claim to be submitted by the Employer within 30 days following the termination of the Job(s) covered by the Agreement.

(2) Payment of Canada's contribution may be made as follows:

Where the total value of the contribution is up to \$100,000

an initial advance payment not exceeding 75% of the estimated total contribution payable under the Agreement; and

upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

Where the total value of the contribution is from \$100,001 up to \$500,000

following the receipt of a cash flow forecast, an initial advance payment not exceeding 50% of the estimated total contribution payable under the Agreement; and

upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

Where the total value of the contribution is more than \$500,000

following receipt of a cash flow forecast, an initial advance payment not exceeding 50% of the estimated total contribution payable under the Agreement; and

upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

## 7.0 Reduction of contribution

7.1 Canada may, upon not less than fifteen (15) days' notice, reduce its contribution under this Agreement if:

The level of funding for the Program named in this Agreement for fiscal year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or



Parliament reduces the appropriation of funds for contributions under the Program named in this Agreement.

7.2 Where Canada gives notice of its intention to reduce its contribution pursuant to section 7.1, and the Employer is of the opinion that it will be unable to complete the Project in the manner desired by the Employer, the Employer may terminate the Agreement upon not less than fifteen (15) days written notice to Canada.

#### 8.0 Other sources of funding

Sections 8.2 and 8.3 only apply where the contribution is in excess of \$100,000.

[Option 1 - where the funding from Canada is the only source of financial assistance - if applicable]

8.1 The Employer declares that the contribution provided under this Agreement is the only financial assistance for the Job(s) it has received or expects to receive from any level of government (federal, provincial, territorial or municipal) or from any other source.

[Option 2 - where there are other sources of financial assistance - if applicable]

8.1 The Employer declares that it has received or is entitled to receive the following financial assistance for the Job(s) from other sources:

\$ \_\_\_\_\_ from \_\_\_\_\_  
 \$ \_\_\_\_\_ from \_\_\_\_\_  
 \$ \_\_\_\_\_ from \_\_\_\_\_  
 \$ \_\_\_\_\_ from \_\_\_\_\_

8.2 The Employer will inform Canada promptly in writing of any additional financial assistance to be received for the Job(s) other than that referred to in section 8.1.

8.3 Where the Employer receives any additional financial assistance for the Job(s) other than the financial assistance referred to in section 8.1, Canada may, in its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received, or if Canada's contribution has already been paid, require repayment of such amount. Upon receipt of notice to repay under this section, the Employer agrees to repay the amount as a debt due to Canada.

#### 9.0 Management of project

9.1 The Employer shall:

be solely and absolutely responsible for the hiring, management, supervision and control of the Job(s);  
 provide the Participant(s) with an adequate supervision, mentoring, skills acquisition, learning and work experience;

ensure that the Job(s) are carried out in a safe, inclusive and healthy environment;

provide the Participant(s) with all the information concerning health and safety standards and regulations regarding their work environment and, if necessary, provide training, information and safety equipment required to accomplish their tasks;

inform Canada promptly in writing forthwith of any injury suffered by the Participant(s) while carrying out the Job(s); and

remit Mandatory Employment Related Costs on behalf of the Participant(s).

9.2 The Employer shall not, without the prior written consent of Canada, alter the nature of the Job(s) that are described in the Application/Agreement. Funding shall only be used for the Project as approved and not for any activities outlined in section 15.1.

#### 10.0 Collection and protection of participant information

10.1 The Employer shall complete the Employer and Employee Declaration form (EMP5397) for each Participant and forward it to Canada within seven (7) days following each Participant's first day of work.

10.2 Prior to collecting or compiling the information in form EMP5397, the Employer shall:

inform the Participant that funding for the Project is provided by Canada. Canada needs the information referred in the form EMP5397 to:

validate the eligibility of each Participant;

measure the results and assess the success of the Project;

obtain the written consent of each Participant for the collection, uses and disclosure of the information in form EMP5397.

10.3 Participants will also be encouraged to complete a questionnaire to report on their experience with the Canada Summer Jobs program.

10.4 All Participant information referred to in section 10.1 collected or compiled by the Employer shall be treated as confidential and the Employer shall take all security measures reasonably necessary for the protection of any unauthorized release or disclosure, including those set out in any instructions issued by Canada.

10.5 During the course of this Agreement and for a period of six years thereafter, the Employer shall not release or disclose information referred to in section 10.1 about a Participant to any other person or body for any purpose unless the Participant consents to the release or disclosure or unless the person or body is authorized by law to require the Employer to provide information to the person or body.

10.6 Upon expiry of a period of six years after the Project Period, the Employer shall destroy the information referred to in section 10.1 in accordance with instructions issued by Canada.

10.7 Representatives of Canada shall be entitled to verify the Employer's premises at all reasonable times to ensure compliance with the information security requirements of section 10.4.

#### 11.0 Access to information and proactive disclosure

11.1 The Employer acknowledges that Canada is subject to the Access to Information Act [R.S.C., 1985, c. A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

11.2 The Employer acknowledges that the name of the Employer, the amount of Canada's contribution and the general nature of the project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

11.3 In accordance with the Privacy Act and Department of Employment and Social Development Act, information on funded applicants will be disclosed.

#### 12.0 Employer attestation

## 12.1 The Employer attests that:

I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;  
 I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;  
 The job would not be created without the financial assistance provided under a potential contribution agreement;  
 Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

## 13.0 Employer declaration

### 13.1 The employer declares, represents and warrants that:

no Participant will displace or replace existing employees or volunteers, employees that have been laid-off and are awaiting recall, employees absent due to an industrial dispute, employees on vacation, or employees on maternity or parental leave  
 except where the Participant is a person with disabilities or has legitimate barriers to availability,  
 Participant(s) will work a minimum of 30 hours per week for a period of six to sixteen weeks. The hours of work will not exceed 40 hours per week;  
 no other contribution will be received or claimed for the same portion of a Job and for the same period unless such contribution is provided pursuant to an agreement between the Government of Canada and a Provincial/Territorial government, or with the approval of Canada;  
 the Organization "Employer" and any person lobbying on its behalf is in compliance with the Lobbying Act, [R.S.C., 1985, c. 44 (4th Supp.)] and that no commissions or contingency fees have or will be paid directly or indirectly to any person for negotiating or securing this request for funding;  
 that it has provided Canada with a true and accurate list of all amounts owing to the federal government which are past due and in default or arrears as of the time of the Employer's application for funding. The Employer recognizes that any such amounts owing to the federal government may be deducted from, or set-off against, amounts payable to it under this Agreement.  
 an employer/employee relationship will be established with the Participants.  
 the Declaration made in the application continues to be true and accurate and will remain true and accurate throughout the duration of this Agreement.

## 14.0 Ineligible employer

### 14.1 The employer represents, declares and warrants that the project will not be delivered by:

Members of the House of Commons and the Senate;  
 Federal Government Departments and Agencies;  
 Provincial Departments and Agencies;  
 Organizations that engage in partisan political activities;

## 15.0 Ineligible projects and job activities

### 15.1 The employer represents, declares and warrants that the project will not consist of:

Projects consisting of activities that take place outside of Canada;  
 Activities that contribute to the provision of a personal service to the employer;  
 Partisan political activities;  
 Fundraising activities to cover salary costs for the youth Participant; or  
 Projects or job activities that:  
 restrict access to programs or, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race,

national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;

advocate intolerance, discrimination and/or prejudice; or

actively work to undermine or restrict a woman's access to sexual and reproductive health services.

#### 16.0 Relationship between the parties and non-liability of Canada

16.1 The hiring, management, supervision and control of the Project are the sole and absolute responsibility of the Employer. The Employer is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Employer towards the Eligible Expenditures. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Employer shall not represent itself as an agent, employee or partner of Canada.

16.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount". Canada shall not be liable for any loan, capital lease or other long-term obligation which the Employer may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Employer toward another party in relation to the Project.

#### 17.0 Indemnification

17.1 The Employer shall, both during and following the funding Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Employer or its employees or agents in connection with anything purported to be or required to be provided by or done by the Employer pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by him or his employees.

#### 18.0 Conflict of interest

18.1 No current or former public servant or public office holder to whom the Conflict of Interest Act [S.C. 2006, c. 9, s. 2], the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons or member of their immediate family shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

#### 19.0 Nepotism

19.1 No cost incurred by the Employer in relation to a Participant who is a member of the Immediate Family of the Employer or, who is a member of the Immediate Family of an officer or director of the Employer, is eligible for reimbursement under the Agreement. If Canada is satisfied, and agrees in writing before the commencement of the Job, that the hiring of the Participant was not the result of



favouritism by reason of membership in the Immediate Family of the Employer, officer or director, as the case may be, the costs may be eligible for reimbursement.

19.2 For purposes of section 18.2 and 19.1, "Immediate Family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse or common-law partner, child, step-child (including child of common-law partner), ward, father-in-law, mother-in-law, or any one permanently residing with the Employer, officer or director, as the case may be.

19.3 For the purpose of section 19.2, "Common-law partner" means a person who is cohabiting with the Employer, officer or director, as the case may be, in a conjugal relationship, having so cohabited with the Employer, officer or director, for a period of at least one year.

#### 20.0 Financial records and audit requirements

20.1 The Employer shall keep proper books of account and records, in accordance with generally accepted business and accounting practices, of the financial management of this Agreement. The books of account and records shall include all invoices, receipts and vouchers relating to the expenditures incurred and revenues made in relation to this Agreement, including funding for the Job(s) received from other sources.

20.2 During the course of this Agreement and for a period of six years thereafter, the Employer shall make the books of accounts and records available at all reasonable times for inspection and audit by representatives of Canada to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Employer under this Agreement. The Employer shall permit representatives of Canada to take copies and extracts from such books and records and shall furnish them with such additional information as they may require with reference to them.

20.3 In the event that financial irregularities are discovered, Canada may verify information with the Canada Revenue Agency.

#### 21.0 Inquiry by the Auditor General of Canada

21.1 If, during the Funding Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the Auditor General Act [R.S.C., 1985, c. A-17], requests that the Employer provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Employer shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

#### 22.0 Evaluation

22.1 The Employer agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this Agreement that Canada may carry out during the Funding Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Employer agrees to:

participate in any questionnaire, interview, case study or other data collection exercise initiated by Canada; and

subject to section 22.2 provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Employer.

This includes a mandatory questionnaire that will be administered at the end of the program year. The Employer agrees to complete this questionnaire and submit to Canada as part of the final reporting process.

22.2 The Employer shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in section 22.1 only if the person has given their written consent to the release of the information to Canada. The Employer agrees to make all reasonable efforts to secure such consent during the Funding Period. When providing a person's contact information to Canada, the Employer shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

#### 23.0 Disposition of assets

23.1 The Employer shall preserve any assets acquired with the contribution and use them for the purposes of carrying out the Job(s) outlined in the Application/Agreement, unless Canada authorizes their disposition.

23.2 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by Canada, any assets referred to in section 23.1 costing \$1,000 (before taxes) or more that have been preserved by the Employer shall be:

sold at fair market value and that the funds realized from such sale be applied to the eligible costs under this Agreement to offset Canada's contribution;  
turned over to another person or organization designated or approved by Canada; or  
disposed of in such other manner as may be determined by Canada.

#### 24.0 Termination of agreement

##### Termination for Default

24.1 (1) The following constitute Events of Default:

the Employer becomes bankrupt;  
the Employer has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Employer;  
the Employer ceases to operate;  
the Employer is in breach of or non-compliant with, any provision of this Agreement;  
the Employer, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada;  
the Employer has changed the tasks and responsibilities of the Participant(s), as described on the Application/Agreement, without Canada's prior approval; or  
the Employer is in breach of the provisions of Sections 12, 13, 14, or 15.

(2) If:

an Event of Default specified in paragraphs (1)(b), (c) or (g) occurs, or  
an Event of Default specified in paragraph (1)(d), (e) or (f) occurs and has not been remedied within fifteen (15) days of receipt by the Employer of written notice of default or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period, Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice.

Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Employer.

(3) In the event Canada gives the Employer written notice of default pursuant to paragraph (2)(b), Canada may suspend or revoke any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.

(4) If an event of Default specified in paragraph 1(d) occurs, the Employer shall have seven (7) days following receipt by the Employer of written notice of default to make written representations to Canada, which will be considered by Canada in its decision as to whether to terminate this Agreement. Further to consideration of the Employer's written representations, or if no written representations are delivered by the Employer within the required deadlines, Canada will make a final determination as to whether to terminate the Agreement and will notify the Employer in writing of said decision. If Canada decides to terminate the Agreement pursuant to paragraph 4, written notice of termination will be provided to the Employer.

(5) Further to the process set out in paragraph 4, in the event that Canada provides written notice of termination to the Employer, Canada shall no longer have an obligation to make any further financial contributions to the Employer or if no financial contributions have been made to date, Canada will have no obligation to make such a financial contribution to the Employer.

(6) If this Agreement is terminated for an Event of Default specified in paragraph 1(d), this Event of Default will be taken into consideration by Canada in the assessment of any subsequent applications for funding by the Employer under the Canada Summer Jobs program, or any replacement or successor programs, for the next two years, and any such applications may be rejected by Canada on the basis of this Event of Default.

(7) If this Agreement is terminated for an Event of Default under this section, the Employer will repay Canada, promptly and by no later than thirty (30) calendar days from the date of Canada's notice of termination, the full amount of the contribution received by the Employer under this Agreement, together with interest calculated in accordance with the federal Interest and Administrative Charges Regulations. Any such amount is a debt due to Her Majesty in right of Canada and is recoverable as such.

(8) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

#### Termination for Convenience

24.2 Canada may also terminate this Agreement at any time without cause upon not less than fifteen (15) days written notice of intention to terminate.

#### Obligations Relating to Termination and Minimizing Cancellation Costs

24.3 In the event of a termination notice under section 24.2 being given by Canada

the Employer shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

all eligible costs incurred by the Employer up to the date of termination will be paid by Canada, including the Employer's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Employer and the same are reasonable and properly attributable to the termination of the Agreement.

24.4 The Employer shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Employer to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Employer shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 24 in the event of a termination of this Agreement.

#### 25.0 Interest earned on advances of the contribution

25.1 Any interest earned on advances of Canada's contribution shall be accounted for by the Employer. Such interest shall be deemed to be part payment of the contribution and shall be used or applied to offset Canada's contribution in respect of the eligible costs under this Agreement.

#### 26.0 Repayment requirements

26.1 Upon expiry or termination of this Agreement, if earlier, the Employer shall immediately repay to Canada any amount by which the contribution paid to the Employer, together with any interest earned thereon, exceeds the amount to which the Employer is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the Employer is not entitled include

the amount of any unspent advance payments of the contribution remaining with the Employer; amounts paid in error or in excess of the amount of costs actually incurred; and amounts paid in respect of costs which are determined by Canada to be ineligible;

Such amounts are debts due to Canada.

26.2 Interest shall be charged on overdue debts in accordance with the Interest and Administrative Charges Regulations made pursuant to Canada's Financial Administration Act. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

#### 27.0 Reports and monitoring of project

27.1 The Employer shall provide Canada with such reports concerning the progress of the Participants and/or particulars as may be requested by Canada. The progress reports shall be in such form and contain such information as may be specified by Canada.

27.2 The Employer shall, upon request, permit representatives of Canada to have access to the site or sites where the Job(s) are carried out to monitor such Job(s).

#### 28.0 Insurance

28.1 The Employer shall ensure that it has Workers' Compensation coverage or similar insurance, in accordance with provincial/territorial regulations, in place for the Participants for the duration of their Job(s) pursuant to this Agreement.

#### 29.0 Informing Canadians of the government of Canada's funding

29.1 The Employer shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project and to inform Participants (youth). The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

29.2 To enable Canada's participation in any subsequent communications activities about the project; the Employer will inform Canada no later than twenty (20) calendar days preceding such communication activities.

29.3 The Employer shall ensure that in all communication activities, publications, advertising (including on social media or websites) include the recognition of Canada's - financial assistance to the project - in a form satisfactory to Canada.

### 30.0 Notices

30.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail at the postal address or courier service or by email address, as the case may be, of the receiving party. If there is any change to the postal address, email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

30.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by email, one (1) working day after they are sent.

### 31.0 Compliance with laws

31.1 The Employer shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including labour regulations in the province or territory where the employment is located; any environmental legislation; any accessibility legislation; and, any legislation regarding protection of information and privacy. The Employer shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

### 32.0 Severability

32.1 If any provision of this Agreement is held void or unenforceable by a court or tribunal of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining provision of this Agreement shall be valid and be enforceable to the fullest extent permissible by law.

### 33.0 Waiver

33.1 Failure by any Party to exercise any of its rights, powers, or remedies under this Agreement or its delay to do so does not constitute a waiver of those rights, powers, or remedies. Any waiver by either Party of any of its rights, powers, or remedies under this Agreement must be in writing; and, such a waiver does not constitute a continuing waiver unless it is so explicitly stated.

### 34.0 Amendment

34.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by both parties.



35.0 Non-assignment of agreement

35.1 The Employer shall not assign this Agreement or any part thereof without the prior written consent of Canada.

36.0 Warranty of authority

36.1 The Employer warrants that its representative(s) identified in this Application/Agreement has (have) the authority to enter into an agreement on its behalf and agrees to provide Canada with such evidence of that authorization as Canada may reasonably require.