



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Thursday, August 25, 2016
12:00 P.M.
City Hall – New Liskeard Boardroom – 325 Farr Drive**

Agenda

1. Call to Order

2. Roll Call

3. Approval of Agenda

Draft Motion

Be it resolved that City Council approves the agenda as printed.

4. Declaration of Special Council Meeting

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

5. Disclosure of Pecuniary Interest and General Nature

6. New Business

- a) **Memo No. 020-2016-PW – Contract Change Order No. 001 – North Cobalt Water Stabilization Project**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2016-PW; and

That Council approves Contract Change Order No. 001 to By-law No. 2016-129, being an agreement with Pedersen Construction (2013) in the amount of \$165,400 plus applicable taxes for the installation of an 800 m of 150 mm (6") watermain from Cecil Street to King Street (North Cobalt) to service lots along Niven Street South.

b) Memo No. 021-2016-PW – Contract Administration and Project Management Services – North Cobalt Water Stabilization Project

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2016-PW;

That Council directs staff to prepare the necessary by-law to enter into an agreement with EXP Services for Contract Administration, Construction Supervision and some minor Mechanical Design work at the Haileybury Water Reservoir in relation to the North Cobalt Water Stabilization Project at an upset limit of \$88,500 plus applicable taxes for consideration at the August 25, 2016 Special Council meeting.

c) Memo No. 005-2016-RS – Ontario Municipal Cycling Infrastructure Program – Transfer Payment Agreement (STATO Trail)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2016-RS;

That Council directs staff to prepare the necessary by-law to enter into a Transfer Payment Agreement with the Ministry of Transportation for the Province of Ontario (Ontario Municipal Cycling Infrastructure Program) in the amount of \$325,000 for consideration at the August 25, 2016 Special Council meeting; and

That Council allocates \$144,500 towards the overall project in the 2017 Capital Budget.

d) Memo No. 006-2016-RS – Ontario 150 Community Celebration Program – City hosted events to celebrate Canada’s 150th Anniversary

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2016-RS;

That Council authorizes the submission of a funding application in the amount of \$32,418.74 (75% maximum funding) to the Ministry of Citizenship and Immigration/Ministry of Tourism, Culture and Sport Ontario 150 Community Celebration Program to host events estimated at \$43,225 to commemorate Canada’s 150th anniversary in 2017 with a municipal contribution of \$3,603; and

That Council acknowledges that the proposed events are jointly sponsored by the City of Temiskaming Shores le Centre culturel ARTEM and the New Liskeard BIA.

e) Memo No. 007-2016-RS – Ontario 150 Community Celebration Program – ARTEM hosted events to celebrate Canada’s 150th Anniversary

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2016-RS; and

That Council supports the submission of a funding application to the Ministry of Citizenship and Immigration/Ministry of Tourism, Culture and Sport Ontario 150 Community Celebration Program by le Centre culturel ARTEM for the “150 Years in Temiskaming” event in the amount of \$13,750 with a municipal contribution of \$1,719.

f) Administrative Report No. RS-018-2016 – Contract Change Order No. 001 (By-law No. 2016-033) STATO Extension – Hesse to Highway 65 East

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-018-2016; and

That Council approves Contract Change Order No. 001 in the amount of \$17,820 plus applicable taxes to By-law No. 2016-033, being an agreement

with Miller Paving Ltd. for the extension of the STATO Trail from Hesse Street to Highway 65 East.

- g) Administrative Report No. RS-019-2016 – Contract Change Order No. 001 (By-law No. 2016-138) STATO Extension – Wilson Avenue to Laurette Street**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-019-2016; and

That Council approves Contract Change Order No. 001 in the amount of \$9,905 plus applicable taxes to By-law No. 2016-138, being an agreement with Miller Paving Ltd. for the extension of the STATO Trail from Wilson Avenue to Laurette Street.

- h) Memo No. 013-2016-CGP – Encroachment Agreement – 678 Brewster Street (Lot 46 and Part of Lot 66 on Plan M-54 N.B.)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2016-CGP; and

That Council directs staff to prepare the necessary by-law to enter into an encroachment agreement with Sharon Myra Dionne for consideration at the August 25, 2016 Special Council meeting.

7. Closed Session

Draft Motion

Be it resolved that Council agrees to convene in Closed Session at _____ pm to discuss the following matters:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Acquisition of Land – View Street**

8. By-laws

Draft Motion

Be it resolved that:

By-law No. 2016-140 Being a by-law to enter into an agreement with EXP Services Inc. for Engineering Services for the Contract Administration, Construction Supervision and some minor Mechanical Design at the Haileybury Water Reservoir in relation to the North Cobalt Water Stabilization Project

By-law No. 2016-141 Being a by-law to enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario under the Ontario Municipal Cycling Infrastructure Program for funding for the extension of the STATO Trail

By-law No. 2016-142 Being a by-law to enter into an Encroachment Agreement with Sharon Myra Dionne owner of the Subject Property – 678 Brewster Street – Lot 46 and Part of Lot 65 on Plan M-46 N. B. – Roll No. 54-18-030-001-062

9. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen

Memo

To: Mayor and Council
From: Douglas Walsh, Director – Public Works
Date: August 25, 2016
Subject: Contract Change Order – North Cobalt Water Stabilization Project - Construction
Attachments: **Appendix 01:** Quotation from Pedersen Construction
Appendix 02: Contract Change Order No. 001 – 150 mm Watermain

Mayor and Council:

On August 2, 2016 Council approved entering into an agreement with *Pedersen Construction (2013) Inc.*, through By-law No. 2016-129, for the North Cobalt Water Stabilization Project which included the installation of an additional feeder main from the Haileybury Reservoir to the North Cobalt Distribution system. The approved cost of the work included in the tender award, including non-refundable HST, is \$1,804,299 which includes a five percent (5%) contingency allowance as well as provisional items for rock removal etc.

The intention of the watermain is to provide a second feeder line to North Cobalt to stabilize water pressure and increase fire flow capabilities. The main was to be continuous with no additional servicing provided on route. Following the final design stage and during the tendering process, interest from residents along the construction area, not currently connected to the municipal water supply, was received.

The existing infrastructure along Niven Street South includes a number of “dead end” watermains that provide potable water to a number of residences near the Albert Street area as well as on the north and south extremities. Low pressure is also experienced in this area. Exp Services and City staff prepared a conceptual drawing which includes the installation of approximately 800 metres of 150 mm (6”) piping that would provide existing and potential water users from Cecil Street to King Street (North Cobalt), along Niven Street South with a potable water supply. This installation would be installed in a common trench with the proposed 300 mm feeder main and connect to the existing dead end lines throughout.

With the consideration that the work be completed in conjunction with the previously awarded work through By-law No. 2016-129, *Pedersen Construction (2013) Inc.* has provided a quotation, as attached in **Appendix 01 – Quotation from Pedersen Construction**, at a cost of \$165,400 plus applicable taxes. Staff recommends the approval of **Appendix 02 – Contract Change Order No. 001**. An estimated \$14,000 plus applicable taxes could be recuperated if and when the seven (7) potential services are connected to water users.

Financial Analysis:

The following chart outlines the funding agreement estimates, the tender results and contemplated change work orders. With the additional work anticipated in this report to provide a service watermain to the residents, the project would be \$223,172 over the original funding agreement estimates (budget) – however – the contract with Pedersen Construction includes \$235,862 worth of contingency and provisional items.

Pedersen Construction have indicated they will be commencing work on September 6, 2016. Staff will continue to monitor the project, specifically the contingency and provisional items, and will report back to Council monthly as part of the Capital Finance Report.

Component	Funding Agreement Estimates	Agreement	CO's	Notes	Revised Agreement
Environmental Assessment Costs	7,204	-	-		-
Design/Engineering Costs	40,524	40,246	- 8,795	¹	31,451
Project Management	112,566	90,414	-		90,414
Construction	1,711,009	1,568,437	168,311	²	1,736,748
Contingency	-	85,919	-		85,919
Provisional Items	-	149,943	-		149,943
Total	\$1,871,303	\$1,934,959	\$159,516		\$2,094,475

NOTES:

- 1 Change Work Order (Memo No. 016-2016-PW) in recognition of work performed by the City's Engineering Intern
- 2 Proposed Change Work Order (Memo No. 020-2016-PW) related to installation of 150mm watermain to provide water service to residents

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



(705) 647-6223
Fax (705) 647-8851

Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario POJ 1P0

E-mail: info@pedersenconstruction.ca

August 11, 2016

Exp Services Inc.,
P.O. Box 1208, 9 Wellington Street,
New Liskeard, ON
POJ 1P0

Attention: Mr. Nolan Dombroski, P.Eng.

Tel: (705) 647-4311

Fax: (705) 647-3111

Dear Sir,

**Quotation: Corporation for the City of Temiskming shores
North Cobalt Water Stabilization
C.C.O. #1 – 150mm Distribution Watermain and Services**

I hereby quote the following items.

Item	Description	Unit	Quantity	Unit Price	Total
1.	Bonding	LS	-	-	\$1,800.00
2.	150mm Watermain c/w Restoration	LM	800	\$150.00	\$120,000.00
3.	150mm Gate Valves	Ea	2	\$1,200.00	\$2,400.00
4.	Fire Hydrant	Ea	1	\$7,000.00	\$7,000.00
5.	Connections to Existing	Ea	4	\$4,000.00	\$16,000.00
6.	25mm P.E.S160 Water Services c/w Resoration	Ea	7	2,000.00	\$14,000.00
7.	Watermain Commissioning	LS	-	-	\$4,200.00

Total: \$165,400.00

Notes:

- 1) HST Extra.
- 2) Styrofoam, Culvert replacements, Rock excavation, etc. Extra at contract unit prices.

Yours Truly,

Karl Pedersen
President

Contract Change Order

Project Title: N.C. Water Stabilization	Change Order No.:	001
Contractor/Consultant: Pedersen Construction	Contract Value:	\$ 1,907,848.00
Project No.: N/A	Change Order Value:	\$ 165,400.00
Date: August 25, 2016	Current Contract Value:	\$ 2,073,248.00

Project Description

The City entered into an agreement with Pedersen Construction (2013) Inc. through By-law No. 2016-129 for the installation of a secondary feeder main from the Haileybury Reservoir to North Cobalt.

Description of Contract Change Order

Interest from property owners along Niven Street South expressed interest in the ability to connect to municipal water which can be accommodated with the installation of approximately 800 m of 150 mm (6") watermain from Cecil Street to King Street (North Cobalt).

Attachments

Quotation from Pedersen Construction (2013) Inc. for a 150 mm (6") watermain.

Respectfully received by:

Reviewed and recommended for approval by:

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Douglas Walsh, Director of Public Works
Date: August 25th, 2016
Subject: Contract Administration Services – North Cobalt Water Stabilization Project
Attachments: **Appendix 01** – Estimate - Construction Administration & Project Management

Mayor and Council:

During the 2016 Budget deliberations (Fall of 2015), Council allocated funds within the Capital Budget for the detailed design and infrastructure upgrades for the North Cobalt Water Stabilization project in anticipation that the City would be successful in obtaining approval for funding through the Ontario Community Infrastructure Fund. Request for Proposal PW-RFP-011-2015 was prepared and released via invitation to three (3) local engineering firms with a submission deadline of 2:00 p.m. local time on Thursday, December 17, 2015.

Two (2) submissions were received by closing date and the proposals were reviewed and evaluated in accordance to the evaluation criteria set out in PW-RFP-011-2015.

Based on the evaluation process, it was recommended that an agreement be entered into with EXP Services Inc. for professional engineering services to prepare the detailed engineering design for the proposed North Cobalt Water Stabilization Project at an upset limit of \$39,550 plus applicable taxes. By-law No. 2016-004 was approved by Council on January 19, 2016.

Throughout the assignment, EXP Services and City staff held a number of meetings to review the design and provide feedback on the progress of the project. The deliverables were completed on time, on budget and provided the City with a “shovel ready” project that was tendered as a result of favourable OCIF funding at a cost within the proposed budget.

Typically, the consultant assignments for detailed design and construction phases of a project are considered separately due to the potential time lapse that could occur as a result of funding or the priority of the project. However, with funding being announced during the design phase, and the project being tendered to meet the timelines provided in the application process, an Agreement for Contract Administration and Project Management must be reached between a service provider and the City.

For logistical and continuity purposes, in the past, the City has opted to negotiate for this assignment with the Consultant that was chosen to complete the design work. Depending on the magnitude of the project, administration costs have ranged from eight to twelve percent of estimated construction costs. EXP Services has provided an estimated “upset limit” for Contract Administration, Construction Supervision and some minor Mechanical Design work within the existing Reservoir, of \$88,850 plus applicable taxes (Appendix 01). This estimate is based on an extended construction period and is equal to approximately 4.5% of the estimated construction cost.

The cost associated with Contract Administration for the project is an eligible expenditure that was included in, and is within, the budget for the approved OCIF funding application.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



August 11th, 2016.

Doug Walsh, Director of Public Works,
The Corporation of the City of Temiskaming Shores,
325 Farr Drive,
Haileybury, Ontario.
P0J 1K0

Re: Project No. NWL-01601003
North Cobalt Water Stabilization
Contract Administration

Dear Mr. Walsh:

As requested by the City of Temiskaming Shores, **exp Services Inc.** would be pleased to provide Contract Administration, Construction Supervision and Mechanical Design Services for the North Cobalt Water Stabilization Project for the Not to Exceed Price of **\$88,850.00 plus HST**. The breakdown of services included in this price is as follows:

- Senior Inspector 500 hours @ \$75.00/hr.....\$37,500.00
- Junior Inspector 300 hours @ \$60.00/hr.....\$18,000.00
- Mechanical/Pump Design.....\$10,000.00
- Project Manager 150 hours @ \$125.00/hr.....\$18,750.00
- Vehicle Expenses @ \$35.00/day.....\$2,100.00
- Misc. Disbursements.....\$2,500.00

TOTAL: \$88,850.00

We trust this quote is satisfactory. Should you have questions or concerns, please feel free to contact our office.

Yours truly,

Nolan Dombroski, P.Eng.
Infrastructure Manager, New Liskeard



Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: August 25, 2016
Subject: Ontario Municipal Cycling Infrastructure Program
Attachments: Transfer Payment Agreement (refer to By-law 2016-141)

Mayor and Council:

On August 4, 2015 Council considered Administrative Report RS-006-2015 – OMCIP Expression of Interest and passed Resolution No. 2015-480 directing staff to submit an Expression of Interest to the Ministry of Transportation Ontario Municipal Cycling Infrastructure Program (OMCIP), in the amount of \$325,000 with the municipality designating \$214,750 in the 2016 and 2017 municipal Capital Budget towards the project and the South Temiskaming Active Travel Organization donating \$214,750.

The municipality received approval of the application on March 11, 2016.

At the September 15, 2015 Regular Council meeting Memo No. 006-2015-RS was considered resulting in Resolution No. 2015-532 approving the submission of a funding application for the STATO Project to the Ontario Trillium Foundation (OTF) in the amount of \$150,000.

The municipality was informed on Friday December 11, 2015 that the application was successful and passed By-law No. 2016-003 to enter into a Funding Agreement with the Ontario Trillium Foundation to extend the STATO multi-use trail system.

The final OMCIP Transfer Payment Agreement was received by mail on Friday, August 12, 2016 and is attached. The total cost of the project is as follows:

OMCIP	\$325,000	
Ontario Trillium Foundation	\$150,000	
City	\$190,000	(Lakeshore Road Segment paid through Gas Tax)
City	\$144,500	(2017 - \$144,500)
<u>STATO</u>	<u>\$144,500</u>	
Total Project Cost:	\$954,000	

Staff is recommending:

1. That Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2016-RS;
2. That Council directs staff to prepare the necessary by-law to enter into a Transfer Payment Agreement with the Ministry of Transportation for the Province of Ontario (Ontario Municipal Cycling Infrastructure Program) in the amount of \$325,000 for consideration at the August 25, 2016 Special Council meeting; and
3. That Council allocates \$144,500 towards the overall project in the 2017 Capital Budget.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: August 25th, 2016
Subject: Ontario150 Community Celebration Program
Attachments: None

Mayor and Council:

The Regional Services Branch of the Ministry of Citizenship and Immigration and Ministry of Tourism, Culture and Sport is the delivery partner for the Ontario 150 Community Celebration Program which supports communities and community organizations across the province in commemorating and celebrating Canada's 150th anniversary in 2017. Eligible projects include:

- Celebratory or commemorative events and activities (e.g. multicultural festivals, Pow Wows, cross-cultural exchanges, outdoor learning experiences)
- Commemorative ceremonies (cenotaph unveilings, WW 1 centenary commemorations)
- Competitions in honor of the 150th (e.g. sporting events, including para-sports, that have been adapted from Canadian sports, youth innovation or entrepreneur competitions)

Projects must occur between January 1, 2017 and March 31, 2018. The Program will support up to 75% of project costs to a maximum of \$70,000 and the deadline for the application is September 2, 2016.

Working in partnership with le Centre culturel ARTEM and the New Liskeard BIA, staff is recommending that a funding application be submitted for a series of events including a new France Food Fair highlighting different cultures by local food producers to take place on July 1st, and a re-enactment of the historical meeting of the founding Fathers of Ontario including a fireworks display as an enhancement to the Village Noel celebration in November.

The total cost of the project is estimated at \$43,225 plus applicable taxes to be funded as follows:

Ontario 150 =	\$ 32,418.75	(75%)
ARTEM =	\$3,603	(1/3 of 25%)
City =	\$3,603	(1/3 of 25%)
N.L. BIA =	<u>\$3,603</u>	(1/3 of 25%)
Total =	\$43,225	

Recommendation;

1. That Council for the City of Temiskaming Shores acknowledges receipt of Memo 006-2016-RS;
2. That Council authorizes the submission of a funding application in the amount of \$32,418.74 (75% maximum funding) to the Ministry of Citizenship and Immigration/Ministry of Tourism, Culture and Sport Ontario 150 Community Celebration Program to host events estimated at \$43,225 to commemorate Canada's 150th anniversary in 2017 with a municipal contribution of \$3,603; and
3. That Council acknowledges that the proposed events are jointly sponsored by the City of Temiskaming Shores le Centre culturel ARTEM and the New Liskeard BIA.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: August 25, 2016
Subject: Ontario150 Community Celebration Program – Support for ARTEM's Application
Attachments: None

Mayor and Council:

The Regional Services Branch of the Ministry of Citizenship and Immigration and Ministry of Tourism, Culture and Sport is the delivery partner for the Ontario 150 Community Celebration Program which supports communities and community organizations across the province in commemorating Canada's 150th anniversary in 2017. Eligible projects include:

- Celebratory or commemorative events and activities (e.g. multicultural festivals, Pow Wows, cross-cultural exchanges, outdoor learning experiences)
- Commemorative ceremonies (cenotaph unveilings, WW 1 centenary commemorations)
- Competitions in honor of the 150th (e.g. sporting events, including para-sports, that have been adapted from Canadian sports, youth innovation or entrepreneur competitions)

Le Centre culturel ARTEM in partnership with the Temiskaming Art Gallery and the City of Temiskaming Shores will be applying for funds for a community celebration on May the 6th, 2017 - "150 YEARS IN TEMISKAMING" organized by the Temiskaming Art Gallery.

Attendees will be invited to dress in a historical costume, historical figures such as William Lyon McKenzie, Laura Secord, Robert Baldwin, John A. MacDonald, Georges-Étienne Cartier, Mollie McClung, Louis Riel, Cree leader Big Bear and Blackfoot leader Crowfoot will be introduced and state their part in the history of Ontario and Canada. There will be recurring figures at the July and November events of which the municipality is applying for funds. Nellie McClung and Georges-Étienne will be masters of ceremonies. The event will feature 5 performances, one by a First Nations Drumming Circle, one by a French Canadian musical group, one by a multicultural musical group, one by the local theatrical group from Kirkland Lake and one by the Paula Davey Dance school group.

Banners representing different ethnicities and different historical events, produced by local, provincial, national and international artists and artisans will be displayed in the event hall. Call for submissions, by the Temiskaming Art Gallery, will go out at the end of September. Foods of different cultures by local and regional entrepreneurs will also be available.

Projects must occur between January 1, 2017 and March 31, 2018. The Program will support up to 75% of total project costs up to \$70,000 and the deadline for the application is September 2, 2016.

Working in partnership with le Centre culturel ARTEM and the Temiskaming Art Gallery, staff is recommending that the municipality support the funding application for the total amount of \$13,750.00 with the Temiskaming Art Gallery and the municipality each contributing \$1,719.00.

Recommendation;

1. That Council for the City of Temiskaming Shores acknowledges receipt of Memo 007-2016-RS and;
2. That Council supports the submission of a funding application to the Ministry of Citizenship and Immigration/Ministry of Tourism, Culture and Sport Ontario 150 Community Celebration Program by le Centre culturel ARTEM for the "150 Years in Temiskaming" event in the amount of \$13,750 with a municipal contribution of \$1,719.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager

Subject: CCO No. 001 (By-law No. 2016-033)
 STATO Trail – Hessle to Hwy 65E

Report No.: RS-018-2016
Agenda Date: August 25, 2016

Attachments

- Appendix 01:** Miller Paving Quotation
- Appendix 02:** Contract Change Order No. 001

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-018-2016; and
2. That Council approves Contract Change Order No. 001 in the amount of \$17,820 plus applicable taxes to By-law No. 2016-033, being an agreement with Miller Paving Ltd. for the extension of the STATO Trail from Hessle Street to Highway 65 East.

Background

On March 1, 2016 Council considered Administrative Report PW-010-016 Tender Award-STATO Trail Extension (Hessle Street to Highway 65 East) and passed By-law No. 2016-033 being a by-law to enter into an agreement with Miller Paving limited for the supply of labour, equipment and material for the Construction of the Active Trail System, from Hessle Street to Highway 65E, adjacent to Armstrong Street with the City of Temiskaming Shores in the amount of \$120,875 plus applicable taxes. This project is funded through the Ontario Trillium Foundation in the amount of \$150,000.

Miller Paving Incorporated completed the work as specified in the tender; however during construction it was determined that an additional section of trail would be required to join the trail across the ARIO property to Hessle Street.

Miller Paving has provided a quote in the amount of \$17,820.00 plus applicable taxes. (Attached as Appendix No. 01 to the report).

Analysis

The quote received from Miller Paving Incorporated is within the budgeted dollars for the project and it is recommended that a Change Order be issued in the amount of \$17,820.00 plus applicable taxes with a completion date of October 14th, 2016.

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A
 This item is within the approved budget amount: Yes No N/A

Staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager



MILLER PAVING NORTHERN

704024 Rockley Road, Box 248, New Liskeard, ON, P0J 1P0
Phone: (705) 647-4331 Fax: (705) 647-3611

Quotation

To: Tammie Caldwell	From: Dan McDonald
Fax:	Date: August 5, 2016
Company: Temiskaming Shores	Pages: 1, including this cover page
Re: STATO Trail	CC:

We are pleased to offer this lump sum quote to perform the following work.

STATO Trail Murray Street - Lump Sum \$9,905.00

- Re-grade and add Granular 'A' as needed
- Saw cut asphalt joints
- Earth Excavation from end of Murray to Bridge
- Supply, haul, place and compact 50mm Superpave 12.5

STATO Trail Les Navigateurs School - Lump Sum \$17,820.00

- Earth Excavation from Curb to new Stato Trail
- Add 150mm of Granular A
- Bridge existing catch basin section.
- Supply, haul, place and compact 50mm Superpave 12.5

Terms & Conditions:

1. HST not included
2. Hot Mix paving shall occur between June 1 and October 14 of any given year.
3. Quote is valid for 30 days

Please contact the undersigned if you have any questions.

Thank You,

Dan McDonald, Estimator
705-676-6797
Dan.McDonald@millergroup.ca

Contract Change Order

Project Title: STATO Extension (Hessle-Hwy 65E)	Change Order No.:	001
Contractor/Consultant: Miller Paving Ltd.	Contract Value:	\$ 120,875.00
Project No.: 2016-001	CO Value:	\$ 17,820.00
Date: August 25, 2016	New Contract Value:	\$138,695.00

Project Description

The Agreement for the construction/Extension of the STATO Trail from Hessle Street to Highway 65E was approved by By-law No. 2016-033 at the regular meeting of Council of March 1st, 2016.

As construction progressed it was evident that additional work is required at the ARIO property section to connect the trail on the ARIO property to Hessle Street.

Description of Contract Change Order

The additional construction/extension has been quoted at \$17,820 plus applicable taxes.

Attachments

Quotation from Miller Paving Ltd.

Respectfully received by:

Reviewed and recommended for approval by:

“Original signed by”

“Original signed by”

 Tammie Caldwell
 Director of Recreation

 Christopher W. Oslund
 City Manager

Approval of Council through Resolution No.: 2016 - _____

Subject: CCO No. 001 (By-law No. 2016-138) **Report No.:** RS-019-2016
STATO Trail – Wilson to Laurette **Agenda Date:** August 25, 2016

Attachments

- Appendix 01:** Miller Paving Quotation
Appendix 02: Contract Change Order No. 001

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-019-2016; and
2. That Council approve Contract Change Order No. 001 in the amount of \$9,905.00 plus applicable taxes to By-law No. 2016-138, being an agreement with Miller Paving Ltd. for the extension of the STATO Trail from Wilson Avenue to Laurette Street.

Background

On August 2, 2016 Council considered Administrative Report PW-041-016 Tender Award-STATO Trail Extension (Wilson Avenue to Laurette Street) and passed By-Law No. 2016-138 being a by-law to enter into an agreement with Miller Paving limited for the supply of labour, equipment and material for the Construction of the Active Trail System, from Wilson Avenue to Laurette Street within the City of Temiskaming Shores. This project is funded through the Ontario Municipal Cycling Infrastructure Program, STATO and the City of Temiskaming Shores.

Part of the project entails the construction of a short section of trail on Murray Street from the top of the Wabi Bridge. This section of the trail was not included in RFQ-005-2016 Miller Paving Incorporated have provided a quote in the amount of \$9,905.00 plus applicable taxes. (Attached as Appendix No. 01 to the report).

Analysis

The quote received from Miller Paving Incorporated is within the budgeted dollars for the project and it is recommended that a Change Order be issued in the amount of \$9,905.00 plus applicable taxes with a completion date of October 14, 2016.

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A
This item is within the approved budget amount: Yes No N/A

The item is within the budgeted amount of the project and funded by the Ontario Municipal Cycling Infrastructure Program, STATO and the municipality.

Staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager



MILLER PAVING NORTHERN

704024 Rockley Road, Box 248, New Liskeard, ON, P0J 1P0
Phone: (705) 647-4331 Fax: (705) 647-3611

Quotation

To: Tammie Caldwell	From: Dan McDonald
Fax:	Date: August 5, 2016
Company: Temiskaming Shores	Pages: 1, including this cover page
Re: STATO Trail	CC:

We are pleased to offer this lump sum quote to perform the following work.

STATO Trail Murray Street - Lump Sum \$9,905.00

- Re-grade and add Granular 'A' as needed
- Saw cut asphalt joints
- Earth Excavation from end of Murray to Bridge
- Supply, haul, place and compact 50mm Superpave 12.5

STATO Trail Les Navigateurs School - Lump Sum \$17,820.00

- Earth Excavation from Curb to new Stato Trail
- Add 150mm of Granular A
- Bridge existing catch basin section.
- Supply, haul, place and compact 50mm Superpave 12.5

Terms & Conditions:

1. HST not included
2. Hot Mix paving shall occur between June 1 and October 14 of any given year.
3. Quote is valid for 30 days

Please contact the undersigned if you have any questions.

Thank You,

Dan McDonald, Estimator
705-676-6797
Dan.McDonald@millergroup.ca

Contract Change Order

Project Title: STATO Extension (Wilson-Laurette)	Change Order No.:	001
Contractor/Consultant: Miller Paving Ltd.	Contract Value:	\$ 206,162.50
Project No.: 2016-002	CO Value:	\$ 9,905.00
Date: August 25, 2016	New Contract Value:	\$ 216,067.50

Project Description

The Agreement for the construction/Extension of the STATO Trail from Wilson Avenue to Laurette Street was approved by By-law No. 2016-138 at the regular meeting of Council of August 2nd, 2016.

The project is funded through the Ontario Municipal Cycling Infrastructure program and includes line painting on Murray and May Street.

Description of Contract Change Order

A short section of trail on Murray Street from the top of the Wabi Bridge east to connect with Murray Street is required.

Miller Paving Incorporated has provided a quote in the amount of \$9,905.00 plus applicable taxes for the additional work which includes site preparation, asphalt and topsoil.

Attachments

Quotation from Miller Paving Ltd.

Respectfully received by:

Reviewed and recommended for approval by:

“Original signed by”

“Original signed by”

 Tammie Caldwell
 Director of Recreation

 Christopher W. Oslund
 City Manager

Approval of Council through Resolution No.: 2016 - _____

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: August 22, 2016
Subject: Encroachment Agreement for 678 Brewster Street (Lot 46 and Part of Lot 65, on Plan M-54NB; Parcels 4811SST and 5282NND)
Attachments: Draft Encroachment Agreement
Photos showing encroaching structures

Mayor and Council:

The property at 678 Brewster Street has undergone extensive renovations which began in 2014. Part of the renovation was to convert the existing single family dwelling into a 2-unit dwelling house. This work was completed with the proper permits and approval of the Building Department.

The original house had an enclosed storage space attached to the rear with a deck on top. The storage space and deck were removed and the deck was rebuilt and enlarged, but the area remains largely within the footprint of the storage space. Due to the topography of the property, and in keeping with the previous configuration, the owner built a walkway from the deck to the top of the retaining wall and also constructed landings and stairs for access to the lower part of the property. The previous deck also included a walkway to the retaining wall. This access is the only point of ingress/egress to the upstairs unit.

There is no survey on file for this property. City staff, working with the current property owner, were able to locate one of the survey bars and measure the length of the property along the north side. Based on this rough site analysis, it appears as though the walkway, landings, stairs, and retaining wall are located on the City's laneway which runs south to north between the properties fronting on Brewster and Rorke. There is an area above the retaining wall that is gravel surfaced and accesses the rear portions of the properties along Brewster and Rorke, but the actual location of the laneway could not be determined with complete accuracy. The property at 678 Brewster also includes a garage located on the opposite side of the laneway.

The owner's solicitor has drafted the attached encroachment agreement for Council's consideration. The agreement permits the encroachment to remain but prohibits the expansion of the structures without the express consent of the City. The agreement also allows the City to require the relocation or removal of the encroachment at any time and for any reason. The agreement will be registered on title to the property at the owner's expense and shall bind any successors and assigns for a period of 20 years with an annual fee of \$50.00.

A conditional building permit has been issued to allow the Building Department to work with the property owner to ensure the structures have been constructed in accordance with the requirements of the Ontario Building Code.

This property has a sale pending, with the building permit and the encroachment agreement being the last pieces to finalize the transfer to the new owner.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

**Being a by-law to enter into an Encroachment Agreement
with Sharon Myra Dionne owner of the Subject Property -
678 Brewster Street – Lot 46 and Part of Lot 65 on Plan M-46
N.B. – Roll No. 54-18-030-001-062**

Whereas under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

And whereas under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

And whereas Sharon Dionne has constructed a retaining wall, walkway, landings, and stairs that encroach onto the municipal laneway;

And whereas Council considered Memo No. 013-2016-CGP at the August 25, 2016 Special Council meeting and directed staff to prepare the necessary by-law to enter into an encroachment agreement with Sharon Dionne for consideration at the August 25, 2016 Special Council meeting;

And whereas the Council deems it desirable to enter into an Encroachment Agreement with Sharon Dionne;

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement between Sharon Dionne "Owner" and The Corporation of the City of Temiskaming Shores as the "City" in the form annexed hereto as Schedule "A" and forming part of this by-law;
2. The Council agrees to permit an encroachment onto the laneway running north from Ethel Street between the properties fronting on Brewster Street and the properties fronting on Rorke Avenue, as shown on Schedule "B", attached to and forming part of this by-law;
3. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative numerical,

grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 25th day of August, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

This Encroachment Agreement entered into on the 25th day of August, 2016.

Between:

Sharon Myra Dionne
(the "Owner")

And:

The Corporation of the City of Temiskaming Shores
(the "City")

Recitals:

- a) The Owner is the registered and beneficial owner of 678 Brewster Street, Parcel 4811 SEC SST; Part of Lot 65 Plan M-54 N.B. Bucke as in LT56925; Temiskaming Shores, District of Timiskaming; *and* Parcel 5282 SEC NND; Lot 46 Plan M-54 N.B. Bucke; Temiskaming Shores; District of Timiskaming, in the City of Temiskaming Shores; Roll No. 54-18-010-003-161.00; also, respectively known as PIN Nos. 61350-0158(LT) and 61350-0146(LT) (the "Property")
- b) The Owner has constructed a retaining wall and deck on the Property, which encroaches upon City-owned land, being a laneway at the rear of the subject property (the "Encroachment").
- c) The City is prepared to permit the Encroachment to continue to encroach upon the City-owned land subject to the terms and conditions set forth herein.

Terms and Conditions

1. In the event the City delivers written notice to the Owner that the City requires, for any purpose, the land which is affected by the Encroachment, the Owner shall, at its sole cost and expense either reconfigure, or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment therefrom.
2. The Owner shall be responsible for the maintenance and repair of the Encroachment and all related expenses.
3. The Owner shall indemnify and save harmless the City from all loss, costs and damages which the City may incur, arising from the existence of the Encroachment or the use, maintenance or repair thereof.
4. The Owner covenants and agrees that this Encroachment Agreement is restricted to the existing Encroachment and the use, maintenance and repair thereof, not any expansions or further improvements thereto.

- 5. The Owner covenants and agrees that under no circumstances will the encroachment be enlarged or extended further onto the City-owned laneway.
- 6. The Owner covenants and agrees not to impede or interfere with the ingress and egress of motor vehicles or other vehicular traffic or users of the laneway subject to this encroachment.
- 7. This Encroachment Agreement shall be binding upon the Owner, its successors and assigns and shall run for a period of 20 years from the earlier of the date of registration or execution and the Owner shall pay an annual fee to the City of \$50.00 as long as the encroachment exists.

In witness whereof the parties have set their hands and seals on the date first above written.

Signed and Sealed in
the presence of

Sharon Myra Dionne

Owner – Sharon Myra Dionne

Witness

Print Name: _____

Municipal Seal

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "B" to

By-law No. 2016-000

Site Plan – Encroachment

City of Temiskaming Shores



Subject to Encroachment Agreement

678 Brewster

Appendix 02
013-2016-CGP
August 25, 2016



The Corporation of the City of Temiskaming Shores

By-law No. 2016-140

Being a by-law to enter into an agreement with EXP Services Inc. for Engineering Services for the Contract Administration, Construction Supervision and some minor Mechanical Design at the Haileybury Water Reservoir in relation to the North Cobalt Water Stabilization Project

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Memo No. 021-2016-PW at the August 25, 2016 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with EXP Services Inc. for Contract Administration, Construction Supervision and some minor Mechanical Design work at the Haileybury Water Reservoir in relation to the North Cobalt Water Stabilization Project at an upset limit of \$88,500 plus applicable taxes for consideration at the August 25, 2016 Special Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with EXP Services Inc. for Contract Administration, Construction Supervision and some minor Mechanical Design work at the Haileybury Water Reservoir in relation to the North Cobalt Water Stabilization Project at an upset limit of \$88,500 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 25th day of August, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2016-140

Agreement between

The Corporation of the City of Temiskaming Shores

and

EXP Services Inc.

for Contract Administration, Construction Supervision
and some minor Mechanical Design in relation to the
North Cobalt Water Stabilization Project

This agreement made in duplicate this 25th day of August, 2016.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

EXP Services Inc.

(hereinafter called "the Consultant")

Witnesseth:

That the Owner and the Consultant shall undertake and agree as follows:

Article I:

The Consultant will:

- a) Do and fulfill everything indicated in EXP Services Inc. letter dated August 11, 2016 for Project No. NWL-01601003 – Contract Administration, a copy of which is attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Eighty-eight Thousand, Eight Hundred and Fifty Dollars and Zero Cents (\$88,850.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in

which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

EXP Services Inc.
P.O. box 1208
9 Wellington Street
New Liskeard, Ontario
P0J 1P0

The Owner:

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

The Director:

The Director of Public Works
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

EXP Services

Consultant's Seal)
(if applicable))

Infrastructure Manager – Nolan Dombroski, P. Eng.

Witness – Annette Neill

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2016-140

Form of Agreement



August 11th, 2016.

Doug Walsh, Director of Public Works,
The Corporation of the City of Temiskaming Shores,
325 Farr Drive,
Haileybury, Ontario.
P0J 1K0

Re: Project No. NWL-01601003
North Cobalt Water Stabilization
Contract Administration

Dear Mr. Walsh:

As requested by the City of Temiskaming Shores, **exp Services Inc.** would be pleased to provide Contract Administration, Construction Supervision and Mechanical Design Services for the North Cobalt Water Stabilization Project for the Not to Exceed Price of **\$88,850.00 plus HST**. The breakdown of services included in this price is as follows:

- Senior Inspector 500 hours @ \$75.00/hr.....\$37,500.00
- Junior Inspector 300 hours @ \$60.00/hr.....\$18,000.00
- Mechanical/Pump Design.....\$10,000.00
- Project Manager 150 hours @ \$125.00/hr.....\$18,750.00
- Vehicle Expenses @ \$35.00/day.....\$2,100.00
- Misc. Disbursements.....\$2,500.00

TOTAL: \$88,850.00

We trust this quote is satisfactory. Should you have questions or concerns, please feel free to contact our office.

Yours truly,

Nolan Dombroski, P.Eng.
Infrastructure Manager, New Liskeard

The Corporation of the City of Temiskaming Shores

By-law No. 2016-141

**Being a by-law to enter into a Transfer Payment Agreement
with Her Majesty the Queen in Right of Ontario as
represented by the Minister of Transportation for the
Province of Ontario under the Ontario Municipal Cycling
Infrastructure Program for funding for the extension of the
STATO Trail**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. RS-005-2015 at the August 4, 2015 Regular Council meeting and adopted Resolution No. 2015-480 directing staff to submit an Expression of Interest under the OMCIP funding program for the South Temiskaming Active Travel Organization Trail system;

And whereas Council considered Memo No. 005-2016-RS at the August 25, 2016 Special Council meeting and directed staff to prepare the necessary by-law to enter into a Transfer Payment Agreement with the Ministry of Transportation under the OMCIP program in the amount of \$325,000 for consideration at the August 25, 2016 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into a Transfer Payment Agreement with the Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation under the Ontario Municipal Cycling Infrastructure Program in the amount of \$325,000, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 25th day of August, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2016-141

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Transportation for the Province of Ontario

under the Ontario Municipal Cycling Infrastructure Program for
extension of the STATO Trail

**ONTARIO MUNICIPAL CYCLING INFRASTRUCTURE PROGRAM
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Cycling Infrastructure Program (the “**Agreement**”) made in quadruplicate and effective as of the Effective Date (as defined in section A.1.2 (Definitions)).

BETWEEN :

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

(the “**Province**”)

- and -

Corporation of the City of Temiskaming Shores

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in cycling infrastructure is important to achieving the vision for #CycleON: Ontario's Cycling Strategy.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule “C” (Project Description)).

The Project supports the provincial goals of improving cycling infrastructure and helping promote cycling as a safe, convenient and appealing mode of transportation, whether for day-to-day travel, recreation or tourism.

The Province agreed, subject to terms and conditions to be set out in a transfer payment agreement, to financially contribute to the Project.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding up to the Maximum Funds, which shall not be greater than 50% of the total Eligible Costs, for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project (“**Maximum Funds**” and “**Eligible Costs**” as defined in section A.1.2 (Definitions)).

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 is expressly acknowledged, the Parties agree as follows:

ENTIRE AGREEMENT

The Agreement, including:

- Schedule "A" - General Terms and Conditions;
- Schedule "B" - Project Specific Information;
- Schedule "C" - Project Description;
- Schedule "D" - Budget, Payment Plan and Timelines;
- Schedule "E" - Eligible and Ineligible Costs;
- Schedule "F" - Reporting and Evaluation;
- Schedule "G" - Communications Protocol;
- Schedule "H" - Disposal of and Revenues from Assets;
- Schedule "I" - Aboriginal Consultation Protocol;
- Schedule "J" - Request for Payment and Payment Procedures;
 - Sub-schedule "J.1" - Certificate from Recipient;
 - Sub-schedule "J.2" - Certificate from Professional Engineer;
 - Sub-schedule "J.3" - Solemn Declaration of Substantial Completion;
 - Sub-schedule "J.4" - Request for Payment Form; and

any amending agreement entered into as provided for below,

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.

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.

AMENDING THE AGREEMENT

Subject to sections A.4.5 and A.19.1, the Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

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

by:

Date

Name:

Title: Director, Transportation Policy Branch

Authorized Signing Officer

Corporation of the City of Temiskaming Shores

by:

Date

Name:

Title:

by:

Date

Name:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.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 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;
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive;
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) in the event of a conflict or inconsistency between any of the requirements of:
 - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
 - (iii) Schedule "J" (Request for Payment and Payment Procedures) and any of the requirements of Sub-schedule "J.1" (Certificate from Recipient), Sub-schedule "J.2" (Certificate from Professional Engineer), Sub-schedule "J.3" (Solemn Declaration of Substantial Completion), or Sub-schedule "J.4" (Request for Payment Form), Schedule "J" (Request for Payment and Payment Procedures) will prevail.

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

"Agreement" means this Transfer Payment Agreement for the Ontario Municipal Cycling Infrastructure Program, including all of its schedules and sub-schedules, and any amending agreement entered into as provided for in the Agreement.

"Authorities" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

"Budget" means the budget attached to the Agreement as Schedule "D" (Budget, Payment Plan and Timelines).

"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.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Costs” means the costs of the Project incurred and paid by the Recipient and eligible for contribution by the Province under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible and Ineligible Costs).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“Event of Default” has the meaning ascribed to it in section A.14.1 (Events of Default).

“Expiration Date” means the date on which the Agreement will expire and is the date set out in Schedule “B” (Project Specific Information).

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“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.

“Generally Accepted Auditing Standards” means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

“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 that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible and Ineligible Costs).

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B” (Project Specific Information).

“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.

“OMCIP” means the Ontario Municipal Cycling Infrastructure Program.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C” (Project Description).

“Post-construction Report” means the post-construction report described in Article F.2.0 (Post-construction Report) of Schedule “F” (Reporting and Evaluation).

“Post-project Evaluation” means the post-project evaluation described in Article F.3.0 (Post-project Evaluation) of Schedule “F” (Reporting and Evaluation).

“Project Activity” means an activity undertaken as part of the Project described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.1.2 (Budget for the Project).

“Project Milestone” means a Project milestone as described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

“Project Milestone Payment” means a payment by the Province in respect of Eligible Costs relating to a Project Milestone.

“Reports” means the reports described in Schedule “F” (Reporting and Evaluation).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Solemn Declaration of Substantial Completion” means the Solemn Declaration of Substantial Completion attached as Sub-schedule “J.3” (Solemn Declaration of Substantial Completion).

“Substantial Completion” means substantially performed, as described in and as determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario), and for the purposes of the Project means the Milestone 3 (Submission of Certificate of Substantial Completion) described in Schedule “D” (Budget, Payment Plan and Timelines),

Article D.2.0 (Payment Plan and Timelines).

“Substantial Completion Date” means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

“Timelines” means the Project schedule set out in Schedule “D” (Budget, Payment Plan and Timelines).

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.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, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both; and
- (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.

A.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.

A.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) procedures to enable the Recipient to complete the Project successfully;
- (b) 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;
- (c) procedures to enable the preparation and delivery of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (d) 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.

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

A.3.0 TERM OF THE AGREEMENT

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

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds, which shall not be greater than 50% of the total Eligible Costs, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures set out in Schedule "J" (Request for Payment and Payment Procedures); 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.

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

1. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
2. 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 A.7.1 (Preparation and Submission); and
3. 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 A.13.1 (Termination Where No Appropriation).

- A.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 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 ministry, agency or organization of the Government of Ontario.
- A.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.
- A.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.
- A.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.
- A.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.
- A.4.8 Maximum Funds and Recipient's Contribution.** The Recipient acknowledges and agrees that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds; and
 - (b) the Recipient's contribution, net of any financial assistance the Recipient may receive from any third party for the Project, towards the Eligible Costs of the Project will be, unless the Province otherwise agrees upon in writing, at least 20% of such costs.
- A.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 actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- A.4.10 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that it is receiving funding from the Province for the Project and is not providing goods or services to the Province.
- A.4.11 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project, including:
- (a) complete, diligent and timely Project implementation within the costs and Timelines specified in the Agreement and in accordance with all other terms and conditions of

the Agreement;

- (b) all the costs of the Project including overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) undertake, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.12 Disclosure of Other Financial Assistance and Adjustments. The Recipient agrees:

- (a) to inform the Province promptly of all financial assistance received for the Project; and
- (b) if the Recipient receives or is owed financial assistance from any source, other than the Province, in respect of Eligible Costs which, in the aggregate, exceeds 100% of the Eligible Costs, then the Province may reduce the payment or demand the repayment of Funds in an amount up to the financial assistance received or owed in excess and not exceeding the Maximum Funds.

A.4.13 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

A.4.14 Request for Payment and Payment Procedures. The Recipient agrees that the request for payment and payment procedures set out in Schedule “J” (Request for Payment and Payment Procedures) will apply.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

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

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with:
 - (i) its policies and procedures and all applicable laws; and
 - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including labour and human rights legislation; and
- (c) the Province and its authorized representatives and independent auditors identified by the Province and the Auditor General of Ontario will at all times:
 - (i) be permitted to inspect the terms of any Contract, record and account respecting the Project; and
 - (ii) have free and timely access to the Project sites, facilities and any documentation as contemplated pursuant to paragraph A.7.3(b).

A.5.3 Disposal. The Recipient agrees that any disposal of assets including, without limitation, the sale and lease or any other disposition of any asset purchased or created with the Funds or for which Funds were provided, will be in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

A.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.

A.6.2 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), 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.

A.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.

A.7.0 REPORTING, ACCOUNTING AND REVIEW

A.7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the Timelines and content requirements set out in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.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 the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:
 - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project.
- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for the Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

A.7.3 Inspection.

- (a) The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon 24 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:
 - (i) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
 - (ii) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and

(iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

(b) The Recipient will ensure Contracts include the right of the Province, its authorized representatives, independent auditors and Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate access with any Third Party for the purpose of such inspections and audits.

A.7.4 **Disclosure.** To assist in respect of the rights set out in section A.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.

A.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.

A.7.6 **Auditor General.** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A.7.7 **Post-project Evaluation.** The Recipient agrees to conduct and submit to the Province a Post-project Evaluation following the evaluation procedures set out in Schedule "F" (Reporting and Evaluation), Article F.3.0 (Post-project Evaluation).

A.7.8 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).

A.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.

A.9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

A.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.

A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.10.0 INDEMNITY

- A.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.
- A.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.
- A.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.
- A.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.
- A.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.

A.11.0 INSURANCE

- A.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 \$2,000,000.00 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.

A.11.2 **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 A.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.

A.12.0 TERMINATION ON NOTICE

A.12.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

A.12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.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 such costs against the amount owing pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.8 (Maximum Funds and Recipient's Contribution), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION

A.13.1 **Termination Where No Appropriation.** If, as provided for in paragraph A.4.2(c), 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.

A.13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A.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 A.13.2(b).

A.13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to paragraph A.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.

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A.14.1 Events of Default. It will constitute an Event of Default if, 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:

- (a) carry out the Project;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

A.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.

A.14.3 Opportunity to Remedy. If, in accordance with paragraph A.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.

A.14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.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 A.14.2(a), (c), (d), (e), (f), (g), (h) and (i).

A.14.5 When Termination Effective. Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as set out in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A.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.

A.16.0 FUNDS UPON EXPIRY

A.16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A.17.0 REPAYMENT

A.17.1 Repayment of Overpayment. If at any time during the Term 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.

A.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.

A.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.

A.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 referred to in section A.18.1 (Notice in Writing and Addresses).

A.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.

A.18.0 NOTICE

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

A.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.

A.18.3 **Postal Disruption.** Despite paragraph A.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.

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.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.

A.20.0 SEVERABILITY OF PROVISIONS

A.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.

A.21.0 WAIVER

A.21.1 **Waivers in Writing.** If a Party fails to comply with any term, 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 A.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.

A.22.0 INDEPENDENT PARTIES

A.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.

A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.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.

A.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.

A.24.0 GOVERNING LAW

A.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.

A.25.0 FURTHER ASSURANCES

A.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.

A.26.0 JOINT AND SEVERAL LIABILITY

A.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.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

A.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.

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.28.1 **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.

A.29.0 SURVIVAL

A.29.1 **Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.7 (Interest), A.5.3 (Disposal) and A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General), A.7.7 (Post-project Evaluation), and A.7.8 (Calculations), Article A.8.0 (Communications Requirements), Article 10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), and A.28.0 (Failure to Comply with Other Agreements), and this Article A.29.0 (Survival).

A.30.0 ABORIGINAL CONSULTATION

A.30.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

A.31.0 SPECIAL CONDITIONS

A.31.1 **Special Conditions.** The Province's contribution under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement, naming municipal signing officers for the Agreement and, setting out the amount of the Recipient's share of funding and a commitment to the Recipient's share of funding;
 - (ii) the insurance certificate or other proof as the Province may request pursuant to section 11.2 (Proof of Insurance);
 - (iii) the necessary information to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iv) written confirmation that the Recipient has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
 - if the Recipient does not own the land on which the Project is carried out, with each of the land-owners upon which the Project is carried out;
 - each of the entities, if any, listed in Schedule "D" (Budget, Payment Plan and Timelines), section D.1.1 Funding Contributions), under "Contribution from Other Sources"; and
 - each of the Recipient's partners, if any, the Recipient indicated in its expression of interest or application, or both, have agreed to maintain the Project; and
- (b) before any Funds are provided to the Recipient, the Recipient providing the Province with:
 - (i) written confirmation of the location of Project documents at the premises of the Recipient; and
 - (ii) for the Project Milestone 2 (Award of Construction Contract) described in Schedule "D" (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines), written confirmation that the Recipient:

- is in compliance with all Environmental Laws, including that the Recipient has completed any required environmental assessment and obtained all necessary approvals and permits; and
- has obtained all required approvals and permits for the Project including, without limitation, any encroachment and land use permit from the Province.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.31.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION

Maximum Funds (up to 50% of the total Eligible Costs to a maximum amount of)	\$ 325000
Expiration Date	March 31, 2021
Contact information for the purposes of Notice to the Province	Ontario Municipal Infrastructure Program Address: Sustainable & Innovative Transportation Office Transportation Policy Branch Ontario Ministry of Transportation 777 Bay Street, 30 th Floor Toronto ON M7A 2J8 Phone: 1-844-671-7438 Fax: 416-585-7204 Email: omcip@ontario.ca
Contact information for the Recipient	Name: Position: Address: Phone: Fax: Email:

SCHEDULE "C"

PROJECT DESCRIPTION

C.1.0 PROJECT GENERAL DESCRIPTION

In addition to the description provided in this Schedule "C" (Project Description), the Project description incorporates the description provided in the expression of interest the Recipient submitted to the Province under the OMCIP on 8/5/2015 and application submitted on 11/27/2015, and any subsequent clarification to these documents the Recipient submitted to the Province and the Province explicitly accepted in writing. In the event of a conflict or inconsistency between the Project description provided in any of the above documents and the Agreement, the Agreement will prevail.

Project Name

The Project is called *STATO Active Travel System* for communications purposes by the Recipient and will be referred to as the Project in this Schedule.

Project Type and Objective

The objective of the Project is to complete an on- and off-road cycling route that safely connects the communities of Haileybury, New Liskeard and Dymond. The Project will also connect cyclists to residential, commercial, recreation and tourism destinations.

Project Location

The project is located in the City of Temiskaming Shores, between the intersection of Lakeshore Road South and Sunnyside Drive and the intersection of Crystal Crescent and Laurette Street.

Linear Project Components

The design, construction and maintenance of the following:

- approximately 0.85 km of a 2.5 m wide bi-directional multi-use path on Lakeshore Road North from the intersection of Radley Hill Road and Lakeshore Road North ending on Lakeshore Road South;
- about 0.12 km of a conventional bike lane along Murray Street,;
- about 0.5 km of a conventional bike lane along May Street;
- about 0.64 km of a conventional bike lane along Hessle Street;
- about 0.26 km of a multi-use off-road path on the Agriculture Institute of Ontario at Armstrong Street;
- about 0.66 km along Armstrong Street, grade-separated from the road
- about 0.22 km of a conventional bike lane on the parking lot of Temiskaming Square Shopping Centre;
- about 0.38 km of a multi-use off-road path in the boulevard of Highway 65 East;

- about 1.2 km of a multi-use off-road path through an easement east of Temiskaming Square Shopping Centre, north to Wilson Avenue;
- about 0.13 km of a conventional bike lane along Wilson Avenue;
- about 1.2 km of a conventional bike lane along Grant Drive;
- about 0.25 km of a conventional bike lane along Drive In Theatre Road;
- about 0.61 km of a conventional bike lane along Laurette Street; and,
- about 0.25 km of a conventional bike lane along Crystal Crescent.

Project Connections to Public Transit and/or Other Cycling Routes

The Project will connect to the following existing cycling routes:

- existing cycling infrastructure on Lakeshore Road North; and,
- existing cycling infrastructure on Lakeshore Road South.

Other Project Requirements

Where applicable, the Recipient must apply for and obtain all permits (Encroachment and Building/Land Use) as applicable through the Ministry's Corridor Management Office. As a condition of securing the MTO issued permits, where required, the Recipient and MTO will negotiate and enter into a trail crossing agreement to outline responsibilities associated with the design, construction, maintenance, repair and potential future removal of the trail.

Note: The Recipient may, with the prior written consent and at the sole discretion of the Province, make minor changes to the Project as described in this Article C.1.0 (Project General Description).

SCHEDULE "D"

BUDGET, PAYMENT PLAN AND TIMELINES

D.1.0 BUDGET

In addition to the information provided in this Schedule "D" (Budget, Payment Plan and Timelines), the Budget, Payment Plan and Timelines incorporate the information provided in the expression of interest the Recipient submitted to the Province under the OMCIP on 8/5/2015 and application submitted on 11/27/2015, and any subsequent clarification to these documents the Recipient submitted to the Province and the Province explicitly accepted in writing. In the event of a conflict or inconsistency between the information provided in any of the above documents and the Agreement, the Agreement will prevail.

D.1.1 Funding Contributions

TOTAL PROJECT COSTS	TOTAL ELIGIBLE COSTS	MAXIMUM PROVINCIAL CONTRIBUTION (up to 50% of the total Eligible Costs and no greater than the Maximum Funds)	RECIPIENT CONTRIBUTION	CONTRIBUTION FROM OTHER SOURCES ¹
\$954,000	954,000	\$325,000	\$339,250	\$139,750 (South Temiskaming Active Travel Organization) \$150,000 (Ontario Trillium Foundation)

1. Provide a list of contributors (other sources) and the amount of financial assistance committed.

D.1.2 Budget for the Project

FISCAL YEAR	PROJECT ACTIVITIES	ELIGIBLE COSTS	PROVINCIAL CONTRIBUTION TO ELIGIBLE COSTS
2016-2017 Provincial Fiscal Year ¹	Design and engineering	\$0	\$0
	Project management	\$0	\$0
	Materials, labour and construction	\$615,000	\$162,500
2017-2018 Provincial Fiscal Year	Design and engineering	\$0	\$0
	Project management	\$0	\$0
	Materials, labour and construction	\$339,000	\$162,500
Total		\$954,000	\$325,000

1. Note: the provincial fiscal year starts April 1 and ends March 31 of the following year.

D.2.0 PAYMENT PLAN AND TIMELINES

Subject to the terms and conditions of the Agreement having been met, the Ministry will provide Funds to the Recipient as set out below and in Schedule J. The total provincial contribution will not exceed the Maximum Funds. For greater clarity, Eligible Costs can begin to accrue as of January 1, 2016 as set out in Schedule "E" (Eligible and Ineligible Costs), section E.1.1 (Eligible Costs Date of Effect).

PROJECT MILESTONE NUMBER	PROJECT MILESTONE DESCRIPTION	PERCENTAGE OF PROVINCIAL CONTRIBUTION	MAXIMUM PROVINCIAL CONTRIBUTION	EXPECTED COMPLETION DATE	REQUIRED DOCUMENTATION
1	Award of Design Contract	20%	\$65,000	02/2016	<ul style="list-style-type: none"> • Copy of the award letter(s) sent to the Third Party for the design Contract(s), signed by the Recipient's chief administrative officer or, with the written consent of the Province, another representative of the Recipient • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Completed Request for Payment form in the form provided in Sub-schedule J.4 (Request for Payment Form)
2	Award of Construction Contract	25%	\$81,250	04/2016	<ul style="list-style-type: none"> • Copy of the award letter(s) sent to the Third Party for the construction Contract(s), signed by the Recipient's chief administrative officer or, with the written consent of the Province, another representative of the Recipient

<ul style="list-style-type: none"> • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form) 					
<ul style="list-style-type: none"> • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Solemn Declaration of Substantial Completion in the form provided in Sub-schedule J.3 (Solemn Declaration of Substantial Completion) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form) 	08/2017	\$146,250	45%	Submission of Certificate of Substantial Completion	3
<ul style="list-style-type: none"> • Completed Post-construction Report • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form) 	11/2017	\$32,500	10%	Acceptance of Post-construction Report	4

SCHEDULE "E"

ELIGIBLE AND INELIGIBLE COSTS

E.1.0 ELIGIBLE COSTS

E.1.1 **Eligible Costs Date of Effect.** Eligible Costs can begin to accrue as of January 1, 2016.

E.1.2 **Scope of Eligible Costs.** Eligible Costs are the direct capital costs which are, in the Province's opinion, properly and reasonably incurred and paid by the Recipient for the Project. Eligible Costs include only the following:

- (a) Project design and engineering;
- (b) Project management;
- (c) materials to carry out the Project;
- (d) labour contracted solely to carry out the Project; and
- (e) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

E.2.0 INELIGIBLE COSTS

E.2.1 **Scope of Ineligible Costs.** Unless a cost is considered an Eligible Cost pursuant to Article E.1.0 (Eligible Costs), such cost will be considered an Ineligible Cost. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.2.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Costs:

- (a) landscaping;
- (b) communications events, including educational or promotional signage;
- (c) lighting between intersections;
- (d) signs, signals or pavement markings that do not primarily benefit cyclists;
- (e) cycling specific signals that are not either bicycle actuated or operated in sync with timed signals for motor vehicles;
- (f) new curb and gutter, unless necessitated by Project design and otherwise approved in writing by the Province;
- (g) interlocking pavers;
- (h) shelters and benches for resting;
- (i) labour and administrative costs associated with data collection and the Recipient's regular business;
- (j) costs associated with environmental assessments;
- (k) rolling stock (e.g., truckers and graders);
- (l) storage costs for projects which extend for more than one year;
- (m) financing charges;
- (n) acquisition of land and any interest in land;
- (o) GIS mapping, unless necessitated for the Project design and has otherwise received the Province's prior written approval;
- (p) in-kind contributions, including labour and materials;

- (q) work that has been completed prior to January 1, 2016;
- (r) non-linear infrastructure (e.g., bike racks, counting equipment and signs) that is not located on or adjacent to the proposed linear infrastructure;
- (s) addition/modification of an intersection primarily to benefit motor vehicles;
- (t) addition/modification of a turning lane for motor vehicles, unless necessitated for the Project design and has received the Province's prior written approval;
- (u) road resurfacing outside the cycling infrastructure;
- (v) addition/modification of adjacent pedestrian infrastructure, unless it primarily benefits cyclists or is necessitated for the Project design and has received the Province's prior written approval;
- (w) other infrastructure additions/modifications that do not enable cycling (e.g., decorative lighting); and
- (x) other costs which are not specifically listed as Eligible Costs under this Schedule "E" (Eligible and Ineligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

E.2.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Costs:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (g) carrying costs incurred on the funding share of any funding partner other than the Province;
- (h) costs associated with municipal staff travel;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient;
- (k) Recipient's upgrades not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

E.2.3 Costs Over and Above Project Scope. The Province will not fund expenditures related to activities undertaken as part of the Project that are over and above the scope of the Project. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project, ;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) corridor and urban design enhancements over and above those that are described for the Project in Schedule "C" (Project Description).

SCHEDULE "F"

REPORTING AND EVALUATION

F.1.0 INTERIM FINANCIAL REPORT

F.1.1 If the Project spans over one Fiscal Year, the Recipient must submit to the Province an interim financial report no later than 30 days after March 31 of the first Fiscal Year. This report shall be in a form satisfactory to the Province and certified by both the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient and a professional engineer. The report shall identify any actual or potential issues in carrying out the Project and corresponding mitigating strategies. The interim financial report will also include, if required pursuant to Schedule I (Aboriginal Consultation Protocol), section I.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

F.2.0 POST-CONSTRUCTION REPORT

F.2.1 **Post-construction Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will be required to submit a Post-construction Report to the Province for the Project (the "**Post-construction Report**") by the earlier of 90 days after the Substantial Completion Date or March 2, 2018. The Recipient will for the submission of the Post-construction Report follow such administrative procedures as are specified from time to time by the Province. The Post-construction Report will be in a form satisfactory to the Province and will include:

- (a) a detailed description of the Project as completed, including photographs;
- (b) particulars of how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied;
- (c) financial statements and, if requested by the Province, financial statements audited by an independent external auditor. Such audit will be carried out under the Recipient's management and at the Recipient's expense;
- (d) details of and explanations for any variance from the Project including, without limitation, Schedule "C" (Project Description) and Schedule "D" (Budget, Payment Plan and Timelines);
- (e) details of how the objectives of the Project and of the Province of Ontario have been met;
- (f) how/when usage data will be collected to identify the Project's benefits and when the results will be communicated to the municipal council and to the Province (see section F.3.1 (Completion of Post-project Evaluation));
- (g) if required pursuant to Schedule I (Aboriginal Consultation Protocol), section I.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it; and
- (h) any other information respecting the Project the Province may request.

F.3.0 POST-PROJECT EVALUATION

F.3.1 Completion of Post-project Evaluation.

- (a) As required pursuant to section A.7.7 (Post-project Evaluation) and unless the Province otherwise agrees upon, at its sole discretion and in writing, the Parties agree to conduct a Post-project evaluation.
- (b) The purpose of the Post-project Evaluation is to:
 - (i) inform the Recipient of the benefits of the Project; and
 - (ii) assist the Province in assessing the Project implementation to inform future delivery of municipal cycling infrastructure programs for which provincial transfer payments are provided.
- (c) The Recipient further agrees to prepare, as required pursuant to section F.3.2 (Post-project Evaluation Report and Timelines), the Post-project evaluation report.
- (d) The Recipient agrees that the Project evaluation report is in addition to the Post-construction Report pursuant to section F.2.1 (Post-construction Report).
- (e) The Recipient acknowledges and agrees that the Post-project evaluation report will be a public document.

F.3.2 Post-project Evaluation Report and Timelines.

- (a) The Recipient will provide the Province with a Post-project Evaluation report within 90 days of the last count of cyclists carried out pursuant to this section F.3.2 (Post-project Evaluation Report and Timelines).
- (b) The Post-project Evaluation report will include any data collection requirements described in Schedule "C" (Project Description).
- (c) The Post-project Evaluation report will include the counts described in paragraphs F.3.2 (d), (e) (f) (g) and (h).
- (d) The Recipient agrees that the Post-project Evaluation report will include automated counter counts of cyclists using the new infrastructure put in place as part of the Project or manual counts of cyclists. Two 2-hour counts, at a minimum, must be provided:
 - (i) one on a Tuesday, Wednesday or Thursday between 15:00 and 19:00; and
 - (ii) another one on the previous or following Saturday between 12:00 and 14:00.
- (e) If there is a sidewalk adjacent to the new infrastructure, cyclists using the adjacent sidewalk must also be counted and reported for the periods described in paragraph F.3.2(c) as part of the Project evaluation report.

- (f) For the purpose of a count carried out pursuant to paragraphs F.3.2(d) and (e), the date that the count was conducted must be specified, as well as the weather conditions at the time of the count. If the Recipient already has an established counting program, the Recipient can, if that program includes the above two required counts, use it and submit extra data, if any.
- (g) In addition to the counts described in paragraph F.3.2(d) and, if applicable, (e), if the Recipient receives Funds for:
 - (i) portable automated counters, the minimum requirement is a 24-hour daily continuous count of cyclists over two weeks; or
 - (ii) permanent automated counters, the minimum requirement is a 24-hour daily continuous count of cyclists over 36 months.
- (h) Counts pursuant to:
 - (i) paragraphs F.3.2(d), (e) and (g)(i) must be carried out within 20 months, at the earliest, and 24 months, at the latest; and
 - (ii) paragraph F.3.2(g)(ii) must be carried out within 36 months, at the latest,
of the date the new infrastructure is opened to the public.

F.3.3 Costs. The Recipient will be responsible for its own costs in relation to the Post-project Evaluation.

SCHEDULE "G"

COMMUNICATIONS PROTOCOL

G.1.0 PURPOSE

G.1.1 **Purpose.** This Schedule "G" (Communications Protocol) describes the Recipient's responsibilities and financial obligations involved in communications activities and products for the Project to recognize the contributions of the Government of Ontario and the Recipient.

G.2.0 GENERAL PRINCIPLES

G.2.1 **Joint Communications.** The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.

G.2.2 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.

G.2.3 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.

G.2.4 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule "G" (Communications Protocol).

G.2.5 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule "G" (Communications Protocol) and any other requirements that may be specified by the Province from time to time.

G.2.6 **Approval of Province.** All communications referencing the Government of Ontario or making use of the Government of Ontario logo, or both, must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

G.3.0 PROJECT COMMUNICATIONS

G.3.1 **General.** All written communications concerning the Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G.3.2 **Provincial Funding Statement.** All public information material made by the Recipient for the Project will clearly indicate that the Project is partially funded by the Government of Ontario.

G.3.3 Project Promotion.

- (a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will provide, as appropriate, Project communications such as: a Project web site, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place.

The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.

- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.
- (d) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

G.4.0 COMMUNICATING WITH THE PUBLIC

G.4.1 General.

- (a) The Recipient will notify and consult with the Province, a minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.
- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that the Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G.3.3(b).

G.4.2 Signing of the Agreement. The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

- G.4.3 Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.
- G.4.4. News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of the Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.
- G.4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.**
- (a) The Recipient and the Province agree to hold news conferences at the request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.
 - (b) No public announcement relating to the Project, with the exception of those notices described in paragraph G.3.3(b), will be made by the Recipient without the prior consent of the Province.
 - (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.
- G.4.6 Signage.**
- (a) Within mutually agreed upon timelines after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to the Project. The signage will be produced in accordance with the design requirements to be provided by the Province and will be at least equivalent in size and prominence to other contributors' Project signage. The signage will remain in place until 90 days after construction is completed.
 - (b) The Recipient will provide and install, upon completion of the Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The sign shall be black and white and include the trillium logo and the words "Funding by the Province of Ontario". The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement and must be approved by the Province.
 - (c) Except for signage acknowledging the Project funding, traffic control, safety devices, wayfinding, instructional, educational, contractor signage, retail signage or normal construction related signage, no additional signage concerning the Project will be erected at the Project site by the Recipient.
- G.4.7 Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out Project related communications events, including educational and promotional signage.

- G.4.8 **Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.
- G.4.9 **Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

SCHEDULE "H"

DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITION

H.1.1. **Definition.** For the purposes of this Schedule "H" (Disposal of and Revenues from Assets):

"Local Government" means a single-tier, lower-tier or upper-tier municipality established by or under Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Repayment.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of 10 years from the Substantial Completion Date, the Recipient proposes to sell, lease, encumber or use any asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any asset, constructed, repaired, rehabilitated or improved, in whole or in part, with Funds, other than to the Province, a Local Government or a Crown agent of the Province. Upon disposition, unless the Province otherwise approves in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set forth herein below:

Where asset is sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to two years after the Substantial Completion Date of the Project	100%
More than two and less than five years after the Substantial Completion Date of the Project	90%
More than five and less than 10 years after the Substantial Completion Date of the Project	75%
More than 10 years after the Substantial Completion Date of the Project	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any asset of the Project, directly or indirectly, during the 10 year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment set out in section H.2.1 (Repayment) and with the Province's prior written approval, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

H.3.1 **Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any asset to which the Province has contributed under the Agreement is used in a way that, in the Fiscal Year, revenues generated from the asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the asset. This obligation will apply only to the first 10 complete Fiscal Years following the Substantial Completion Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 **Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

SCHEDULE "I"

ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I.2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Province, in the Province's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to Schedule "F" (Reporting and Evaluation), Article F.1.0 (Interim Financial Report) and Article F.2.0 (Post-construction Report).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

I.4.2 Direction from the Province and Contracts. The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE "J"

REQUEST FOR PAYMENT AND PAYMENT PROCEDURES

DEFINITIONS

For the purposes of this Schedule "J" (Request for Payment and Payment Procedures):

"Final Payment" means the payment by the Province for the Project Milestone 4 (Acceptance of Post-construction Report) described Schedule "D" (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

"Request for Payment" means a request for payment, in the form set out in Sub-schedule "J.4" (Request for Payment Form), which describes the Eligible Costs for which the Recipient is requesting payment by the Province and provides related information.

J.1.0 REQUEST FOR PAYMENT

J.1.1 Request for Payment Procedures. The Recipient agrees that the procedures set out in Article J.2.0 (Request for Payments for Eligible Costs of Project Milestones) will apply to Requests for Payment the Recipient submits to the Province pursuant to the Agreement.

J.2.0 REQUEST FOR PAYMENTS FOR ELIGIBLE COSTS OF PROJECT MILESTONES

J.2.1 Timing and Documents for Payment Requests. The Recipient agrees to submit a Request for Payment to the Province within 60 days of reaching a Project Milestone. The Recipient agrees to submit, for each type of payments listed below, the following documents:

- (a) for each Project Milestone Payment (except for the Final Payment):
 - (i) a Request for Payment fully and accurately completed;
 - (ii) a certification and request, using the form of certificate in Sub-schedule "J.1" (Certificate from Recipient) signed by the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient; and
 - (iii) the documentation described in Schedule "D" (Budget, Payment Plan and Timelines); and
- (b) for the Final Payment, a Post-construction Report, as required pursuant to Schedule "F" (Reporting and Evaluation), Article F.2.0 (Post-construction Report); and
- (c) for any payment, such other information as the Province may request.

J.3.0 PAYMENTS

J.3.1 Timing and Amounts. The projected timing and amounts of the Project Milestone Payments is described in Schedule "D" (Budget, Payment Plan and Timelines). Subject to 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 60 days of receipt of a Request for Payment fully completed in accordance with this Schedule "J" (Request for Payment and Payment Procedures). The Province will under no circumstances be liable for interest for failure to make a payment within the time limit set out in this Article J.3.0 (Payments).

J.4.0 TIME LIMITS FOR PAYMENT REQUESTS

J.4.1 **Submission.** The Recipient will submit all Requests for Payments, as per section J.2.1 (Timing and Documents for Payment Requests), and the request for the Final Payment no later than March 2, 2018.

J.4.2 **Province No Obligation.** The Province will have no obligation to provide funding for a payment request submitted after March 2, 2018.

J.5.0 FINAL ADJUSTMENTS

J.5.1 **Final Adjustments.** After the Recipient has submitted its Post-construction Report and before the Expiration Date, the Parties will jointly carry out a final reconciliation of all payment requests and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 FINAL PAYMENT

J.6.1 **Final Payment.** Following delivery of the completed Post-construction Report and upon completion of all adjustments in accordance with Article J.5.0 (Final Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement, to pay the Recipient the remainder, if any, of its contribution pursuant to paragraph A.4.1(a).

SUB-SCHEDULE "J.1"

CERTIFICATE FROM RECIPIENT

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: **[insert address of the Chief Administrative Officer for the Recipient or another authorized representative]**

Attention: **[insert address of the Recipient's representative]**

Telephone No.: **[insert telephone number of the Recipient's representative]**

Facsimile No.: **[insert facsimile number of the Recipient's representative]**

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Corporation of the City of Temiskaming Shores (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Project in compliance with the Agreement; and
 - d. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. Attached is the Request for Payment, which is true and accurate, and relates to costs on account of the Project.
3. The Funds will only and entirely be used for Eligible Costs and in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Costs of the Project pursuant to paragraph A.4.1(a) of Schedule "A" (General Terms and Conditions).

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.2"

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: **[insert address of the professional engineer]**

Attention: **[insert the name and title of the professional engineer]**

Telephone: **[insert telephone number of the professional engineer]**

Facsimile: **[insert facsimile number of the professional engineer]**

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Corporation of the City of Temiskaming Shores (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. in the case of a request for payment for Eligible Costs, as defined in the Agreement, the _____ Project Milestone, as described in Schedule "D" (Budget, Payment Plan and Timelines):
 - a. has been completed; and

- b. has not changed, unless such change has been approved, in advance and in writing, by the Province;
- 2. the request for payment is for Eligible Costs;
- 3. the work conforms with Schedule "C" (Project Description) of the Agreement, unless a change has been approved, in advance and in writing, by the Province; and
- 4. the work conforms with the requirements set out in paragraph A.4.11(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.3"

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: **[insert address of the professional engineer]**

Attention: **[insert the name and title of the professional engineer]**

Telephone: **[Insert telephone number of the professional engineer]**

Facsimile: **[Insert facsimile number of professional engineer]**

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Corporation of the City of Temiskaming Shores (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this declaration, do solemnly declare as follows:

1. I am the _____ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit.
2. The work identified as Project in the Agreement has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Substantial Completion Date**").
3. The value of substantially completed work on the Project is _____ **[insert the amount in Canadian dollars]**.

4. The work:

- a. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the completion date]**;
- b. was supervised and inspected by qualified staff;
- c. conforms with the plans, specifications and other documentation for the work;
- d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented;
- e. conforms with Schedule "C" (Project Description) of the Agreement except as the Province has otherwise approved in advance and in writing; and
- f. conforms with the requirements set out in paragraph A.4.11(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.4"

REQUEST FOR PAYMENT FORM

REQUEST FOR PAYMENT

Recipient Name: Corporation of the City of Temiskaming Shores **Date:** _____

Project Name: _____

Project Milestone Request for Payment#: _____

Project Status:

- On track
- Delayed. No change to Fiscal Years in which Requests for Payment will be made.

- Delayed. Change to Fiscal Years in which Requests for Payment will be made.
- Complete.

Maximum Provincial Contribution for the Project Milestone as per the Budget: \$ _____

Contribution Requested from the Province for the Project Milestone: \$ _____

Please complete the table below. For the "Amount of any cost overruns" and "Previous Request for Payment(s)", please provide the total amounts to date, not the amounts indicated in the Prior Request for Payment.

Project Activity	Total Eligible Costs amount as per Budget	Provincial contribution to Eligible Costs as per Budget	Amount of any cost overruns	PREVIOUS REQUEST(S) FOR PAYMENT			CURRENT REQUEST FOR PAYMENT					
				Total contribution by the Province to date	Total contribution by the Recipient to date	Total contribution from other sources to date	Description of Eligible Costs in current Request for Payment	Contribution sought from the Province	Contribution by the Recipient	Contribution from other sources		
Design/ Engineering												
Project Management												
Materials, Labour and Construction												
Total												

If necessary, provide additional details or breakdown of Eligible Costs on a separate sheet.

Recommended for payment request:

Date _____

Recommended for payment:

Date _____

[insert the name of the Recipient's representative]

Director, Transportation Policy Branch

The Corporation of the City of Temiskaming Shores

By-law No. 2016-142

**Being a by-law to enter into an Encroachment Agreement
with Sharon Myra Dionne owner of the Subject Property -
678 Brewster Street – Lot 46 and Part of Lot 65 on Plan M-46
N.B. – Roll No. 54-18-030-001-062**

Whereas under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

And whereas under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

And whereas Sharon Dionne has constructed a retaining wall, walkway, landings, and stairs that encroach onto the municipal laneway;

And whereas Council considered Memo No. 013-2016-CGP at the August 25, 2016 Special Council meeting and directed staff to prepare the necessary by-law to enter into an encroachment agreement with Sharon Dionne for consideration at the August 25, 2016 Special Council meeting;

And whereas the Council deems it desirable to enter into an Encroachment Agreement with Sharon Dionne;

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement between Sharon Dionne "Owner" and The Corporation of the City of Temiskaming Shores as the "City" in the form annexed hereto as Schedule "A" and forming part of this by-law;
2. The Council agrees to permit an encroachment onto the laneway running north from Ethel Street between the properties fronting on Brewster Street and the properties fronting on Rorke Avenue, as shown on Schedule "B", attached to and forming part of this by-law;
3. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative numerical,

grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 25th day of August, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

This Encroachment Agreement entered into on the 25th day of August, 2016.

Between:

Sharon Myra Dionne
(the “Owner”)

And:

The Corporation of the City of Temiskaming Shores
(the “City”)

Recitals:

- a) The Owner is the registered and beneficial owner of 678 Brewster Street, Parcel 4811 SEC SST; Part of Lot 65 Plan M-54 N.B. Bucke as in LT56925; Temiskaming Shores, District of Timiskaming; *and* Parcel 5282 SEC NND; Lot 46 Plan M-54 N.B. Bucke; Temiskaming Shores; District of Timiskaming, in the City of Temiskaming Shores; Roll No. 54-18-010-003-161.00; also, respectively known as PIN Nos. 61350-0158(LT) and 61350-0146(LT) (the “Property”)
- b) The Owner has constructed a retaining wall and deck on the Property, which encroaches upon City-owned land, being a laneway at the rear of the subject property (the “Encroachment”).
- c) The City is prepared to permit the Encroachment to continue to encroach upon the City-owned land subject to the terms and conditions set forth herein.

Terms and Conditions

1. In the event the City delivers written notice to the Owner that the City requires, for any purpose, the land which is affected by the Encroachment, the Owner shall, at its sole cost and expense either reconfigure, or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment therefrom.
2. The Owner shall be responsible for the maintenance and repair of the Encroachment and all related expenses.
3. The Owner shall indemnify and save harmless the City from all loss, costs and damages which the City may incur, arising from the existence of the Encroachment or the use, maintenance or repair thereof.
4. The Owner covenants and agrees that this Encroachment Agreement is restricted to the existing Encroachment and the use, maintenance and repair thereof, not any expansions or further improvements thereto.



Schedule "B" to

By-law No. 2016-142

Site Plan – Encroachment

City of Temiskaming Shores



Subject to Encroachment Agreement