

AGENDA

Corporation of the Town of Moosonee

Special Meeting #13-2026

June 3rd, 2026

6:00pm Council Chambers

This territory is the customary and traditional lands of the Ojibwe People since time immemorial. We acknowledge this sacred land on which the Town of Moosonee operates, within the lands protected by the James Bay Treaty – Treaty no.9. We are grateful to have the opportunity to make decisions at this table that will impact our community. *Meegwetch*

1. CALL TO ORDER

2. REVIEW OF AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST

4. BY-LAWS

→ Grant Agreement Ministry of Municipal Affairs and Housing

5. CLOSED SESSION

→ Personal matters about an identifiable individual, including municipal employees

→ Litigation or Potential Litigation, including matters before administrative tribunals, affecting the municipality

6. ADJOURNMENT

GRANT AGREEMENT

THE AGREEMENT (“the Agreement”), made as of the ____ day of _____, 2026

BETWEEN:

**HIS MAJESTY THE KING
IN RIGHT OF ONTARIO AS REPRESENTED BY
THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING
(the “Ministry”)**

AND:

**THE CORPORATION OF THE TOWN OF MOOSONEE
(the “Municipality”)**

WHEREAS subsection 302(2) of the *Municipal Act, 2001* empowers the Minister of Municipal Affairs and Housing, upon such conditions as may be considered advisable, to make grants and loans and provide other financial assistance to a municipality;

AND WHEREAS the Ministry wishes to assist the Municipality for the Municipality’s administration and operating costs.

NOW THEREFORE in consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 GRANT

- 1.1 In the fiscal year of 2026-2027, the Ministry will pay the Municipality a grant of up to \$1,752,200.00 (One Million, Seven Hundred and Fifty-Two Thousand, Two Hundred Dollars CDN).
- 1.2 The Ministry will pay the 2026-2027 fiscal year grant to the Municipality in the following instalments:

Date	Amount
July 15, 2026	\$438,050.00
September 15, 2026	\$438,050.00
December 15, 2026	\$438,050.00
March 15, 2027	\$438,050.00

ARTICLE 2 USE OF THE GRANT AND CONDITIONS

- 2.1 The Municipality acknowledges that the grants described in this Agreement shall be used to assist the Municipality to fund the Municipality’s administration and operating costs.
- 2.2 The Municipality further agrees that any grant received from the Ministry under the Agreement is subject to the following conditions:
 - (1) Upon signing this agreement and prior to any grant being paid under section 1.2, the Municipality shall provide to the Ministry a by-law authorizing the execution of this Agreement and naming the signing officers.
 - (2) The Municipality shall submit a draft copy of the 2027 budget to the Ministry by January 31, 2027 for the Ministry’s review and comment and shall send a final copy of the approved budget within 30 days of council’s adoption.

- (3) The Municipality shall submit quarterly budget variance reports for the 2027 budget to the Ministry by March 31, 2027, June 30, 2027, September 30, 2027 and February 28, 2028.
- (4) The Municipality shall consult with the Ministry's Northern Municipal Services Office prior to the submission of any application for provincial or federal government funding programs.
- (5) The Municipality shall, within 60 days of receipt of an audit management letter from its municipal auditor, submit a report to the Ministry that describes the actions the Municipality will take to address the issues identified by the auditor in the letter.
- (6) The Municipality agrees to provide the Ministry with copies of the Municipality's 2026 Financial Information Return by May 31, 2027 and the Municipality's 2027 tax rate by-law by September 30, 2027.
- (7) The Municipality shall provide information to the Ministry when requested by the Ministry's Northern Municipal Services Office.

ARTICLE 3 DISBURSEMENTS

- 3.1 The Ministry shall pay the grants to the Municipality, in accordance with the instalment schedule outlined in Article 1.

ARTICLE 4 TERM OF THE AGREEMENT

- 4.1 The term of the Agreement will commence on the date the Agreement is made and will expire five (5) years thereafter.

ARTICLE 5 REPAYMENT

- 5.1 The Ministry may require the Municipality to repay to the Ministry any amount of grant received by the Municipality if used by the Municipality in contravention of the Agreement.
- 5.2 If the Municipality fails to repay any amount owing to the Ministry under the Agreement, including interest, the Municipality acknowledges and agrees that the Ministry or the Minister of Finance may deduct any unpaid amount from any money payable to the Municipality by the Province of Ontario, or may exercise any other remedies available to the Ministry or the Minister of Finance to collect the unpaid amounts.
- 5.3 The provisions of this Article will survive the performance or termination of the Agreement.

ARTICLE 6 NOTICES

- 6.1 Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, or email and shall be addressed to, respectively, the Ministry as follows:

Ministry of Municipal Affairs and Housing
Municipal Services Office North (Sudbury)
Suite 401, 159 Cedar Street
Sudbury, Ontario P3E 6A5
Attention: Bridget Schulte-Hostedde, Regional Director
Email: Bridget.Schulte-Hostedde@ontario.ca

and to the Municipality as follows:

The Corporation of the Town of Moosonee
P.O. Box 727
Moosonee, Ontario P0L 1Y0
Attention: Boblin Jardino, Clerk
Email: clerk@moosonee.ca

Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email, one (1) Business Day after such notice is received by the other party.

ARTICLE 7 GENERAL TERMS

7.1 The Municipality's Power to enter into Agreement

The Municipality represents and warrants that it has the full right and power to enter into the Agreement and that it is not party to any other agreement that would in any way interfere with the rights of the Ministry under the Agreement. The parties both represent that their respective representatives have the authority to legally bind them.

7.2 The Municipality Not a Partner or Agent

Nothing in the Agreement shall have the effect of creating a partnership or agency relationship between the Ministry and the Municipality.

7.3 Responsibility of the Municipality

The Municipality agrees that it is liable for the acts and omissions of its officers, employees, agents, partners, affiliates, volunteers and subcontractors. The Municipality shall be liable for all damages, costs, expenses, losses, claims or actions of any kind arising from any breach of the Agreement resulting from the actions of the above-mentioned individuals and entities.

7.4 Agreement Binding

The Agreement shall operate to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

7.5 Condonation Not a Waiver

Any failure by the Ministry to insist in one or more instances upon strict performance by the Municipality of any of the terms or conditions of the Agreement shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Municipality with respect to such performance shall continue in full force and effect.

7.6 Changes By Written Amendment Only

Any changes to the Agreement shall be by written amendment signed by the parties.

7.7 Entire Agreement

The Agreement embodies the entire agreement between the parties with regard to the matters addressed in the Recitals to the Agreement and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of the Agreement.

7.8 Severability

If any term or condition of the Agreement, is to any extent invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

7.9 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control.

7.10 Document Retention and Audit

For six (6) years after the date upon which any amount paid under Article 1 of the Agreement is fully expended, the Municipality shall maintain all necessary records to substantiate (a) all payments to the Municipality and all disbursements made by the Municipality under the Agreement and (b) that they were made in accordance with the Agreement and all federal and provincial laws and regulations. For six years after the date upon which any amount paid under Article 1 of the Agreement is fully expended, the Municipality shall permit and assist the Ministry in conducting audits of the operations of the Municipality to verify (a) and (b) above.

The Ministry shall provide the Municipality with at least ten (10) Business Days prior notice of its requirement for such audit. The Municipality's obligations under this paragraph shall survive any termination or expiry of the Agreement.

7.11 Termination Where No Appropriation

If the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement after giving notice to the Municipality.

7.12 Counterpart

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The agreement may be signed by electronic signature by both parties.

ARTICLE 8 TERMINATION ON NOTICE

8.1 Termination on Notice

The Ministry may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Municipality.

8.2 Consequences of Termination on Notice by the Province

If the Ministry terminates the Agreement pursuant to section 8.1, the Ministry may take one or more of the following actions:

- (a) cancel further instalments of Funds; and
- (b) demand from the Municipality the payment of any Funds remaining in the possession or under the control of the Recipient.

IN WITNESS WHEREOF the parties hereto have executed and affixed their seals to the Agreement.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
MINISTER OF MUNICIPAL AFFAIRS AND
HOUSING**

The Hon. Robert J. Flack

Date

**THE CORPORATION OF THE TOWN OF
MOOSONEE**

Name: Wayne Taipale
Title: Mayor

Date
I have the authority to bind the Corporation

Name: Boblin Jardino
Title: Clerk

Date
I have the authority to bind the Corporation

Corporation of the Town of Moosonee

BY-LAW No. 11-2026

Being a by-law to authorize the signing of a Grant Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the Town of Moosonee

NOW THEREFORE the Council for Corporation of the Town of Moosonee

ENACTS AS FOLLOWS:

1. **THAT** the Mayor and Clerk are hereby authorized to execute under the Corporate Seal an agreement between His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing of which the Agreement is attached as the “Grant Agreement” and forms part of this By-Law;
2. **THAT** this By-Law shall come into force and take effect as of the date it receives third and final reading.

**READ a first and second time
this 3rd day of June 2026**

Mayor – Wayne Taipale

Clerk – Bobbylyn Jardino

**READ a third time and finally passed
This 3rd day of June 2026**

Mayor – Wayne Taipale

Clerk- Bobbylyn Jardino