

**MULTI-YEAR FUNDING AGREEMENT**  
**(“Agreement”)**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**  
(hereinafter referred to as the "Town")

and

**THE BLUE MOUNTAINS PUBLIC LIBRARY BOARD**  
(hereinafter referred to as the “Board”)

**WHEREAS** The Town has been asked by the Board to approve an amount of financial support to the Board in advance of setting its budget each year;

**AND WHEREAS** the financial support provided by the Town is to be used by the Board for its Purposes as further described herein;

**AND WHEREAS** the Town has agreed to provide the Board the requested financial support in accordance with the terms and conditions hereof;

**NOW THEREFORE** in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Definitions**

1.1. In this Agreement:

- 1.1.1. “Amortization” means a non-cash amount that represents the portion of the historical cost of the municipality’s tangible capital assets that is used up during the reporting period.
- 1.1.2. “Annual Allotment” means a payment to the Board as defined in Section 3.3 of this Agreement.
- 1.1.3. “Annual Budget” means the estimates of all sums required during the year for the purpose of the municipality.
- 1.1.4. “Annual Surplus” means the difference between revenue and expense and does not include non-cash items such as Amortization or contributed assets.
- 1.1.5. “BMPL” means The Blue Mountains Public Library which is a Gallery, Library, Archives and Museum.
- 1.1.6. “Board” means The Blue Mountains Public Library Board, appointed by the Town of the Blue Mountains Council from time to time, and regulated by the Public Libraries Act. According to the Act, funds will be presented to the Board as the governing body of the organization.
- 1.1.7. “Board Expansion Needs” means any new build for GLAM services offered by the BMPL, or expansion to either of the two home locations of the L.E. Shore Library in Thornbury or the Craigleith Heritage Depot in Craigleith.
- 1.1.8. “Budget Variance Report” means the difference between the current budget and current revenue and expenses that are prepared monthly by the Town.

- 1.1.9. "Council" means elected municipal officials of The Corporation of the Town of The Blue Mountains.
- 1.1.10. "Fiscal Year" means January 1 to December 31.
- 1.1.11. "GLAM" means Gallery, Library, Archives and Museum and describes the comprehensive service model of The Blue Mountains Public Library.
- 1.1.12. "Interfunctional Transfers" means the costs associated with services that are provided by one division to another within the Town, using the Town's Interfunctional Transfer Policy POL.COR.20.04 as amended.
- 1.1.13. "Maintenance Expenses" means costs related to keeping the Town owned facilities in good condition.
- 1.1.14. "Memorandum of Understanding" means financial support and any part thereof provided by the Town to the Board under this Agreement and as described further in Section 3 of this Agreement.
- 1.1.15. "Own Source Revenue" means funding collected from outside third parties, including but not limited to user fees, grants, donations.
- 1.1.16. "Party" or "Parties" means either the Town or the Board.
- 1.1.17. "PLA" means the Public Libraries Act, R.S.O. 1990 c. P.44.
- 1.1.18. "Purposes" means those services, works, deliverables, project, plans and/or operations further described in Memorandum of Understanding between the Town and the Board (Appendix "A" attached hereto), and as revised from time to time by the Board.
- 1.1.19. "Reserve Account" means an account held and controlled by the Board for the holding of any monies not spent in any Fiscal Year of the BMPL.
- 1.1.20. "Tax Levy" means the annual general local municipal levy levied upon the whole assessment for real property. The tax levy is determined by Council annually based on the cost of public services and changes year over year.
- 1.1.21. "Termination" is defined in Section 6 of this Agreement.
- 1.1.22. "Town" means The Corporation of the Town of The Blue Mountains.
- 1.1.23. "The Blue Mountains Salary Grid" means the annual salary scale for Town and BMPL staff including full-time, part-time, students/youth, and cooperative education placements/interns.

## 2. Term

- 2.1. This Agreement shall be effective Sept 30 2024 and shall commence application to the Fiscal Year 2022, being a Fiscal Year beginning on January 1, 2022.
- 2.2. The Board and Town hereby agree that either party to this Agreement may terminate the Agreement by providing to the other party with written notice of intent no less than six months prior to the beginning of the Fiscal Year for which the Termination takes effect.
- 2.3. This Agreement shall be for a three-year period and shall automatically be renewed for a further three-year period, provided that neither Party invoke Termination in accordance with Clause 2.2 of this Agreement.

### **3. Funding**

- 3.1. The Town hereby agrees to provide the Board an Annual Allotment for the Purposes.
- 3.2. Annual Allotment will be distributed to the Board in accordance with the Memorandum of Understanding, found in Schedule A to this Agreement or as amended from time to time.
- 3.3. The Town agrees to provide an Annual Allotment to the Board, based on the Tax Levy of the proceeding year's Annual Budget of the Town.
  - 3.3.1. The Town agrees to provide six percent (6%) of the previous year's Tax Levy.
- 3.4. The Board and Town agree that the following will not be included in the Annual Allotment and will be held in separate Town Budget(s):
  - 3.4.1. Maintenance Expenses of the BMPL facilities;
  - 3.4.2. Interfunctional Transfers;
  - 3.4.3. Board Expansion Needs; and
  - 3.4.4. Amortization
- 3.5. The Town may choose to present the comprehensive expenses of the GLAM services in their Annual Budget and reports, including those exempted in clause 3.4.
- 3.6. The Board and Town agree that any Annual Surplus will be rolled over and held in a Reserve Account maintained and controlled by the Board;
- 3.7. In the event of a deficit as determined by a Budget Variance Report, the Board will fund such deficit from the Reserve or, alternatively, a loan that may be provided by the Town to the Board.
  - 3.7.1. The Board shall be obligated to apply to the Town for such a loan no less than ninety (90) days in advance of any needed loan advance.
- 3.8. The Board and Town acknowledge that there will be an eventual leveling of the Own Source Revenue of the Board as most services can not be charged for under the PLA.
- 3.9. The Board warrants that it shall carry out the Purposes in accordance with all applicable federal, provincial, and municipal laws, regulations, the Memorandum of Understanding, and by-laws related to any aspect of the Purposes.

### **4. Limitation on Use of the Funding**

- 4.1. The Board agrees with the Town that the Funding shall only be used and expended for the Purposes and for no other reason.
- 4.2. Any requested changes pertaining to the Purposes made by the Board shall be subject to the Town's sole and exclusive discretion. Any agreed upon changes to the Purposes may be subject to additional terms or conditions in order to ensure proper expenditure of the Funding.
- 4.3. The Board shall inform the Town in writing of any under-spending of the Funding it has received upon request and within thirty (30) days of the termination and/or expiry of the Agreement and if requested by the Town, release back to the Town any unused/unapplied Funding.

## **5. Records and Reports**

- 5.1. Records and Reports of the Board shall be in accordance with the Memorandum of Understanding.

## **6. Termination**

- 6.1. Despite Section 2 hereof, the Town may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Town under this Agreement or at law or in equity, immediately terminate this Agreement and cancel payment of this Funding without advance notice to the Board if, in the opinion of the Town:
  - 6.1.1. The Board has knowingly provided false or misleading information regarding its Funding request or in any other communication with the Town;
  - 6.1.2. The Board breaches any term of this Agreement and, if permitted by the Town to remedy such breach, the Board fails to do so in the time afforded by the Town;
  - 6.1.3. The Board expends the Funding for any purpose or reason other than the Purposes;
  - 6.1.4. The Board unilaterally abandons the Purposes or any part thereof;
  - 6.1.5. The Board makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
  - 6.1.6. The Board ceases to operate.
- 6.2. If the Town terminates this Agreement pursuant to Section 6.1 above:
  - 6.2.1. Approval for the Annual Allotment shall be withdrawn;
  - 6.2.2. Unremitted Annual Allotment/instalments shall be cancelled; and
  - 6.2.3. In addition to any other remedies available to it under this Agreement, at law or equity, demand from the Board the release and return of Annual Allotment equal to amount remitted to the Board prior to the date of Termination together with any interests earned thereon.

- 6.3. Despite Section 2 and Section 6.1 hereof, the Town may also, in its sole discretion, without liability, cost or penalty, terminate this Agreement for any other reason by providing the Board six months advance notice of the end date of this Agreement. If the Town terminates this Agreement pursuant to this Section the Board shall be entitled, where applicable, to continue receiving regular Funding during the notice period.

## **7. Limitation of Liability and Indemnity**

- 7.1. The Board agrees that the Town, its officers, employees and agents shall not be liable in any way for any incidental, indirect, special or consequential damages, injuries or any loss or use of profit of the Board arising out of or in any way related to this Agreement.
- 7.2. The Board shall indemnify the Town, its officers, employees and agents from and against all costs incurred as a result of a claim or proceeding relating to this Agreement, unless it was caused solely by the negligence or wilful act of the Town.

## **8. Miscellaneous**

- 8.1. In the event that the Town adjusts The Blue Mountains Salary Grid, which includes BMPL employees, the Board may make a funding request to the Town pertaining to internal equity as required.
- 8.2. For clarity, despite the Annual Allotment that will be provided to the Board under and in accordance with the terms and conditions of this Agreement, nothing in this Agreement prohibits the Board from approaching the Town for other funding, operational, additions, or capital, for other Purposes.
- 8.3. If the BMPL requires funding that exceeds the Annual Allotment, a formal request to Council is required and will be included for consideration in the Town's Annual Budget.

## **9. Notices**

- 9.1. Any notice or communication required to be given under this Agreement shall be in writing and may be served personally, or by Town email to the other party at the email or address provided below or at such other address as either party shall later designate to the other in writing. All notices shall be addressed as follows:

If to the Town:                    CAO  
   [CAO@thebluemountains.ca](mailto:CAO@thebluemountains.ca)  
The Corporation of The Town of The Blue Mountains  
32 Mill St., PO Box 310  
Thornbury, Ontario N0H 2P0

If to the Board:                    Board Secretary  
On Behalf of The Blue Mountains Public Library Board  
[LibraryCEO@TheBlueMountains.ca](mailto:LibraryCEO@TheBlueMountains.ca)  
173 Bruce St S., PO Box 580  
Thornbury Ontario N0H 2P0

## **10. Counterparts**

- 10.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

## **11. Survival**

- 11.1. The provisions in Sections 4.3, 5, 7, and 9 shall survive termination or expiry of this Agreement.

## **12. Waiver**

- 12.1. Any waiver of any failure to comply with any term of this Agreement must be written and signed by the Board or by the Town as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **13. Governing Law**

- 13.1. This Agreement and the rights, obligations and relations of the Parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

## **14. Entire Agreement**

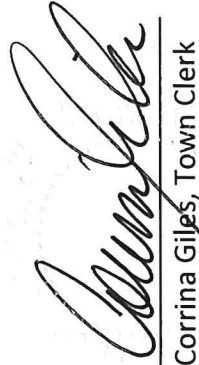
- 14.1. This Agreement and its Appendices constitute together the entire Agreement between the Parties hereto on the subject matter hereof and supersedes all

previous expectations, understandings, communications, representations, and Agreements, whether verbal or written, between the Parties with respect to the subject matter hereof and may not be modified except by subsequent agreement in writing by the Parties.


The Parties have executed this Multi-Year Funding Agreement on this 30 day of September, 2021.

THE CORPORATION OF THE TOWN OF THE  
BLUE MOUNTAINS

  
\_\_\_\_\_  
Alar Soever, Mayor

  
\_\_\_\_\_  
Corrina Giljes, Town Clerk

THE BLUE MOUNTAINS PUBLIC LIBRARY  
BOARD

  
\_\_\_\_\_  
Maurice Pepper, Chair

  
\_\_\_\_\_  
Sabrina Saunders, CEO

## **APPENDIX A - PURPOSES**

The Board is being supplied by the Town with Funding for the Purposes of providing the services of The Blue Mountains Public Library's GLAM within the Town, and particularly, to pay the costs related to the following expenses:

- i. Wages and benefits for the Board's employees;
- ii. Operational expenses of the Board; and
- iii. Minor Capital expenses of the Board.

The Funding shall be used for the aforementioned expenses provided they are incurred in relation to the Board providing the services as outlined within the 2018 Memorandum of Understanding (MOU) or subsequent MOU.