



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 20, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

Agenda

1. **Call to Order**
2. **Roll Call**
3. **Review of Revisions or Deletions to Agenda**

4. **Approval of Agenda**

Draft Motion

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

5. **Disclosure of Pecuniary Interest and General Nature**

6. **Review and adoption of Council Minutes**

Draft Motion

Be it resolved that City Council approves the following minutes as printed:

- a) Regular Meeting of Council – June 6, 2017

7. **Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes**

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

- a) Honourable Bill Mauro, Minister of Municipal Affairs & the Honourable Yasir Naqvi, Attorney General of Ontario

Re: Building Better Communities and Conserving Watersheds Act

Reference: Received for Information

- b) Anne-Marie Loranger, Project Coordinator & Jean-Claude Carriere, Community Project Officer – Building Ties among us in Temiskaming

Re: Press Release – Highlights from the June 9, 2017 meeting

Reference: Received for Information

- c) Steven Del Duca, Minister of Transportation and Eleanor McMahon, Minister of Tourism, Sport and Culture

Re: Ontario Municipal Commuter Cycling Program – Cost-sharing program to create or enhance Commuter Cycling infrastructure

Reference: Referred to Director of Recreation Services

- d) Carman Kidd, Chairman – Timiskaming Board of Health

Re: Tobacco Taxes and Contraband

Reference: Received for Information

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. d) according to the Agenda references.

11. Committees of Council – Community and Regional

Draft Motion

Be it resolved that the following minutes and/or reports be accepted for information:

- a) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on May 31, 2017;
- b) Minutes of the Temiskaming Transit Committee meeting held on April 19, 2017; and
- c) Minutes of the Timiskaming Health Unit Board of Health meeting held on April 26, 2017.

12. Committees of Council – Internal Departments

Draft Motion

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Public Works Committee meeting held on May 26, 2017; and
- b) Minutes of the Protection to Persons and Property Committee meeting held on May 25, 2017.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support – Town of Latchford – Reinstatement of one-third tax free exemption petition to Federal Government

Whereas the 2017 Federal Budget has raised personal taxes on all municipal politicians by removing the long standing (since 1947) tax exemption portion of their municipal remuneration for all elected politicians including those of us from very small communities; and

Whereas the purpose of this one-third-tax-free allowance was to provide “an allowance for expenses incidental to the discharge of the person’s duties as an elected officer”; and

Whereas elected officials in larger centers receive budgets to support the incidental expenses that are denied to those from smaller communities due to budgets reflective of size; and

Whereas removing this one-third tax exemption can further decrease the ability of small and rural communities to attract candidates for municipal elections.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby petitions the Federal Government to restructure the federal budget to reinstate this one-third tax free exemption for municipal politicians from communities that provide no budget for elected officials to cover the cost of their incidental expenses; and

Furthermore that copies of this resolution be forwarded to the Honourable Bill Morneau, Minister of Finance; Anthony Rota, MP Nipissing-Temiskaming; Charlie Angus, MP Timmins-James Bay and the Federation of Northern Ontario Municipalities for consideration and support.

b) Administrative Report No. CS-030-2017 – Municipal Insurance Policy

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-030-2017;

That Council for the City of Temiskaming Shores directs staff to prepare the necessary by-law to enter into an agreement with BFL Canada Ltd., brokered by Tench-MacDiarmid Insurance Brokers Ltd., for Municipal Insurance and Risk Management Services for a premium of \$202,833 plus applicable taxes to be presented for consideration at the July 11, 2017 Regular Council meeting.

c) Administrative Report No. PW-019-2017 – Road Closure – June 30 – July 1, 2017 – Summerfest 2017 Event

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-019-2017; and

That Council directs staff to prepare the necessary Temporary Road Closures Notice for the 2017 Summerfest Event and circulate the Notice to effected parties.

d) Administrative Report No. PW-020-2017 – Public Rail Crossing Agreement with Ontario Northland Transportation Commission (ONTC) – Spionkop Road

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-020-2017; and

That Council directs staff to prepare the necessary By-law to enter into the Public Crossing Agreement with the Ontario Northland Transportation Commission for consideration at the June 20, 2017 Regular Council meeting.

e) Administrative Report No. PW-021-2017 – Clean Water and Wastewater Fund (CWWF) – Transfer Payment Agreement

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-021-2017;

That Council directs staff to prepare the necessary By-law to into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as

represented by the Minister of Infrastructure, under the Clean Water and Wastewater Fund (Ontario) for the replacement of the Iron Removal Filters at the McCamus Water Treatment Plant for consideration at the June 20, 2017 Regular Council meeting.

f) Administrative Report No. PW-022-2017 – Water Meters – Supply and Delivery Award

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-022-2017;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 6, Approval Authority, Council approves the award of the supply and delivery of nine (9) Neptune cold water meters for the purpose of a water rate assessment to Wamco Waterworks Northern (Sudbury) in the amount of \$12,489.40 plus applicable taxes; and

That Council directs Staff to prepare the necessary purchase order for the supply and delivery of the meters.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2017-088 Being a by-law to authorize the Execution of a Public Crossing Agreement with Ontario Northland Transportation Commission for the rail crossing at Spionkop Road

By-law No. 2017-089 Being a by-law to authorize the entering into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure under the Clean Water and Wastewater Fund for the replacement of Iron Removal Filters at the McCamus Water Treatment Plant

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-088; and

By-law No. 2017-089

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

17. Schedule of Council Meetings

a) Regular – Tuesday, July 11, 2017 at 6:00 p.m.

b) Regular – Tuesday, August 8, 2017 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

a) Adoption of the April 18, 2017 – Closed Session Minutes

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – pending disposition of land – 285 Whitewood Avenue (New Liskeard Medical Centre).

Draft Motion

Be it resolved that Council agrees to rise with report from Closed Session at _____ p.m.

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2017-090 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **June 20, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-090 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

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



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 6, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 6:01 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Doug Jelly, Jesse Foley, Patricia Hewitt, Jeff Laferriere and Danny Whalen

Present: David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Kelly Conlin, Director of Corporate Services (A)
Tim Uttley, Fire Chief

Regrets: Councillor Mike McArthur

Media: Bill Buchberger, CJTT 104.5 FM
Diane Johnston, Temiskaming Speaker

Members of the Public Present: 11

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2017-235

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Foley disclosed a pecuniary interest in regards to Item 15 c) Memo No. 017-2017-CS – Charitable Sponsorship – Tri-Town Ski and Snowboard Village

6. Review and adoption of Council Minutes

Resolution No. 2017-236

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that City Council approves the following minutes as printed:

- a) Regular Meeting of Council – May 16, 2017
- b) Special Meeting of Council – May 30, 2017

Carried

7. Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes

None

8. Question and Answer Period

None

9. Presentations / Delegations

- a) Carman Kidd, Mayor – City of Temiskaming Shores

Re: Presentation – Bicycle Friendly Community Award - STATO

Mayor Kidd indicated that on April 11, 2017 he had the privilege of attending the Share the Road Cycling Coalition Ontario Bike Summit and received on behalf of the City of Temiskaming Shores the Bronze level Bicycle Friendly Community Award in recognition of the community's efforts to create a great community for people who bike. In attendance receiving the award with him were Walter Humeniuk representing the Timiskaming Health Unit, Recreation Director Tammie Caldwell and South Temiskaming Active Travel System representative Linda St. Cyr.

Mayor Kidd indicated that during the Summit Linda St. Cyr delivered a presentation to sixty delegates highlighting the fantastic community support, sponsorship, fundraising activities, volunteerism and pure dedication from the members of the South Temiskaming Active Travel Organization (STATO) to see the dream of 2005 to have a non-motorized active travel system connecting the three former towns of Haileybury, New Liskeard and Dymond come to reality in 2017.

Mayor Kidd asked Council and those in attendance to join him in honoring Linda and Jeff St. Cyr and the members of STATO and the Bicycle Friendly Community Committee in receiving this award.

- b) Réjeanne Masse, Chair – Village Noel

Re: Presentation – 2016 Village Noel Report

Réjeanne Masse utilizing powerpoint made a presentation to Council in regards to the 2016 Village Noel event as well as plans for the 2017 Village Noel.

For 2016 Réjeanne outlined how the event aligned with the City's Cultural Plan and noted that event brings in tourists and is based on a New France Village inhabited by artists, artisans and craftspeople, fire pits, carolers, costumed street performers, children's activities, music, dancers and food vendors.

Réjeanne outlined some of the assets acquired as a direct result of the Village Noel including a sound system, permanent electrical infrastructure and 31 wooden Kiosks.

It was noted that there is Community Ownership in this tourism product with many groups getting involved including Temiskaming First Nations, Temiskaming Métis and Temagami First Nations as well as a wide variety of community groups.

There was a wide variety of activities throughout the event and a Children's Day on Friday which seen an influx of approximately 1,500 local students, music outside and inside, carolers everywhere and two musical groups, Verrabass and Les Gens due Nord. One of the highlights was the Saint Nicholas parade and Réjeanne envisions the parade being bigger in 2017 as part of the Canada 150 celebrations.

Réjeanne reviewed the expenses (\$190,563) and revenues (\$195,916) related to the 2016 event as well as highlighting those that provided in-kind donations.

From a statistical perspective there were 253 volunteers and municipal staff, 5,000 local visitors, 500 from Ontario and 1,500 from Québec. There were 27 Kiosks used, 40 artists/artisans from Ontario and 11 from northwestern Quebec; six food producers (3 from Quebec, 3 local).

Réjeanne concluded by listing and thanking the funders, partners, local sponsors and outlined the following activities lined up for the 2017 Village Noel event scheduled from November 23rd to 25th, 2017:

- Expanded activities for school day;
- New competitive log sawing contest;
- Treasure Hunt in a miniature Christmas village;
- Science Timmins;
- On-site Artisans demonstrations;
- New Artisans and food vendors;
- Additional Community Groups as well as the return of the popular activities.

Mayor Kidd thank Réjeanne for her presentation and collectively Council thanked her for her dedication to this event.

10. **Communications**

- a) Kim Allen, Volunteer – Community Volunteer Income Tax Program

Re: Thank You Letter – Use of municipal facilities

Reference: Received for Information

- b) Jessica Schmidt, Policy Advisor – Association of Municipalities Ontario

Re: Proposed Changes to Land Use Planning and Appeal System

Reference: Received for Information – Forward to Municipal Planner

- c) Jean-Claude Carriere, Community Project Officer – ACFO Témiskaming

Re: Invitation – Building Ties Temiskaming meeting – June 8, 2017
Riverside Place

Reference: Received for Information

- d) Jamie Allen, Clerk – Town of Latchford

Re: Request for Support – Reinstatement of one-third tax free exemption
petition to Federal Government

Reference: Received for Information

- e) Kelly Black, Social Housing Manager

Re: Ontario Renovates Component – Financial assistance for low to
moderate income homeowners

Reference: Application forms available at City Hall

- f) Candy K. Beauvais, Clerk-Treasurer – Municipality of Killarney

Re: Request for Support – Proposed amendment to Section 380 (8) and
(9) of Municipal Act would see out-of-Court payments revert back to
the Crown

Reference: Received for information

- g) Betty Smallwood, Program Manager – Timiskaming Elder Abuse Task Force

Re: Request for Support – Proclamation of June 15, 2017 as World Elder
Abuse Awareness Day

Reference: Motion to be present under New Business

- h) Lise Gauvreau, Human Resources Executive Assistant – District of Timiskaming Social Services Administration Board (DTSSAB)

Re: DTSSAB Governance and Accountability Review

Reference: Received for information

- i) Lorna Desmarais, Vice President – Tri Town Ski and Snowboard Village

Re: Request for Sponsorship – Frog’s Breath Application – Funding for Chalet renovations

Reference: Motion to be presented under New Business

Resolution No. 2017-237

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. i) according to the Agenda references.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-238

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the following minutes and/or reports be accepted for information:

- a) Minutes of the Timiskaming Board of Health meeting held on March 22, 2017;
- b) First Quarter Report from the Timiskaming Board of Health;
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on April 19, 2017;
- d) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on April 26, 2017; and

- e) April 2017 Activity Report for the Earleton-Timiskaming Regional Airport.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2017-239

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Public Works Committee meeting held on April 20, 2017; and
- b) Minutes of the Protection of Persons and Property Committee meeting held on April 21, 2017.

Carried

13. Reports by Members of Council

Councillor Whalen reported on the following:

- Airport Authority: Have been following the process for the establishment of the Airport Authority and although he still has concerns his very pleased with the work that Mayor Kidd and the committee have done to date and extended his congratulations.

14. Notice of Motions

None

15. New Business

- a) **Approval of Council meeting Schedule – July 2017 to January 2018**

Resolution No. 2017-240

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Whereas By-law No. 2008-160, as amended indicates that Regular Meetings of Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m. unless otherwise decided by Council.

Now therefore be it resolved that Council for the City of Temiskaming Shores does hereby confirm the following schedule of meetings for the months of July 2017 to December 2017:

Tuesday, July 11, 2017	Regular Meeting (2 nd Tuesday)
Tuesday, August 8, 2017	Regular Meeting (2 nd Tuesday)
Tuesday, September 5, 2017	Regular Meeting
Tuesday, September 19, 2017	Regular Meeting
Tuesday, October 3, 2017	Regular Meeting
Tuesday, October 17, 2017	Regular Meeting
Tuesday, November 7, 2017	Regular Meeting
Tuesday, November 21, 2017	Regular Meeting
Tuesday, December 5, 2017	Regular Meeting
Tuesday, December 19, 2017	Regular Meeting

Carried

b) Proclamation – World Elder Abuse Awareness Day 2017

Resolution No. 2017-241

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas in 2006, the International Network for the Prevention of Elder abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

Whereas 2017 marks the 12^h Annual World Elder Abuse Awareness Day which recognizes and promotes a better understanding of abuse and neglect of older adults as activities are organized around the world; and

Whereas it is imperative that community members are made aware that elder abuse happens and educate them to see older adults as positive contributors to the community; and

Whereas older adults need to be aware of their rights, as well as resources available to them; and

Whereas ageism is a major cause of elder abuse (where there is respect there can be no abuse) therefore, society is urged to Stop Abuse and Restore Respect.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims June 15, 2017 as **“World Elder Abuse Awareness Day”**

and Council urges all citizens to recognize the concerns of older adults and their ongoing contributions to the success and vitality of the City of Temiskaming Shores.

Carried

c) Memo No. 017-2017-CS – Charitable Sponsorship – Tri-Town Ski and Snowboard Village

Councillor Foley disclosed a pecuniary interest with Memo No. 017-2017 and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2017-242.

Resolution No. 2017-242

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas the Tri-Town Ski and Snowboard Village (TTSSV) has applied for funding to the Frog's Breath Foundation in the amount \$80,000 (\$40,000 in 2017 and \$40,000 in 2018) to assist with renovations to the Chalet; and

Whereas TTSSV requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Tri-Town Ski and Snowboard Village funding application to the Frog's Breath Foundation.

Carried

d) Administrative Report No. CS-027-2017 – Peters Road Municipal Drain – By-law No. 2017-016 (3rd Reading)

Resolution No. 2017-243

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-027-2017; and

That Council agrees to provide third and final reading to By-law No. 2017-016 being a by-law to provide for a drainage works in the City of Temiskaming

Shores in the District of Timiskaming known locally as the Peters Road Municipal Drain at the June 6, 2017 Regular Council meeting; and

That Council directs K. Smart Associates to prepare and release the necessary Tender Documents for the drainage works as detailed in By-law No. 2017-016.

Carried

e) Administrative Report No. CS-028-2017 – Appointment of Fence Viewers – Amendment to By-law NO. 2005-122

Resolution No. 2017-244

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-028-2017;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2005-122 being a by-law to establish a Service Delivery Program under the Line Fences Act and appoint fence viewers for consideration at the June 6, 2017 Regular Council meeting.

Carried

f) Memo No. 004-2017-PPP – Animal Control and Pound Services – Release of Request for Proposal

Resolution No. 2017-245

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2017-PPP; and

That Council directs staff to release the Request for Proposal (PPP-RFP-002-2017) for Animal Control and Pound Services.

Carried

g) Administrative Report No. PW-010-01-2017 – Tender Award – STATO Trail Extension (Highway 65 East / Grant Drive)

Resolution No. 2017-246

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-010-01-2017 particularly Appendix 02 being the Results of the Tender Opening and Appendix 03 being the original Administrative Report No. PW-010-2017;

That as per Request for Tender, RS-RFT-001-2017, Section 9, *Cancellation of Contract*, Council wishes to exercise it's right to discontinue this Tender process and not move forward with the awarding of this contract;

That Council directs Staff to re-issue a Request for Proposal that also includes the additional work to be completed on the STATO Trail, on Laurette Street from Crystal Crescent to Dymond Recreation Park (Ball Fields), to complete this portion of the Trail into the Dymond area; and

That an Administrative Report and the necessary by-law and agreement for the completion of the said works be presented for Council's consideration at the July 11, 2017 Regular Council Meeting.

Carried

h) Administrative Report No. PW-018-2017 – Dixon Street Watermain Replacement – Budget Reallocation

Resolution No. 2017-247

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-018-2017; and

That Council approves the reallocation of \$ 55,000 within the 2017 Environmental Capital Budget for the necessary lowering and replacement of approximately 53 lineal meters of water main on Dixon Street and directs staff to prepare the necessary Purchase Order issued to *Pedersen Construction Inc.* to complete the work.

Carried

i) Memo No. 006-2017-RS – Receipt of Funding – Ontario Sport & Recreation Communities Fund

Resolution No. 2017-248

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2017-RS; and

That Council further acknowledges receipt of funding from the Ministry of Tourism, Culture and Sport in the amount of \$94,860 for the position of a *Get Active Programmer* for older adults for a two year term.

Carried

j) Administrative Report No. RS-005-2017 – Proposed Rotary Splash Pad Project

Resolution No. 2017-249

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-005-2017;

That Council approves in principle the planning and development of a Splash Pad in partnership with the Temiskaming Shores and Area Rotary Club;

That Council direct staff to develop a Strategic Alliance Agreement with the Temiskaming Shores and Area Rotary Club for consideration at the June 20, 2017 Regular Council meeting; and

That Council directs staff to include the project for consideration in the 2018 Capital Budget Program.

Carried

k) Administrative Report No. RS-006-2017 – New Liskeard Lion's Club – Wabi River Kayak Challenge

Resolution No. 2017-250

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-006-2017;

That Council endorses in principal the requests from the New Liskeard Lion's Club in relation to the proposed Wabi River Kayak Challenge scheduled for August 18 and 19, 2017; and

That Council acknowledges the comments from staff in regards to the requests and hereby appoints the Director of Recreation as liaison between the City of Temiskaming Shores and the New Liskeard Lion's Club specific to this event for the purpose of ensuring the interests of the municipality are complied with.

Carried

I) Memo No. 004-2017-CGP – Request for Deeming By-law for 142 Haliburton Avenue East

Resolution No. 2017-251

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas Denis Menard, owner of 142 Haliburton Avenue East would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owner has acknowledged that registration of the pending deeming by-law on title will be at his expense;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem part of Lot 15, Lots 16, 17 and part of Lot 18 on Plan M-24 NB, Parcel 8065 SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the June 6, 2017 Regular Council meeting.

Carried

m) Administrative Report No. CS-029-2017 – Summer Concession Operations – Haileybury Beach

Resolution No. 2017-252

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-029-2017; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year agreement with Rick's Magic Touch Catering Services for the operation of the Haileybury Beach Concession for consideration at the June 6, 2017 Regular Council meeting.

Carried

n) City of Temiskaming Shores – January to May 2017 Year-to-date Capital Financial Report

Resolution No. 2017-253

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January-May 2017 Year-to-Date Capital Financial Report for information purposes.

Carried

16. By-laws

Resolution No. 2017-254

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2017-083 Being a by-law to enter into an Occupation of Land Agreement with 1958088 Ontario Ltd. to permit the use of the laneway adjacent to the Café Meteor Bistro restaurant

By-law No. 2017-084 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 142 Haliburton Avenue East – Roll No. 54-18-010-002-135.00

By-law No. 2017-085 Being a by-law to amend By-law No. 2005-122 (Line Fences) in order to appoint an Alternate Fence Viewers for the City of Temiskaming Shores

By-law No. 2017-086 Being a by-law to enter into a three (3) year agreement with Rick’s Magic Touch for the operation of the Haileybury Beach Concession

be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-255

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2017-016 Being a by-law to provide for a drainage works in the City of Temiskaming Shores in the District of Timiskaming known locally as the Peters Road Municipal Drain

By-law No. 2017-083;

By-law No. 2017-084;

By-law No. 2017-085; and

By-law No. 2017-086;

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

17. Schedule of Council Meetings

- a) Regular – Tuesday, June 20, 2017 at 6:00 p.m.
- b) Regular – Tuesday, July 11, 2017 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

None

20. Confirming By-law

Resolution No. 2017-256

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2017-087 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on **May 30, 2017** and its Regular Meeting held on **June 6, 2017** be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-257

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2017-087 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2017-258

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 6:47 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

**Ministry of
Municipal Affairs**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-6470

**Ministère des
Affaires municipales**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Télééc. : 416 585-6470



**Ministry of the
Attorney General**

Office of the Minister

720 Bay Street, 11th Floor
Toronto ON M7A 2S9
Tel. 416-326-2220
Fax 416-326-4016

**Ministère du
Procureur général**

Bureau du ministre

720, rue Bay, 11^e étage
Toronto ON M7A 2S9
Tél. 416-326-2220
Télééc. 416-326-4016

17-73913

May 30, 2017

RE: The Proposed Building Better Communities and Conserving Watersheds Act

We are pleased to announce that the government introduced the proposed Building Better Communities and Conserving Watersheds Act, 2017 in the legislature. These proposed changes follow extensive public consultations.

Ontario is taking this action in order to overhaul the provincial land use planning appeal system to give communities a stronger voice and ensure people have access to faster, fairer and more affordable hearings.

For more information and background on the bill you may visit:

www.ontario.ca/OMBReview

For a copy of the proposed Building Better Communities and Conserving Watersheds Act, and to monitor the status of the bill through the legislative process, please visit the Legislative Assembly of Ontario website: www.ontla.on.ca

Comments on the proposed bill can be made through the Environmental Bill of Rights Registry at www.ebr.gov.on.ca (EBR Posting Number: [013-0590](http://www.ebr.gov.on.ca)) or by email to OMBReview@ontario.ca. In addition, the bill proposes amendments to the Conservation Authorities Act which the Ministry of Natural Resources and Forestry is leading – please visit EBR Posting Number: [013-0561](http://www.ebr.gov.on.ca).

We look forward to working with you as we move forward on this initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Mauro".

Bill Mauro
Minister of Municipal Affairs

A handwritten signature in black ink, appearing to read "Yasir Naqvi".

Yasir Naqvi
Attorney General of Ontario

Tisser des liens entre les Témiscamingues! Building Ties Among Us In Temiskaming!

Press Release

Temiskaming Shores, June 9th, 2017. —For the 9th time on Thursday, June 8th, residents from the Quebec, Ontario and First Nations area of Temiskaming built ties and met at the Riverside Place in New Liskeard, Ontario. Fifty-five people had a chance to learn more from one another, tasted our local cheese from Thornloe Cheese Factory and enjoyed a dinner catered by «Rick's Magic Touch» of Earlton.

Danielle Bélanger-Corbin, our MC, got our undivided attention. She proposed an ice-breaker activity where people had to say something personal about themselves, a nice way to put everyone in a good mood and a chance to introduce ourselves.

The theme for the evening was good news stories about tourism in our regions. The Timiskaming First Nation chief, Wayne McKenzie with Nadine Gaudaur and Karl Chevrier informed the participants about the activities surrounding the First Nation during the summer. They were followed by André Nault and Marika Lemire, from the Quebec side of Temiscamingue, with the «Memoirs of the Water Paths», which regroups 9 museums, and Anny Roy who talked about «Terroir en VR», or RV with local produce. James Frank was next and he showcased the new festivals and all the other attractions that abound in Temiskaming. The presentation was concluded with Nicole Guertin and Bernard Flébus for «La Foire gourmande de l'Abitibi-Témiscamingue et le nord-est ontarien».

The committee took the opportunity to recognize the contribution of Collège Boréal, campus of Temiskaming, who just closed their doors. They were behind the «Building Ties» initiative with ACFO-Témiskaming. Two ex-employees, Isabelle Ouellet and Ginette Lafrenière were recognized for their commitments with the committee.



Thank you to Suzanne Boland-Taillefer, from Corbeil, who provided translation services. A special thank you also goes out to all that attend this session so Temiskaming can still grow.

The next session will be held on September 20th 2017 and the Timiskaming First Nation will be our host, and once again, everyone will be invited to attend.

— 30 —

Sources : Anne-Marie Loranger
Project Coordinator
Building Ties, Temiskaming
705-647-5771
ddlt.btt@gmail.com

Jean-Claude Carrière
Community Project Officer
ACFO-Témiskaming
705-647-6105
acfotem@ntl.sympatico.ca



**Ministry of Tourism,
Culture and Sport**

Minister

9th Floor, Hearst Block
900 Bay Street
Toronto, ON M7A 2E1

**Ministry of
Transportation**

Minister

3rd Floor, Ferguson Block
77 Wellesley St W.
Toronto, ON M7A 1Z8



June 15, 2017

Dear partners and stakeholders,

We are pleased to announce the launch of the Ontario Municipal Commuter Cycling Program (OMCC) on May 29, 2017. OMCC is a four year, cost-shared, direct funding program for infrastructure projects, with the goal to support and develop commuter cycling. OMCC is a key component of Ontario's Climate Change Action Plan, through which, Ontario is committing to increase funding to advance commuter cycling improvements. On behalf of the Ontario government, we are pleased to invite you to participate in the program.

The purpose of OMCC is to provide direct, dedicated and annual funding to Ontario municipalities to support the implementation of commuter cycling infrastructure. As OMCC is supported by proceeds from Ontario's cap and trade program, use of OMCC funding is directed to capital investments in creating or enhancing commuter cycling infrastructure. The goal is to encourage people to get out of their cars and onto bikes for their daily commute or other frequent trips. This investment will also support Ontario's Cycling Tourism Plan by providing funding to commuter cycling infrastructure at major destinations and tourist sites.

Every municipality in Ontario, large and small, will be eligible to apply for OMCC funding in any or all of its four years. Participating municipalities will be required to declare their interest and identify their eligible projects on an annual basis. The funding for any given participating municipality will be based upon the number of participating municipalities, and is anticipated to vary from year to year.

Municipalities interested in participating in OMCC for the 2017 Fiscal Year have until **August 18, 2017** to submit a Participation Declaration. OMCC funding for the 2017 Fiscal Year will be announced by September 25, 2017.

You can learn more about OMCC on the Ontario cycling web hub at <http://www.grants.gov.on.ca/GrantsPortal/en/OntarioGrants/GrantOpportunities/PRDR017150> . Application and program information is located at Grants Ontario at GrantsOntarioCS@Ontario.ca. You can also learn more by contacting the Ministry of Transportation about the program by phone: 416-325-6691 or 1-855-216-3090 or by email: cycling@ontario.ca.

Further information about Ontario's Climate Change Action Plan can be accessed at <https://www.ontario.ca/page/climate-change-action-plan>.

Sincerely,



Steven Del Duca
Minister of Transportation



Eleanor McMahon
Minister of Tourism, Sport and Culture

- c. John Lieou, Assistant Deputy Minister, Ministry of Transportation
- c. Jamie Austin, Director, Transportation Policy Branch, Ministry of Transportation
- c. Steve Harlow, Assistant Deputy Minister, Sport, Recreation and Community Programs Branch, Ministry of Tourism, Culture and Sport



Services de santé du

TIMISKAMING

Health Unit

Enhancing your health in so many ways.

Head Office:

247 Whitewood Avenue, Unit 43
PO Box 1090
New Liskeard, ON P0J 1P0
Tel.: 705-647-4305 Fax: 705-647-5779

Branch Offices:

Englehart Tel.: 705-544-2221 Fax: 705-544-8698
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

www.timiskaminghu.com

June 15, 2017

The Honourable Charles Sousa
Minister of Finance
7th Floor, Frost Building South
7 Queen's Park Crescent
Toronto, Ontario M7A 1Y7

Dear Minister Sousa:

Re: Tobacco Taxes and Contraband

On June 7, 2017, at a regular meeting of the Board for the Timiskaming Health Unit, the Board considered the attached resolution from Algoma Public Health regarding the above matter. The following motion was passed:

Motion 38R-2017

Moved by: Sherri Louttit

Seconded by: Kathleen Bougie

That the Board of Health supports the call from Algoma Public Health that municipalities reject motions from tobacco industry and/or its front groups and to call on the Ontario government to (a) raise tobacco excise taxes and (b) enhance enforcement activities designed to reduce the presence of contraband tobacco in Ontario communities.

Carried

Sincerely,

Chair Carman Kidd
Timiskaming Board of Health

cc. Dr. David Williams, Chief Medical Officer of Health
Mr. John Vanthof, MPP, Timiskaming-Cochrane
Mrs. Linda Stewart, Association of Local Public Health Agencies
Ontario Boards of Health
Mayor/Reeves, Timiskaming Health Unit Constituent Municipalities
Ontario Campaign for Action on Tobacco



January 25, 2017

The Honourable Charles Sousa
Minister of Finance
Ministry of Finance
7th Floor, Frost Building South
7 Queen's Park Cres.
Toronto, ON M7A 1Y7

Dear Minister Sousa,

At the November 23, 2016 meeting of the Board of Health of Algoma Public Health, a briefing note prepared by leadership regarding the *Anti-Contraband Tobacco Campaign* was received.

The Algoma Public Health Board of Health passed a resolution at that time requesting the Ontario Ministry of Finance to consider (a) raise tobacco excise taxes and (b) enhance enforcement activities designed to reduce the presence of contraband tobacco in Ontario communities.

Resolution 2016-109 was moved by H. O'Brien and seconded by L. Castellani:

WHEREAS information referenced from a 2012 slide deck by Imperial Tobacco Canada Ltd. (ITCL) demonstrates that the National Coalition Against Contraband Tobacco (NCACT) and the Ontario Convenience Store Association (OCSA) have worked on behalf of ITCL to convince Ontario municipalities of the importance of the contraband tobacco problem; and

WHEREAS this referenced information makes clear that the anti-contraband campaign pursued by the NCACT and the OCSA in Ontario is designed in part to block tobacco excise tax increases and regulation of tobacco products generally; and

WHEREAS contrary to tobacco industry messaging, impartial research by the Ontario Tobacco Research Unit at the University of Toronto has shown that tobacco excise tax increases do not lead to large increases in contraband; and

WHEREAS municipalities within the District of Algoma have previously passed smoke-free bylaws and support protection of the public from second-hand tobacco smoke.

Blind River
P.O. Box 194
9B Lawton Street
Blind River, ON P0R 1B0
Tel: 705-356-2551
TF: 1 (888) 356-2551
Fax: 705-356-2494

Elliot Lake
ELNOS Building
302-31 Nova Scotia Walk
Elliot Lake, ON P5A 1Y9
Tel: 705-848-2314
TF: 1 (877) 748-2314
Fax: 705-848-1911

Sault Ste. Marie
294 Willow Avenue
Sault Ste. Marie, ON P6B 0A9
Tel: 705-942-4646
TF: 1 (866) 892-0172
Fax: 705-759-1534

Wawa
18 Ganley Street
Wawa, ON P0S 1K0
Tel: 705-856-7208
TF: 1 (888) 211-8074
Fax: 705-856-1752

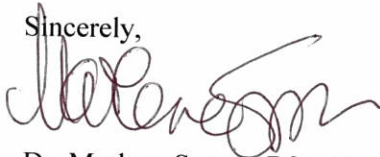
.../2

THEREFORE BE IT RESOLVED THAT Algoma Public Health requests all municipalities within the District of Algoma to explicitly reject motions from tobacco industry and/or its front groups and to call on the Ontario Ministry of Finance to; (a) raise tobacco excise taxes and (b) enhance enforcement activities designed to reduce the presence of contraband tobacco in Ontario communities.

FURTHERMORE THAT this resolution be shared with the Ministry of Finance, Federal Members of Parliament, the Association of Local Public Health Units, Ontario Public Health Units, the Federal Minister of Health and the Ontario Campaign for Action on Tobacco.

Thank you for your consideration on this matter.

Sincerely,



Dr. Marlene Spruyt BSc, MD, CCFP, FCFP, MSc-PH
Medical Officer of Health/CEO
On behalf of Algoma Public Health Board of Health

cc: Linda Stewart, Executive Director, Association of Local Public Health Agencies
Members of Parliament
Ontario Public Health Units
Federal Minister of Health
Algoma Municipalities
Ontario Campaign for Action on Tobacco

CANADIAN COALITION FOR ACTION ON TOBACCO

Endorsement of Plain and Standardized Packaging

Plain and standardized packaging would prohibit all promotional features on all tobacco packaging, including the use of colours, images, logos, slogans, distinctive fonts, and finishes. Only the brand name would be allowed. Health warnings would remain on packages. The size and shape of the package would be standardized, thus prohibiting specialty package formats, such as slim and superslim cigarette packages that reduce warning size and overtly target women. The appearance of cigarettes would also be standardized, at a minimum prohibiting the use of branding, logos, colours and special finishes, and establishing standards for cigarette length and diameter.

Our organization endorses a requirement in Canada for plain and standardized packaging, as outlined above.

Name of organization: _____

Name of organization representative: _____

Title: _____

Signature: _____

Date: _____

Name and email for organization contact:

Please return signed form to Harsha Kasi Vishwanathan, Heart and Stroke Foundation at harsha.kasivishwanathan@heartandstroke.ca

The Canadian Coalition for Action on Tobacco (CCAT) is a national coalition of health organizations dedicated to tobacco control. Members include: Action on Smoking and Health, Canadian Cancer Society, Canadian Council for Tobacco Control, Canadian Dental Association, Canadian Dental Hygienists Association, Canadian Lung Association, Canadian Medical Association, Coalition québécoise pour le contrôle du tabac, Heart and Stroke Foundation, Non-Smokers' Rights Association, and Physicians for a Smoke-Free Canada.



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
ACCESSIBILITY ADVISORY COMMITTEE REGULAR MEETING**

Wednesday, May 31, 2017 – 10:30 AM

Timiskaming Health Unit

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

MINUTES

1. CALL TO ORDER

- Meeting called to order at 10:34 a.m.

2. ROLL CALL

MEMBERS:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Janice Labonte – Chair | <input type="checkbox"/> George Depencier | <input type="checkbox"/> Bob Hobbs |
| <input checked="" type="checkbox"/> Debbie Despres | <input type="checkbox"/> Nicki Galley | <input checked="" type="checkbox"/> Walter Humeniuk |
| <input type="checkbox"/> Carman Kidd (Mayor) | <input checked="" type="checkbox"/> Josette Cote | <input checked="" type="checkbox"/> Mike McArthur (Councillor) |

CITY STAFF:

- Christopher Oslund, City Manager
- Jennifer Pye, City Planner
- Airianna Misener, Executive Assistant

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Moved by: Councillor Mike McArthur

Seconded by: Walter Humeniuk

Be it resolved that:

The agenda for the May 30, 2017 TSAAC meeting be approved as printed.

CARRIED

5. ADOPTION OF PREVIOUS MINUTES

Moved by: Josette Cote

Seconded by: Walter Humeniuk

Be it resolved that:

The Minutes for the February 8, 2017 TSAAC meeting be approved as printed.

CARRIED

6. DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE

- None

7. DELEGATION/PRESENTATION

- None

8. BUSINESS ARISING FROM THE MINUTES

- None

9. UNFINISHED BUSINESS

9.1 Multi-Year Accessibility Plan – Tour of facilities

The committee reviewed a list of all Municipal facilities. The group suggests the following municipal facilities/location (in no specific order) be considered as priority when scheduling the upcoming facility tour.

- New Liskeard Community Hall
- Pool and Fitness Centre
- New Liskeard Arena
- Haileybury Arena
- Municipal Baseball Fields
- Bucke Park
- Haileybury Beach

- Downtown Haileybury (curb cuts)

Upon completion staff will prepare a report to Council detailing TSAAC recommendations.

9.2 Terms of Reference – Review

Moved by: Josette Cote

Seconded by: Walter Humeniuk

Be it resolved that:

TSAAC has reviewed the Terms of Reference for the Committee and recommends to Council that the following amendment be made:

Section 7.2 At the first meeting of each Council term, TSAAC will elect a Chair and a Vice Chair to serve the Council term. The Chair and Vice-Chair shall be non-elected officials on the committee.

CARRIED

10. NEW BUSINESS

10.1 Invitation to AAC Forums 2017

Airianna Misener provided information on the upcoming Community Accessibility Forums. Jennifer Pye will be in attendance at the June 7, 2017 forum.

10.2 Dymond Community Hall

Airianna Misener provided a verbal update in regards to the Dymond Community Hall Accessibility upgrades.

11. SCHEDULING OF MEETINGS – Second Wednesday of every second month

- To be determined

13. ADJOURNMENT

Moved by: Councillor Mike McArthur

Seconded by: Walter Humeniuk

Be it resolved that:

TSAAC adjourns at 11:36 AM

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 2:00 p.m.

2.0 ROLL CALL

- | | |
|---|--|
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Chris Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input type="checkbox"/> Michelle Larose, Cobalt |
| <input checked="" type="checkbox"/> Tina Sartoretto, Cobalt | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |
| <input checked="" type="checkbox"/> Councillor Rochelle Schwartz, Cobalt | |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition Under: 9.10 Free Transit Request – Emergency Preparedness Week

4.0 APPROVAL OF AGENDA

Recommendation TC-2017-006

Moved by: Councillor Danny Whalen

Be it resolved that:

The Transit Committee agenda for the April 19, 2017 meeting be approved as amended.

CARRIED

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2017-007

Moved by: Councillor Mike McArthur

Be it resolved that:

The Transit Committee minutes for the February 15, 2017 meeting be adopted as printed.

CARRIED

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- ***Request for a Family Pass***

The committee discussed the correspondence received regarding the implementation of a monthly family pass or an unlimited daily pass for families. The committee concluded that at this time the transit service simply does not have the technology or resources to entertain a family monthly pass. The Committee directed staff to draft a response explaining the decision.

- ***Shuttle Service between Ontario and Quebec***

The committee discussed the correspondence received regarding the transit committee's interest in entertaining a shuttle service between Ontario and Quebec. The committee's core mandate is to provide transit service between the communities of Temiskaming Shores and Cobalt; as a result the committee concluded that such request would simply not be feasible. The Committee suggested contacting local transportation services such as Stock Transportation and Willard Bus Line to discuss the project further.

- ***Great Northern Family Health Team – Transit Stop***

The committee discussed the correspondence received regarding a transit stop request at the new location of the Great Northern Family Health Team at 240 Shepherdson Road and the request to have the transit pull into the parking lot for drop offs/pick-ups. The committee discussed and agreed to include a permanent stop at 240 Shepherdson Road, however cannot offer a door front drop offs/pick-ups due to the transit schedule.

- ***Free transit service request – Emergency Preparedness Week***

The committee discussed the correspondence received regarding a request to offer free transit service for seniors on May 10, 2017 from 2 p.m. to 3p.m. to attend an information session at Riverside Place.

Recommendation TC- 2017-008

Moved by: Councillor Mike McArthur

Be it resolved that:

The transit committee hereby denies the request to provide free transit service. However, encourages the purchase of bus passes.

8.0 UNFINISHED BUSINESS

8.1 Transit Financials

Chris Oslund presented the Committee with a copy of the year to date Transit Financials. Chris commented the following with regards to transit financials:

- Fares are down in comparison to the passenger count however this is believed to be caused by the monthly passes.
- Advertising is up by \$1200 from what was budgeted.
- A \$5000 payment is outstanding to Stock Transportation; such payment is part of the regular contract.

Mayor Tina Sartoretto inquired on the status of exterior advertising spaces. Mitch provided the committee with an update on the advertising spaces.

8.2 Passenger Count

Chris Oslund reviewed the passenger count with the Committee. Chris circulated a yearly passenger count comparison dating back to 2013.

8.3 Automated Announcement System / Passenger Counting System

Mitch Lafreniere indicated that the Automated Announcement System has been installed in the new busses.

8.4 Fleet replacement

Mitch Lafreniere indicated that the new busses have arrived and are in service.

9.0 NEW BUSINESS

9.1 Surplus – Old Transit Buses

Mitch Lafreniere was seeking the committee's feedback on the disposal of the old transit busses.

Recommendation TC-2017-009

Moved by: Councillor Mike McArthur

Be it resolved that:

The Temiskaming Transit Committee hereby recommends the surplus transit busses be sold as is where is by Public Tender.

CARRIED

9.2 Transit Stop Request – Georgina & Cecil

Request was received from the transit drivers to include a stop at Georgina and Cecil. Mitch Lafreniere will follow up with Stock for justification. The Transit committee suggested waiting until the passenger counting system is working and the data is reviewed before making any modifications to the route.

9.3 On- Board camera Surveillance

Mitch Lafreniere explained that the new busses are not equipped with cameras however for the overall safety and security of passengers, residents and driver he suggests monitoring would be a good idea. On-Board camera Surveillance offers a conference call to learn more about their transit surveillance systems. Mitch was seeking the committee's feedback if there is interest in having staff participate in the conference call.

Recommendation TC-2017-010

Moved by: Councillor Danny Whalen

Be it resolved that:

The Temiskaming Transit Committee hereby recommends staff participate in the On-Board camera Surveillance process.

CARRIED

9.4 White Mountain Bookstore – ticket sale request

White Mountain Bookstore was approved to sell bus tickets at their location.

9.5 Walmart Bus Shelter

Mitch Lafreniere met onsite with a representative from Walmart to determine a location on the RIO CAN Walmart property for a bus shelter.

Recommendation TC-2017-011

Moved by: Councillor Rochelle Schwartz

Be it resolved that:

The Temiskaming Transit Committee hereby approves the installation of a transit shelter at the RIO CAN Walmart property under the 2017 budget.

9.6 Review of RFP – Contracted Transit Services

At the February 15, 2017 meeting staff reviewed the draft RFP.

10.0 PUBLIC COMMENTS/COMPLAINTS

- None

11.0 ADMINISTRATIVE REPORTS

- None

12.0 CLOSED SESSION

- None

13.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for June 14, 2017 at 2 PM.

14.0 ADJOURNMENT

Recommendation TC-2017-012

Moved by: Councillor Mike McArthur

Be it resolved that:

The Transit Committee meeting is adjourned at 3:24 p.m.

CARRIED

CHAIR

RECORDER



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on April 26, 2017 at 6:30 P.M.

Englehart Medical Centre Boardroom

1. The meeting was called to order at 6:30 p.m.

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Maria Overton	Provincial Appointee (<i>Teleconference</i>)
Sherri Louttit	Provincial Appointee
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart

Regrets

Jesse Foley	Municipal Appointee for Temiskaming Shores
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan

Timiskaming Health Unit Staff Members

Dr. Alex Hukowich	Medical Officer of Health (A) (<i>Teleconference</i>)
Randy Winters	Director of Corporate Services, CEO (A)
Kerry Schubert-Mackey	Director of Community Health
Mr. Rob Watchorn	Accountant
Rachelle Cote	Executive Assistant

3. **PRESENTATION: 2016 AUDITED DECEMBER YEAR-END FINANCIAL STATEMENTS**

By: Steve Acland

2016 AUDITED FINANCIAL STATEMENTS (DYE)

MOTION #25R-2017

Moved by: Sue Cote

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health approves the 2016 Audited Financial Statements for the December Year-End programs as presented.

CARRIED

Mr. Acland left the meeting at 7:03 p.m.

4. **APPROVAL OF AGENDA**

MOTION #26R-2017

Moved by: Mike McArthur

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on April 26, 2017, as presented.

CARRIED

5. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None.

6. **APPROVAL OF MINUTES**

MOTION #27R-2017

Moved by: Maria Overton

Seconded by: Merrill Bond

Be it resolved that the Board of Health approves the minutes of its regular meeting held on March 22, 2017, as presented.

CARRIED

7. **BUSINESS ARISING**

None

8. **MANAGEMENT REPORT**

a. **Q1 Board Report**

Distributed for information purposes.

b. **Staff List**

Distributed for information purposes.

c. **2016 Year-End Performance Indicators Summary Table**

Distributed for information purposes.

9. **NEW BUSINESS**

None

10. **CORRESPONDENCE**

The Board of Health acknowledges receipt of the correspondence for information purposes;

- Peterborough Public Health
Letter of concerns submitted to Dr. Eric Hoskins, MOHLTC, in regards to Patients First.
- Sudbury & District Health Unit
Resolution #12-17, to congratulate the MOHLTC and CMOH as the first Provincial Overdose Coordinator and to request that the new provincial plan be further developed with targets, deliverables and timelines that are supported by regular communication to stakeholders and BOH.
- Huron County
Letter to Minister of Community and Social Services to convey their support for Basic income in Ontario and the recommendations made in the “Finding a Better Way: A Basic Income Pilot Project for Ontario”.
- Perth District Health Unit
Letter to endorse Huron County’s position on children’s marketing restrictions of foods and beverages and support the Federal government’s Healthy Eating Strategy.
- Simcoe Muskoka District Health Unit
Motion to support the federal government’s proposal to commit to a target of less than 5% tobacco use by 2035.
- Sylvia Jones, MPP
Thank you letter to Chair Kidd in regards to our support in advocating for patients with hepatitis C.
- Leeds, Grenville and Lanark District Health Unit
Letter of concern submitted to Dr. Eric Hoskins, MOHLTC in regards to the Healthy Menu Choices Act. The Board requests that all the recommendations from the panel be made public and that a formal consultation process be undertaken with health units before any decisions are made about the integration of public health.
- Porcupine Health Unit
Resolution to MOHLTC to address and encourage consideration for more urgent implementation of expanded public dental programs for those living on low incomes.
- Middlesex-London Health Unit
Letter of support for *Stop Marketing to Kid’s Coalition’s Ottawa Principles, Report No. 006-17* and further action on sugary drinks.
- Algoma Public Health
Resolution to support the correspondence of Wellington-Dufferin-Guelph Public Health in regards to support for enactment of legislation under HPPA to allow the inspection and enforcement activities of personal service settings.

Mr. Rob Watchorn left the meeting at 7:15 p.m. Dr. Hukowich and Maria Overton disconnected from the teleconference line at 7:15 p.m.

11. **IN-CAMERA**

MOTION #28R-2017

Moved by: Merrill Bond

Seconded by: Mike McArthur

Be it resolved that the Board of Health agrees to move in-camera at 7:16 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (March 22, 2017)
- b. MOH/CEO Applications-Interview Update
- c. Identifiable Individual

CARRIED

12. **RISE AND REPORT**

MOTION #29R-2017

Moved by: Mike McArthur

Seconded by: Sherri Louttit

Be it resolved that the Board of Health agrees to rise with report at 7:28 p.m.

In-Camera Minutes

MOTION #30R-2017

Moved by: Merrill Bond

Seconded by: Jean-Guy Chamaillard

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on March 22, 2017 as presented.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on June 7, 2017 at 6:30 p.m. in New Liskeard.

14. **ADJOURNMENT**

MOTION #31R-2017

Moved by: Audrey Lacarte

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:30 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 8:30 a.m.

2. ROLL CALL

- Mayor Carman Kidd Chris Oslund, City Manager
- Councillor Doug Jelly Councillor Patricia Hewitt
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Robert Beaudoin, Environmental Superintendent
- Jamie Sheppard, Roads Superintendent
- Airianna Misener, Executive Assistant

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition under New Business:
 - 10.2 Riverside Drive – Parking Request

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

5. APPROVAL OF AGENDA

Recommendation PW-2017-020

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the May 26, 2017 meeting be approved as amended.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2017-021

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the April 20, 2017 regular meeting be adopted as presented.

Carried

7. CORRESPONDENCE

- John Street Parking

The committee reviewed additional correspondence dated May 18, 2017 regarding John Street Parking. Doug Walsh will follow up with New Liskeard public school and Mr. Barton to discuss the parking and street cleaning concerns.

8. PRESENTATIONS

- None

9. UNFINISHED BUSINESS

9.1 AMEC – New Waste Management Capacity

Previous Discussion:

AMEC provided the Ministry with Additional information regarding the EA. Steve Burnett provided the replacement contact on file with the pertaining information.

Chris Oslund inquired on the timeframes for the landfill closure and reopening. Steve Burnett indicated that based on the closure plan, the current landfill site has 2-3 years left. Ideally design work would begin in 2017 and ground work to begin in 2018 noted Steve. This item will be included in the 2018 budget. Steve will discuss with AMEC the possibility to work on the preliminary design and estimates.

Discussion:

Steve Burnett indicated that the new capacity estimates were requested by the Ministry based on the 2016 census data. Steve is hopeful to complete the preliminary work by year end. The installation of the monitoring wells has begun, noted Steve.

9.2 Access Control Policy – Entrance Permits

Previous Discussion:

Dave Treen indicated that it is the property owner's obligation to install the civic 911 addresses. The signs have yet to be installed, noted staff. The City will draft a letter to have the property owner install the signs by a certain date. In the event these signs are

not installed municipal staff will order the necessary signs and hardware and have the signage installed. In the event that the municipality is require to install the signage the associated costs will be invoiced to the property owner.

Discussion:

Correspondence was sent to the property owner regarding the Entrance Permits.

9.3 Lorne Street and FPT 26 lot Subdivision Update

Previous Discussion:

No update.

Discussion:

No update.

9.4 Public Works Staff Training

Previous Discussion:

Doug Walsh provided the following Public Works staff training updates:

- Upcoming OIT course for 2 staff members.
- Upcoming NEO Public Works annual meeting and tradeshow.
- Good Roads school in May.

Discussion:

Doug Walsh provided the following Public Works staff training update:

- Doug anticipates all staff to have their WHIMIS training by September.
- 2 employees have successfully passed their OIT exams.

9.5 Public Works Department Update

Previous Discussion:

Doug Walsh provided the following Department Update:

- 2 employees off on a medical leave.
- Recent issues with the sweeper truck.
- Restoration work to commence.

Discussion:

Doug Walsh provided the following Department Update:

- 1 employee remains on leave, anticipating return within the month.
- Cemetery Grave procedure to be reviewed.
- Re-call of temporary seasonal employee.

9.6 Full Solid Waste Management Program

Previous Discussion:

No updates. The 2014 final payment was received. The Committee directed staff to follow up on the remaining payments. Chris Oslund will draft a letter requesting an update on the funds, and final financial statements from the sale.

Discussion:

Orange Drop event is scheduled for Saturday June 3rd.
No further updates on the Full Solid Waste Management Program.
Steve is currently reviewing the new regulations for tire disposal.

9.7 Drainage issues – Peter's Road

Previous Discussion:

Dave Treen indicated that following the Drainage Act the provisional approval was approved. Court of revision is scheduled for May 4, 2017, bearing no appeals the design work can begin.

Discussion:

Final engineering review is on going.

9.8 Closed Roads / Old Roads

Previous Discussion:

Mayor Carman Kidd, Chris Oslund and Doug Walsh met with representatives from the MTO via teleconference on April 19, 2017 to discuss Hwy 558 and Lakeview. Doug noted that there may be opportunities to bundle road resurfacing work with the Ministry's tenders.

Discussion:

No update.

9.9 Water Meters

Previous Discussion:

At the April 18, 2017 regular Council meeting, Council approved moving forward with the water meter pilot project. Steve Burnett indicated that the first steps will require staff to contact the businesses advising of the project and obtaining release forms to allow entry onto the property to carryout the water meter installation. Once the City is in receipt of the release forms; staff can proceed with the preperation and release of the required RFP. Steve anticipates the install of the meters to begin sometime in July.

Discussion:

Steve provided an update on the status of the water meter project, all release forms have been signed and received. The RFP has been released and closes next week.

9.10 STATO Trail

Previous Discussion:

Doug Walsh provided a verbal update.

Discussion:

The STATO Trail is now open noted Doug Walsh. Parking issues on May Street due to the seasonal parking restrictions.

9.11 North Cobalt Water Stabilization Project – Update

Previous Discussion:

Work to begin after the long weekend in May. Approvals from the ONR were received. City staff will contact ONR to schedule the work. The City will communicate the road closure with residents.

Discussion:

Road closure at King, Carter and Stewart Street is scheduled for the weekend. ONR Rail crossing will be removed and work will begin. Anticipating the project will be completed by July 1 2017.

9.12 2017 Roads Surfacing Program

Previous Discussion:

No update.

Discussion:

Discussed under Administrative Reports.

9.13 Clean Water Wastewater Fund – Update

Previous Discussion:

The City was in receipt of a Federal update regarding the City's application to the CWWF funding. The Ministry is currently reviewing the City's application and anticipating approvals in the coming months. City staff will look into the preliminary steps to the project. The Committee provided the following recommendation.

Recommendation PW-2017-018

Moved by: Mayor Carman Kidd

The Public Works Committee hereby recommends staff prepare for an RFP associated with the design build of the project.

CARRIED

Discussion:

The City has not received formal approval however at a recent forum in North Bay, the City was on the list of the successful applicants, noted Doug Walsh.

9.14 Temiskaming Shores Infrastructure Upgrades & Gray Road – Update

Previous Discussion:

Doug Walsh provided an update on the Gray Road project. Doug indicated that there were recent concerns with the pipping, engineers are currently looking into the options. Doug further made the following comments; Locates are now complete, temporary water system on Elm street, the project is approximately 6 to 8 weeks ahead of schedule.

Discussion:

Doug Walsh provided a project update. Work on Elm Street has begun. Doug further indicated that the project is within budget, progressing well and expected to meet the target completion date of December 31, 2017.

9.15 Pronor Development

Previous Discussion:

Steve Burnett provided an update in regards to the Pronor site. Steve indicated that a letter was sent to Pronor detailing the City's concerns regarding the development and site plan. A meeting was scheduled between the City and Pronor to discuss options to resolve. Pronor Development is currently working with their Engineers to resolve the issues.

Discussion:

Steve Burnett is currently reviewing the Geotechnical engineers report. The City will draft correspondence accordingly.

9.16 Roads Needs Study

Previous Discussion:

On-going. Data coordinates were submitted to the Municipal Data Works for the pilot project.

Discussion:

On-going.

9.17 Aginco Eagle Landfill Request

Previous Discussion:

No update. Steve Burnett will follow up.

Discussion:

No update.

9.18 Chamber of Commerce parking lot winter maintenance

Previous Discussion:

Yard and parking lot maintenance is required. Public Works staff will grade the laneway in preparation for gravel. Christopher Oslund suggested that staff draft a letter to ONR advising of the cost to repair the laneway and yard maintenance.

Discussion:

The committee directed staff to draft an agreement and that it be presented to the Public Works committee. In addition Chris Oslund will draft correspondence to ONR advising of the ongoing maintenance challenges.

10. **NEW BUSINESS**

10.1 Dixon Street Watermain Replacement

Discussion:

Doug Walsh explained that during a recent repair to a water service on Dixon Street between McCamus and Farah Avenue, crews identified that a watermain in this location is approximately one to two feet below the road surface. The watermain had been covered with Styrofoam to add insulation; luckily no issues ever occurred however there are concerns that this section of pipe could become prone to freezing now that it has been disturbed. Staff recommends lowering and replacing this water main section. Although there is no apparent evidence, it is assumed that the depth of the water main is a result of the presence of large boulders or bedrock. Drilling and blasting may be required noted Doug. Steve indicated that there is savings within the Environmental Capital Budget that could be used towards these repairs.

Recommendation PW-2017-022

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works committee hereby recommends the Dixon Street Watermain Replacement be discussed with the Corporate Services committee and that the Corporate Services committee consider reallocating within the 2017 Environmental Capital Budget for the necessary lowering and replacement of the watermain on Dixon Street.

Carried

10.2 Riverside Drive - Parking Request

Discussion:

The Riverside Farmer's Market requested parking spaces along Riverside Drive during Farmer's Market hours. This item was discussed at the Protection to Persons and Property Committee and it was recommended that staff further investigate parking options. The Public Works committee suggests a temporary barricade within the horseshoe for the time being, until a decision is made.

11. ADMINISTRATIVE REPORTS

The committee reviewed and discussed the following Administrative Reports. The reports will be presented at an upcoming special Council meeting on May 30, 2017.

- Administrative Report PW-012-2017 – Tender Award – 2017 Asphalt Patching
- Administrative Report PW-013-2017 – Tender Award – Concrete Sidewalk & Curb Repairs
- Administrative Report PW-014-2017 – Tender Award – Granular M
- Administrative Report PW-015-2017 – 2017 Roadway Surfacing Program – Surfacing Treatment
- Administrative Report PW-016-2017 – 2017 Roadway Surfacing Program – Hot Mix Paving
- Administrative Report PW-017-2017 – Tender Award – Supply & Deliver Misc. Culverts

12. CLOSED SESSION

Recommendation PW-2017-023

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee convenes into Closed Session at 9:59 a.m. to discuss the following matter:

Carried

- a) Under Section 239 (2) (a) of the Municipal Act, 2001 – the security of the property of the municipality or local board.

- Closure of Fourth Street – North Cobalt
- STATO Trail Tender Award

Recommendation PW-2017-024

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee rise with report at 10:31 a.m.

Carried

Recommendation PW-2017-025

Moved by: Mayor Carman Kidd

Be it resolved that:

The committee provided direction to staff in Closed Session.

13. NEXT MEETING

The next meeting of the Public Works Committee is scheduled for July 6, 2017 to commence at 8:30 a.m.

14. ADJOURNMENT

Recommendation PW-2017-026

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:33 a.m.

Carried

CHAIR

RECORDER

1. CALL TO ORDER

Meeting called to order at 1:03 P.M.

2. ROLL CALL

- | | |
|--|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Jennifer Pye, Planner |
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Tim Uttley, Fire Chief |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Shelly Zubyck, Director of Corporate Services |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Kelly Conlin, Director of Corporate Services (A) |
| <input checked="" type="checkbox"/> Clayton Seymour, Chief Building Official | |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

OTHER

Annie Roy, Wendy Ing – Animal Control Presentation

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation PPP-2017-021

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the May 25, 2017 meeting be approved as printed.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2017-022

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee minutes of the April 21, 2017 meeting be adopted as presented.

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7. DELEGATIONS

- Animal Control – Wendy Ing

Wendy Ing from the Temiskaming Veterinary Clinic presented a collaboration opportunity to assist with Animal Control / Animal Care for lost, stray or abandoned animals within the municipality. The committee will continue discussions with Wendy on the possible project and obtain statistics on the current animal impoundments and return rates.

8. CORRESPONDENCE

- Farmer's Market – Parking Request

A request was received to allow parking on Riverside Drive during the Farmer's Market. Accessible parking spaces, as well as, fire route access need to be established. The committee requested that staff further investigate options.

- Acquisition of land – Lot 113, Lot 115 11522 Quarry road

The City was in receipt of a letter dated May 15, 2017 seeking to donate the above listed properties to the City of Temiskaming Shores. The committee reviewed and discussed the letter and is not willing to accept the acquisition.

9. FIRE AND EMERGENCY SERVICES

a) Monthly Activity Report

The Fire Chief reviewed the department's Monthly Activity Report for April 2017 highlighting the number of emergency calls, fire losses, fire prevention activity and burning permits.

The Fire Chief indicated that there were a total of 303 burning permits issued at the 2017 Lifestyles show.

b) Township of Harris Fire Suppression Agreement – Discussion

A meeting is scheduled with the Township of Harris on May 30, 2017 to discuss the Fire Suppression Agreement.

10. BUILDING / BY-LAW

a) 2017 Building Permit fee structure – Update

Clayton Seymour presented a year-to-date summary of the current building permits/permit fee account. Clayton stated that the change in the building permit fee schedule is working well and residents are overall pleased with the new fee structure as it enables them to budget accordingly. A total of 41 building permits have been issued to date.

11. COMMUNITY GROWTH & PLANNING

a) Zoning By-law – Update

Jennifer Pye provided a project update. Overall the project is moving forward and on track. Two Public Sessions are scheduled for June 14, 2017 at the Pool and Fitness Centre. The draft by-law will be posted to the website by June 5, 2017.

Jennifer suggested scheduling a special committee meeting with Planscape during their visit.

12. ADMINISTRATION REPORTS

- None

13. CLOSED SESSION

Recommendation PPP-2017-023

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee convenes into closed Session at 2:42 a.m. to discuss the following matter:

- Under Section 239 (2) (a) of the Municipal Act, 2001 – the security of the property of the municipality of local board.

- Animal Control

CARRIED

Recommendation PPP-2017-024

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 3:06 p.m.

CARRIED

14. SCHEDULE OF MEETINGS

The next Protection to Persons and Property Committee meeting is scheduled for July 6, 2017 starting at 1:00PM.

15. ADJOURNMENT

Recommendation PPP-2017-025

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 3:08 P.M.

CARRIED

CHAIR

RECORDER

Subject: Municipal Insurance Policy

Agenda Date: June 20, 2017

Report No.: CS-030-2017

Attachments

Appendix 01: CS-RFP-01-2017 Evaluation Rating Summary

Appendix 02: Tench-MacDiarmid Insurance Brokers Ltd. Proposal Summary

Appendix 03: Analysis of Line Coverage Premiums: 2012 - 2018

Appendix 04: Analysis of Claims History: 2012 - Present

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-030-2017; and
2. That Council for the City of Temiskaming Shores directs staff to prepare the necessary by-law to enter into an agreement with BFL Canada Ltd. brokered by Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services for a premium of \$202,833 plus applicable taxes to be presented for Council's consideration at the July 11, 2017 Regular Meeting.

Background

On April 16, 2013 Council passed resolution 2013-183 directing staff to enter into an agreement with Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services for a period of three (3) years with a two (2) year renewal option on a year to year basis depending upon quality of service, mutual agreement and annual premium negotiations between the Broker and the City of Temiskaming Shores.

On May 2nd, staff provided Council with Memo 015-2017-CS and the Draft Request for Proposal for information purposes.

The City released Request for Proposal CS-RFP-001-2017 and received three submissions.

The City's insurance policy is due for renewal on July 1, 2017.

Analysis

Three (3) proposals were received by the City in response to CS-RFP-01-2017. The proposals were evaluated based on the Broker's length of time in business, practical experience, overall experience in the municipal field, legislation experience, capacity to provide and perform work and the costs of services. The evaluation rating summary is attached as Appendix 01.

Another significant difference in the proposals included variances in the Limits of Liability per occurrence as follows:

Tench:	\$ 50,000,000
Knox:	\$ 45,000,000
Aon:	\$ 25,000,000

Based on the evaluation of the proposals and the quality of service the City has received, it is recommended that the City enter into an agreement with Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services for a period of three (3) years with a two (2) year renewal option on a year to year basis depending upon quality of service, mutual agreement and annual premium negotiations between the Broker and the City of Temiskaming Shores.

The premiums proposed by Tench are \$202,833 for the period of July 1, 2017 to June 30, 2018. This premium is an overall decrease of \$104,761 from 2016-2017. The decrease is due to the increased competitive marketplace as well as the City's improved loss ratio.

Attached as Appendix 2 is the City's Renewal Proposal Summary for the period of July 1, 2017 to June 30, 2018.

Appendix 3 provides an analysis of Line Coverage Premiums from 2012 to 2018.

City staff also considered a decrease in the deductible of \$25,000 to \$15,000. The decrease would result in an additional cost of \$13,041. Based on an analysis of the City's Claims History, it is recommended to remain at a \$25,000 deductible.

Attached as Appendix 4 is a summary of the City's Claims History from 2012 to present.

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

\$331,000 was budgeted in 2017 for Municipal Insurance. The budget incorporates 50% of the 2016/2017 premiums and 50% of the 2017/2018 premiums. The premium is paid in full upon endorsement by Council with the unexpended 50% posted to a prepaid insurance account.

\$163,844 has already been expended to date. 50% of the 2017/2018 premium equates to \$108,544 for a total expense in 2017 of \$272,388. This will result in a \$58,612 savings to the 2017 Budget.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager



Municipal Insurance and Risk Management Services Evaluation

Broker	Profile	Experience	Ability	Pricing	Total	Price
Tench	20	30	20	30	100	\$ 202,833
Aon	20	30	15	25	90	\$ 283,283
Knox	20	30	20	20	90	\$ 299,096

June 7, 2017



**Tench-MacDiarmid
Insurance Brokers Ltd.**

6 Whitewood Ave. Box 2290,
New Liskeard, ON
POJ 1P0
T: 705.647.8188
F: 705.647.9625

33 Third St. Box 492,
Englehart, ON
POJ 1H0
T: 705.544.8686
F: 705.544.8556

498 Ferguson Ave. Box 39,
Haileybury ON
POJ 1K0
T: 705.672.3385
F: 705.672.3652

City of Temiskaming Shores
Po Box 2050,
Haileybury, ON
POJ1K0

Re: Renewal Commercial policy – Effective 7/1/2015

Enclosed is our RFP response for the City of Temiskaming Shores

We have quoted 4 deductible options for you; each deductible option applies to the following:

- Liability
- Property
- Owned Automobile

Option 1 – \$5,000 deductible

Annual Premium: \$236,685.00

PST: \$ 16,614.00

Total Annual Cost: \$253,299.00

Option 2 - \$10,000 deductible

Annual Premium: \$215,874.00

PST: \$ 15,181.12

Total Annual Cost \$231,055.12

Option 3 - \$25,000 deductible

Annual Premium: \$202,833.00

PST: \$ 14,254.00

Total Annual Cost: \$217,087.00

Option 4 - \$50,000 deductible

Annual Premium: \$176,847.00

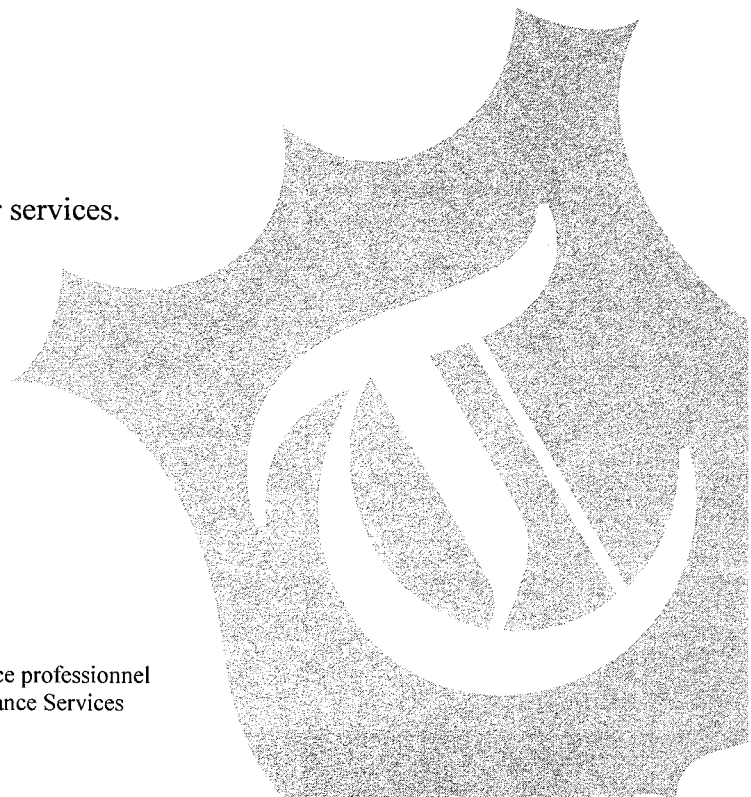
PST: \$ 12,291.12

Total Annual Cost: \$189,138.12

Thank you again for the opportunity to provide our services.

Sincerely

Ken P. Montgomery Jr.
General Manager



Un service d'assurance professionnel
Professional Insurance Services





**City of Temiskaming Shores
Insurance Premium Breakdown Analysis**

Line of Coverage	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Municipal General Liability	\$ 180,000	\$ 130,155	\$ 156,001	\$ 163,842	\$ 172,033	\$ 103,220
Excess Liability	\$ 8,451	\$ 8,451	\$ 9,777	\$ 12,420	\$ 12,420	\$ 12,428
Environmental Liability	\$ 12,019	\$ 11,419	\$ 11,419	\$ 11,419	\$ 11,420	\$ 11,419
Owned Automobile	\$ 29,782	\$ 46,779	\$ 30,580	\$ 33,012	\$ 33,011	\$ 24,658
Property	\$ 68,448	\$ 79,229	\$ 97,448	\$ 80,037	\$ 71,635	\$ 44,032
Municipal Officials Accident	\$ 1,176	\$ 1,176	\$ 1,176	\$ 1,176	\$ 1,176	\$ 1,176
Volunteer Firefighters Accident	\$ 4,600	\$ 4,600	\$ 4,600	\$ 5,200	\$ 5,200	\$ 5,200
Crime	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700
Total	\$ 305,176	\$ 282,509	\$ 311,701	\$ 307,806	\$ 307,595	\$ 202,833



Appendix 04

CS-030-2017

June 20, 2017

**City of Temiskaming Shores
Insurance Claim Analysis**

Year	Amount
2012	\$ 47,900
2013	\$ 49,297
2014	\$ 82,394
2015	\$ 47,330
2016	\$ 18,299
2017	\$ 33,367
Total	\$ 278,587

Subject: Road Closure – June 30 – July 1, 2017
Summerfest 2017 Event

Report No.: PW-019-2017
Agenda Date: June 20, 2017

Attachments

Appendix 01: BIA Request

Appendix 02: Sketch of proposed Road Closure for Summerfest 2017 Event

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2017; and
2. That Council directs staff to prepare the necessary Temporary Road Closures Notice for the 2017 Summerfest Event and circulate the Notice to effected parties.

Background

On April 18th, 2017 a letter was received by Council, from the New Liskeard BIA requesting the closure of Whitewood Avenue from Paget Street to May Street and Armstrong Street from Church Street to Cedar Avenue from the hours of 6:00 a.m. June 30th to 6:00 p.m. July 1st to accommodate the Summerfest 2017 celebrations.

The City has, in the past, supported events planned, organized and carried out by the BIA and although Council has passed By-law No. 2015-141 being a by-law to adopt the Delegation of Powers and Duties Policy for the City of Temiskaming Shores and in Section 4 *Temporary Road Closures* delegates the authority to approve temporary road closure for the purpose of special events and infrastructure construction and/or repair to the Director of Public Works, it is felt that this request should be acknowledged by Council.

Analysis

The requested limits and timing of the road closure has been reviewed by the Director of Public Works. There is no schedule of events included in the request, therefore, the timing may result in overtime be required to set up and tear down proposed closure. The limits of the closure requested, also extend beyond the limits of previous road closures (i.e. Armstrong Street South and Whitewood Ave East), therefore, discussions regarding the limits of the road closure between staff and the BIA have confirmed that limits listed below are adequate. The Road Closures in these areas for special events are as follows;

- 1) Armstrong Street from Church Street southward to the laneway south of Whitewood Ave (Parking Lot);

- 2) Whitewood Ave from Paget Street / Lakeshore Road eastward to the laneway east of Armstrong Street.

During previously supported events, the limits have extended to the initially requested areas, however, access to Parking areas was affected.

Pending Councils approval, the Director of Public Works will complete that Road Closure Notice and advise all Emergency Services as well as the Transit operators.

Relevant Policy / Legislation/City By-Law

- By-Law No. 2015-141, Delegation of Powers and Duties Policy, Section 4 *Temporary Road Closures*

Asset Management Plan Reference

N/A

Consultation / Communication

- Correspondence Item 10 (b) - Regular Council Meeting, April 18th, 2017.

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

Public Works and Recreation staff contribute to the road closures with the provision of barricades and the manpower to set up, take down and sweep the downtown streets following events of this nature. Expenditures for overtime wages may be required.

Alternatives

No alternatives were considered.

Submission

Prepared by:

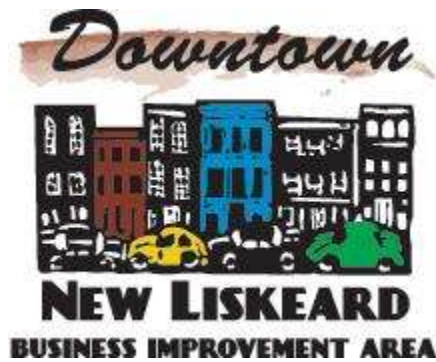
Reviewed and submitted for Council's consideration by:

“Original signed by”

“Original signed by”

Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager



New Liskeard BIA
Box 2050
Haileybury, ON P0J 1K0
Ph: (+1) 705.672.3363 Ext: 4224
bianewliskeard@gmail.com

Wednesday April 5, 2017

Mayor Carman Kidd
The Corporation of the City of Temiskaming Shores
325 Farr Drive
Box 2050
Haileybury, Ontario
P0J 1K0

RE: PERMISSION FOR ROAD CLOSURE FOR SUMMERFEST, June 30th and July 1 2017

Dear Mayor Kidd,

The New Liskeard BIA is in the process of planning our annual Summerfest Event in the downtown area for Friday, June 30, and Saturday July 1 2017. We are asking the Corporation of the City of Temiskaming Shores for permission to close Whitewood Avenue from Paget Street to May Street and Armstrong Street from Church Street to Cedar Avenue from the hours of 6:00 a.m. to 6:00 p.m., to accommodate our celebration.

Please advise if there is anything else that you require. Please confirm that you have received our request. We look forward to hearing from you and thank you in advance for your cooperation on this matter. I may also be reached at my cell 705 676-5559.

Sincerely

Carol Duke
BIA Coordinator

cc: Dave Treen, Municipal Clerk, The Corporation of the City of Temiskaming Shores
Tammie Caldwell, Director of Recreation, The Corporation of the City of Temiskaming Shores

Notice of Road Closure

Whereas Council for the City of Temiskaming Shores through By-law No. 2015-141 has delegated the authority to approve **Temporary Road Closures** to the Director of Public Works and/or the Roads Superintendent for the purpose of special events and infrastructure construction and/or repair; and

Whereas Council for the City of Temiskaming Shores through By-law No. 2015-205 has also authorized the Temporary Road Closure for an extended period of time at the request of the organizers of the Dog Days of Summer;

Therefore be it resolved that the following roads shall be temporarily closed on the dates specified below:

1. **2017 BIA Summerfest Event – Friday June 30th, 2017 from 6:00 a.m. to 6:00 p.m. Saturday July 1st, 2017**
 - (a) Whitewood Avenue from Paget Street eastward to May Street laneway; and
 - (b) Armstrong Street from Whitewood Avenue northward to Church Street.

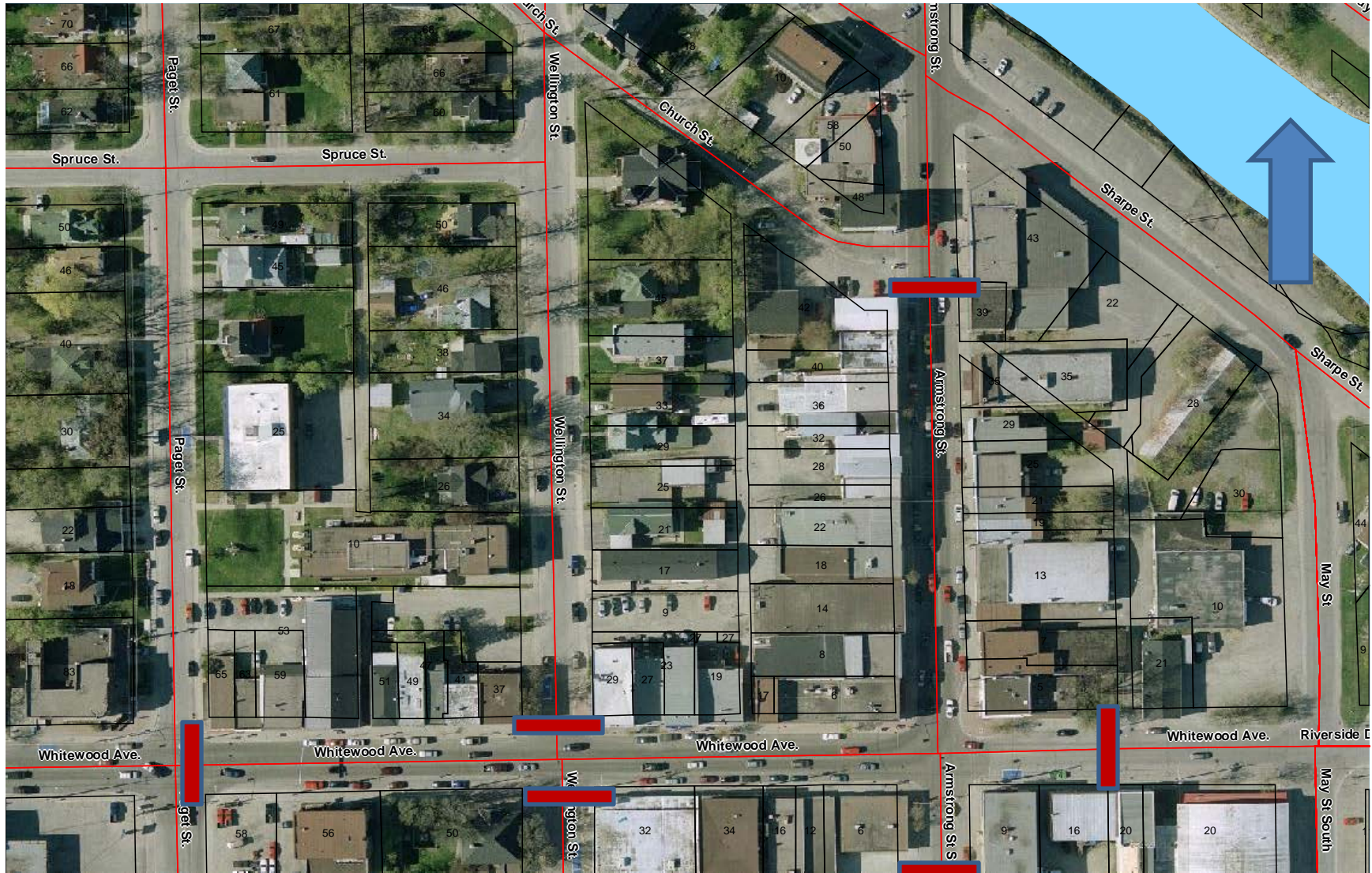
Issued this 21st day of June, 2017.

Director of Public Works – Doug Walsh

Note: See attached mapping for further clarification.

Circulation – Depending on the nature of the road closure the following agencies should be notified

EMS: Police / Fire / Ambulance	Stock Transportation	Area Tenants
--------------------------------	----------------------	--------------



ROAD CLOSURE – Friday June 30th, 2017 – 6:00 a.m. to Saturday July 1st, 2017 – 6:00 p.m. – BIA Summerfest Event

Subject: Public Rail Crossing Agreement with
ONTC - Spionkop Road

Report No.: PW-020-2017
Agenda Date: June 20, 2017

Attachments

Appendix 01: Draft Public Crossing Agreement – ONTC

Appendix 02: Information Sharing Form – Spionkop Road

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2017; and
2. That Council directs staff to prepare the necessary by-law to enter into the Public Crossing Agreement with the Ontario Northland Transportation Commission for consideration at the June 20, 2017 Regular Council meeting.

Background

On November 15, 2016 Ontario Northland Transportation Commission (ONTC) provided the City with information regarding railway crossings located within its jurisdiction and requested, in accordance with Transport Canada's "*Grade Crossing Regulations*", that the City provide them with the Road Authority's information related to the roadways and traffic flow at these same locations.

Originally, the ONTC identified twelve (12) crossings within City limits, including an unmaintained rural private crossing; however, had no records of the existing crossing located at Spionkop Road.

On January 27, 2017 City staff provided the ONTC with the requested information, including the public crossing at Spionkop Road (TSD 112.19). As a follow-up, the ONTC forwarded a Public Crossing Agreement to the City Clerk on June 6, 2017.

Analysis

Currently, the City has a number of agreements in place with the ONTC. For roadway level crossings there is an annual remittance required for those crossings that are controlled by signals or other warning apparatus, similar to the terms outlined in the Draft Public Crossing Agreement attached as Appendix 01 to this report.

In addition, the City also has a number of Underground Pipe Crossing Agreements with various terms and conditions which outline the initial and annual costs associated with those documents.

The proposed Agreement for the Spionkop Road level crossing will address an oversight on both the ONTC and City's part.

Relevant Policy / Legislation / City By-Law

Transport Canada – *Grade Crossing Regulation – Railway Crossing Information Sharing*

Asset Management Plan Reference

Not applicable

Consultation / Communication

- ONTC correspondence – June 6, 2017 (Draft Agreement).
- Administrative Report PW-020-2017 dated June 20, 2017.

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

Once executed, there will be a Seventy-five (\$75.00) dollar document preparation fee as well as a nominal one (\$1.00) dollar base licence fee. As per the terms of the Agreement, costs associated with the maintenance of the Crossing are to be shared.

On a go forward basis, the cost associated with the annual remittance and identified maintenance will be included in the Public Works – Roads Services Operating Budget.

Alternatives

No alternatives were considered.

Submission

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

THIS AGREEMENT made _____, 2017

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

("ONTC")

AND

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the "Municipality")

PUBLIC CROSSING AGREEMENT – SPION-KOP HILL ROAD

WHEREAS:

- A.** ONTC is the owner of lands comprising a rail right-of-way located at Mileage 112.19 Temagami Subdivision in the Province of Ontario;
- B.** The Municipality owns and maintains Spion-Kop Road, a "highway" as defined in the *Municipal Act, 2001*, S.O. 2001, c.25, which crosses the rail right-of-way at Mileage 112.19 Temagami Subdivision (the "Crossing"); and,
- C.** ONTC and the Municipality wish to enter into an agreement to provide the Municipality with a license for the public use of the Crossing.

IN CONSIDERATION OF the recitals and the provisions contained in this Agreement, the parties agree as follows:

INTERPRETATION

1. In this agreement,

"Agreement" means this agreement, all schedules attached to this agreement and any amendments to this agreement;

"Applicable Law" means all requirements under or prescribed by the common law, and all applicable federal, provincial, regional, local or municipal laws, statutes, codes, acts, permits, licenses, ordinances, orders, by-laws, rules and regulations, which may now, or at

any time hereafter be applicable to and enforceable in relation to the matters to which this Agreement relates;

"Environmental Laws" means all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws and regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any governmental authority relating to Hazardous Substances or the protection of human health, natural resources or the environment;

"Force Majeure" means any material event or circumstance which is beyond the reasonable control of the party which has delayed in or failed to perform the obligation in question under this Agreement, and was not avoidable by the exercise of reasonable effort or foresight by such party, including, but not limited to any act of God, act of public enemies, act of war (declared or undeclared), civil disturbance, riot, blockages, insurrections, sabotage, vandalism, action or failure to act of any government or governmental or regulatory authority, strike, lockout, work slowdown or stoppage, accident, fire, explosion, flood, lightning, storm, earthquake, or landslide, but, for greater certainty, does not include financial inability or the failure to perform obligations solely as a result of the fact that to do so will result in economic loss or hardship to the affected party;

"Hazardous Substances" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls ("PCB"), chlorinated solvents and asbestos.

"Municipality Address" and "Municipality Representative" mean:

Clerk
City of Temiskaming Shores
325 Farr Drive
Haileybury ON P0J 1K0
T: 705-672-3363
E: dtreen@temiskamingshores.ca

"ONTC Address" and "ONTC Representative" mean:

Vice President Rail
Ontario Northland Transportation Commission
555 Oak Street East
North Bay ON P1B 8L3
T: 705-472-4500
E: TBD

“ONTC Indemnitees” means ONTC and any director, officer, employee, agent, representative or contractor of ONTC;

“Parties” means ONTC and the Municipality and “Party” means either one of them;

Licence

2. Subject to the terms and conditions of this Licence, ONTC hereby grants a licence to the Municipality to use a crossing over the ONTC rail right-of-way at Mileage 112.19 Temagami Subdivision for the purpose of a public highway, upon the terms and conditions contained in this Agreement.

Term

3. This Agreement shall become effective on the date both of the parties have executed the Agreement and shall continue in effect until the parties mutually agree that the continuance of the Crossing is no longer required.

Consideration

4. The Municipality shall pay to ONTC:
 - (a) a base licence fee of One Dollar (\$1.00) per annum on the anniversary date of this Agreement, receipt of which is hereby acknowledged; and,
 - (b) a document preparation fee of Seventy-five Dollars (\$75.00) plus applicable taxes upon the execution of this Agreement.

Maintenance Costs

5. ONTC and the Municipality shall pay their share of the expenses for maintaining the Crossing as follows:
 - (a) The Municipality shall pay the cost of all Crossing materials except those described in (b), which materials shall include, but not be limited to, crossing timbers, mud rail, fill, signs and drainage;
 - (b) ONTC shall pay for the cost of all components of the track structure for the Crossing, including track ties, spikes, tie plates and rail;
 - (c) The Municipality and ONTC shall share equally the cost of labour and equipment expenses for the work in (a) and (b);

- (d) The Municipality and ONTC shall share equally the cost of labour, material and equipment expenses incurred by ONTC in placing, removing, maintaining and repairing signs and crossing protection for the Crossing; and,
 - (e) The Municipality shall pay all costs related to flagging, field work, field inspection and detouring of highway traffic related to the work in (a) and (b).
6. The Municipality and ONTC shall share equally the cost of clearing of sight lines to the Crossing.
 7. The Municipality shall pay all costs for snow removal.
 8. The Municipality shall, at its own expense and in a manner approved by ONTC, construct and maintain the necessary approaches for the Crossing including the grading, ditching, and installation of pipe culverts or other necessary bridging over ditches and all other works required for the approaches to the Crossing except those works provided for in section 5(d) of this Agreement (collectively, the “Approaches”), and shall repair and maintain the Approaches. The work on the Approaches shall be completed in accordance with the applicable standards for grade crossings.
 9. If ONTC considers that the Municipality has failed to properly construct or maintain the Approaches ONTC may by notice in writing to the Municipality, direct the Municipality to make such modifications or repairs as are in the opinion of ONTC necessary. Should the Municipality fail within forty-eight (48) hours from the dispatch of such notice to comply with such request from ONTC, ONTC may forthwith proceed to do the necessary work and the cost of all labour and all materials and equipment necessary or required for such repairs or renewals shall be paid for by the Municipality.

Ownership of Crossing Materials

10. ONTC shall be the owner of all materials used in the Crossing including the Crossing timbers.

Operational Issues

11. Interference with Use: The Municipality shall not interfere with ONTC’s operation, maintenance or use of its rail right-of-way. The Municipality shall ensure that there are no obstructions, visual or otherwise, which may impede the use and view of persons using the rail right-of-way and track. Notwithstanding any other provision of this Agreement, ONTC shall have the paramount right at all times to the tracks, rail right-of-way and the land at the Crossing.
12. Work on Crossing: The Municipality shall not perform any work on the track structure, including the ties, rails or ballast, at any time.

13. Inspections: The Municipality shall conduct regular inspections of the Crossing and will promptly advise ONTC in writing of any unsafe or dangerous situations or conditions, including any build-up of dirt, ice, snow or debris on the Crossing surface.
14. Winter Control: The Municipality shall ensure that the Approaches to the Crossing are properly plowed, salted and sanded in winter months as is necessary in order to ensure safe passage over the Crossing.
15. Removal from Crossing: ONTC shall perform all work required to keep the track structure free and clear of dirt, ice, snow and debris at ONTC's sole discretion. The Municipality shall pay ONTC for all costs incurred by ONTC for removal of any build-up of dirt, ice, snow and debris at an amount to be reasonably determined by ONTC. Notwithstanding the foregoing, nothing in this section imposes any obligation or responsibility or liability upon ONTC with respect to inspecting the Crossing or removing any dirt, ice, snow and debris from the Crossing. The Municipality shall indemnify and save ONTC harmless from all claims brought against ONTC based on or arising from an alleged failure of ONTC to inspect properly or at all the Crossing or to remove any dirt, ice, snow and debris from the Crossing.
16. Obstruction: The Municipality shall not in any way obstruct the Crossing or the sight lines at the Crossing.
17. Flagging: The Municipality acknowledges that, flagging protection is required at all times its employees or contractors are performing work over, under or upon the railway right-of-way in accordance with the ONR Railway Flagging Protection Policy and the ONR Contractor Procedures. If there is an emergency which requires work over or upon the railway right-of-way, the City shall not have automatic, immediate and unimpeded access to the railway right-of-way and must provide ONTC with advance notice of any requirement for flagging protection. In the event of such a situation, ONTC will cooperate with the Municipality on a priority basis.

Limitation of Liability

18. The Municipality shall assume all liability for any injury, loss or damages suffered by employees or contractors of the Municipality while entering upon the lands of ONTC for the purpose of construction, inspection, maintenance, repair to or use of the works of the Municipality, or the Crossing. ONTC shall not be liable for any injury, loss or damages suffered by employees or contractors while on the Crossing or the ONTC rail right-of-way unless such injury, loss or damages was caused by the negligence of ONTC or its employees or contractors.

Damage to ONTC and ONTC User Property

19. The Municipality shall make full and complete compensation to ONTC for any damage to ONTC's property or that of any other user of ONTC's property or for any bodily injury or

death to any person caused by an act or omission of the Municipality or of any of its officers, employees, servants, agents, contractors, public users or invitees or those for whom it is at law responsible while using the Crossing and for damage attributable to the equipment being used on the Crossing that is owned or operated by the Municipality, its officers, employees, servants, agents, contractors, public users or invitees or those for whom it is at law responsible.

Environmental Contaminants

20. The Municipality shall not cause or permit any Hazardous Substances to be located, stored, disposed of, produced, processed, deposited, released, discharged or incorporated in, on or under any part of the ONTC rail right-of-way. The Municipality hereby covenants and agrees at all times to comply with the requirements of all Environmental Laws and to remove from the ONTC rail right-of-way, immediately upon demand, any Hazardous Substances introduced thereto by the activities of the Municipality or the public users of the Crossing and to reimburse ONTC for any costs it incurs in respect of the removal of any such Hazardous Substances. For greater certainty, the Municipality shall have no responsibility under this paragraph for environmental contaminants existing in the ONTC rail right-of-way prior to the Municipality entering upon the ONTC rail right-of-way except for any existing environmental contaminants that have migrated to the ONTC rail right-of-way from adjacent lands owned by the Municipality. Notwithstanding any provision of law to the contrary, any environmental contaminants placed or permitted on or under the ONTC rail right-of-way by the Municipality in breach of this paragraph shall remain the property of the Municipality. The obligations of the Municipality under this paragraph shall survive the expiry or other termination of this Agreement.

Inspection

21. The Municipality acknowledges having personally inspected the Crossing and having full notice and knowledge of the position, condition and location of the said Crossing and of the general condition of the same and to have considered all the same in the light of possible loss, cost or damage arising therefrom.

Indemnity

22. The Municipality shall indemnify ONTC and ONTC Indemnitees and save ONTC and ONTC Indemnitees harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses (including the effect of any applicable environmental legislation) which may arise by reason of the exercise of the rights and privileges granted to the Municipality or as a result of any breach of the terms of this Agreement by the Municipality or by any act or omission of the Municipality or those for whom the Municipality is at law responsible, including all legal costs and expenses reasonably incurred by ONTC and ONTC Indemnitees in connection with the defence or settlement of any such claim, unless such

claim or damage is caused by the negligent act or omission of ONTC or those for whom it is in law responsible. For the purposes of enforcement of this indemnity, ONTC is acting as an agent for the ONTC Indemnitees.

23. The Municipality shall waive against ONTC, its officers, employees, agents, or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement and for any injury to or death of any person or for any loss of or damage to any property belonging to the Municipality or its employees, servants, agents, invitees, licensees, contractors or public users unless caused by the negligent act or omission of ONTC, its employees, officers, agents, contractors or those for whom it is at law responsible.
24. The Municipality shall indemnify and save harmless ONTC from all taxes, rates and assessments of every description or kind which may at any time be levied or imposed by reason of the licenses granted in this Agreement.
25. Notwithstanding anything else in this Agreement, any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the duration of this Agreement, shall be void and of no legal effect.

Insurance

26. The Municipality shall, at its own expense, obtain and maintain in full force and effect, throughout the entire term of this Agreement, the following insurance policies:
 - (a) Commercial General Liability insurance to a policy limit of at least five million dollars (\$5,000,000.00) in primary and umbrella/excess liability policy including but not limited bodily injury, property damage, personal injury, product liability, tenants legal liability, contractual liability, owners and contractors protective, contingent employer's liability, non-owned automobile liability, cross liability and severability of interest clause. The policy shall contain a waiver of subrogation in favour of ONTC and shall include "Ontario Northland Transportation Commission" as an additional insured; and,
 - (b) Automobile Liability insurance with respect to owned or leased vehicles, having a policy limit of at least two million dollars (\$2,000,000) inclusive per occurrence.
27. The Municipality shall provide to ONTC a certificate(s) of insurance, as well as renewal certificates thereafter for the duration of the Agreement, evidencing that the required coverages are in full force and effect before the commencement of the Agreement, and such certificates shall contain a provision to the effect that the insurance policies cannot be cancelled without providing ONTC with at least thirty (30) days prior written notice.

28. Nothing in this Agreement shall derogate from any obligations the Municipality may have under any contracts of insurance or under any applicable law.

Termination

29. In addition to the mutual agreement to terminate set out in section 3, if the Municipality is in default or breach of any condition or provision of this Agreement or shall fail to pay any amounts due to ONTC, ONTC may terminate the Agreement forthwith by written notice.

Decommissioning

30. At the expiration of this Agreement howsoever determined:

- (a) the Municipality shall forthwith at the Municipality's sole expense, decommission the Approaches to the Crossing to the satisfaction of ONTC; and,
- (b) ONTC shall restore ONTC's rail line to a level, clean and working condition satisfactory to ONTC.

31. Should the Municipality fail to decommission the Approaches within three (3) months of the expiration of this Agreement, then, without limiting any other remedy available to ONTC under this Agreement or at law, and without providing prior notice to the Municipality, ONTC may proceed to perform the work to decommission the related approaches and the costs, in an amount to be determined by ONTC, of all labour and materials and equipment necessary or required for such work shall be paid by the Municipality. Should ONTC perform such work or have such work performed, then the Municipality acknowledges and agrees that ONTC and any director, officer, employee, agent, representative or contractor of ONTC shall not be liable for any loss of or damage to any property or equipment of the Municipality or any third party, or any cost or expense related thereto, even if caused by the negligent act or omission of ONTC or those for whom ONTC is in law responsible.

Survivorship

32. Sections 15, 18 to 20 and 22 to 25 shall survive the expiration of this Agreement.

General

33. ONTC and the Municipality shall from time to time and upon every reasonable written request to do so, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement.

34. If a Party fails to perform all or part of its obligations under this Agreement (other than for delay in the payment of money due and payable hereunder) due to an Event of Force Majeure (as defined in Section 1) the performance of such obligations shall be suspended for the period during which such performance is affected by the Event of Force Majeure provided that the Party prevented from rendering such performance notifies the other Party immediately and furnishes details of the commencement and nature of such Event of Force Majeure.
35. In the event of a conflict or inconsistency in any provisions in this Agreement, the main body of the Agreement shall govern over the Schedules to the Agreement.
36. If any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then that provision shall be fully severable. This Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unenforceable provision.
37. The headings in this Agreement are for convenience of reference only and in no manner modify, interpret or construe this Agreement.
38. Unless the context otherwise requires, words importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
39. Except as otherwise provided herein, all dollar amounts referred to in this Agreement are expressed in Canadian funds.
40. Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, ONTC Address to the attention of ONTC Representative and to the Municipality Address to the attention of the Municipality Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.
41. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

42. This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes any and all prior agreements, negotiations, representations and understandings whether written or oral between the parties. This Agreement may not be released, supplemented or modified in any manner except by a further written agreement signed by a duly authorized officer or representative of each of the parties.
43. Except as may be specifically agreed to by the parties, time shall be of the essence in this Agreement.
44. Each party represents and warrants to the other that it is a validly existing legal entity under the laws of its relevant jurisdiction, and it has taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into and execution, delivery and performance of this Agreement. This Agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.
45. The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever without ONTC's prior written consent, which consent may be unreasonably withheld. The Municipality agrees to notify ONTC if the Municipality intends to assign this Agreement to another party.
46. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
47. The parties agree that this Agreement may be transmitted by electronic mail or such similar device and that the reproduction of signatures by electronic mail or such similar device will be treated as binding as if originals, and each Party undertakes to provide the other Party with a copy of the Agreement bearing original signatures forthwith upon demand.
48. Nothing in this Agreement shall be deemed to constitute one Party an employee, servant, agent, partner of or in joint venture with the other Party for any purpose whatsoever.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their respective officers duly authorized in that behalf.

Date: _____

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

per _____
Corina Moore, CEO & President

Donna Jaques, Secretary

We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE CITY OF
TEMISKAMING SHORES**

per _____
Mayor

Clerk

We have authority to bind the Corporation.



ROAD AUTHORITY CROSSING INFORMATION SHARING FORM
in accordance with Transport Canada's *Grade Crossings Regulations*

This form may be used by the Road Authority when sharing information with a Railway for the purpose of complying with Sections 12 to 18 of the *Grade Crossings Regulations* (GCR). The *Road Authority Crossing Information Sharing Form Job Aid* can be referenced to complete the forms.

COVER FORM

SECTION 1 - GENERAL	
1. Road Authority CORPORATION OF THE CITY OF TEMISKAMING SHORES	2. Date of Submission (yyyy-mm-dd) 2017-01-27
3. Road Authority Contact Information	
Title (Optional) Director of Public Works	Name G. Douglas Walsh
Address 325 Farr Drive, P.O. Box 2050, Haileybury ON P0J 1K0	
Email dwalsh@temiskamingshores.ca	Telephone number (999-999-9999) 705-672-3363
Additional Road Authority Contact Information (in case of emergency)	
Title (Optional) Superintendent of Transportation	Name James Sheppard
Address 200 Lakeshore Road, New Liskeard ON	
Email jsheppard@temiskamingshores.ca	Telephone number (999-999-9999) 705-647-6220
4. Railway Company ONTARIO NORTHLAND TRANSPORTATION COMMISSION	

CROSSING FORM

Crossing Number	
8	of 13

SECTION 2 – GRADE CROSSING LOCATION

At least two(2) of the four(4) fields must be completed to identify the grade crossing location

5. Railway Subdivision and mileage 380 metres south of TSD 112.43 (Broadwood Crossing)

6. Latitude and Longitude 47.502640, -79.6781640

7. Roadway Name SPIONKOP ROAD

8. City or Town Name TEMISKAMING SHORES

SECTION 3 – REASON(S) FOR SHARING INFORMATION WITH THE RAILWAY (select all that apply and provide details below)

- 9. Information must be shared for existing public grade crossings no later than two years of the GCR coming into force. (i.e. by November 27, 2016) Ref. (GCR 12.(3))
- 10. Receipt of a notice from a railway company, under Section 3 of the *Notice of Railway Works Regulations*. Ref. (GCR 12.(2))
- 11. A change in the design vehicle and the sightlines at the grade crossing, which must meet the requirements in Section 20 of the GCR. Ref. (GCR 13 GCR 28.(c))
- 12. An increase in the design speed of the road crossing, which will result in a change to the road approach's classification as set out in column B of the Table 10-2 of the *Grade Crossings Standards* (GCS). Ref. (GCR 13 GCR 28.(d))
- 13. The location, gradient or crossing angle of a grade crossing has changed, and Articles 6 and 11 of the GCS must be applied in a manner that improves the overall safety of the grade crossing. Ref. (GCR 13 GCR 88.(1))
- 14. An increase of the absolute gradient of a road approach to an existing grade crossing which meets the standards set out in Article 6.3 of the GCS. Ref. (GCR 13 GCR 88.(2))
- 15. The number or width of traffic lanes of a road approach increases, or a shoulder is added or a shoulder's width is increased. The grade crossing must meet the standards set out in Articles 5.1 and 6.4 of the GCS. Ref. (GCR 13 GCR 89)
- 16. A traffic signal is installed at a grade crossing that corresponds to the specifications set out in Article 19.1 of the GCS, the warning system must be interconnected with the traffic signal, and the interconnection must meet the standards set out in Articles 19.2 to 19.4 of the GCS. Ref. (GCR 13 GCR 90)
- 17. A change in the design vehicle, which has resulted in a change to the period of time that the warning system must operate, before railway equipment reaches the crossing surface and therefore must meet the standards set out in Article 16.1 of the GCS. Ref. (GCR 13 GCR 91)

Details with respect to the change(s) selected:

This is the original submission of available information from the City to the Railway Authority. Calculations have been made based on the limited information available at this time and that which was verified in the field(i.e.Roadway approach grades.)

SECTION 4 – NOTIFICATION OF OTHER CHANGES (select all that apply and provide details below)

- 18. An increase in the road crossing design speed at a public grade crossing. (If this change is selected, the following fields in this form must be completed: SECTION 2, SECTION 5 [26] and SECTION 6 [30 & 32].) Ref. (GCR 14)
- 19. An interconnected traffic signal referred to in Article 19 of the GCS, or a Prepare to Stop at Railway Crossing sign, is installed or is changed at a public grade crossing. (If this change is selected, the following fields in this form must be completed: SECTION 2, SECTION 6 [33] and SECTION 7 [34].) Ref. (GCR 15)
- 20. If a road at a public grade crossing is transferred from one road authority to another, the information below must be provided. Ref. (GCR 17)

Contact Information

Name	Title	
Road Authority Name	Telephone number (999-999-9999)	Date of Transfer (yyyy-mm-dd)

Contact Information (continued)

Address

Email

Details with respect to the change(s) selected:

SECTION 5 – RAILWAY CROSSING DETAILS

21. Total Number of Traffic Lanes 2	22. Annual Average Daily Traffic (AADT) >20 (Estimated)	23. Grade Crossing Angle (degree) East to West = 137 degrees
--	--	---

24. Existing Lane Width (metre)

Approach 1		Approach 2	
Orientation / Direction East Bound	Lane Width (m) 2.5	Orientation / Direction West Bound	Lane Width (m) 2.5

25. Road Approach Information

Column A	Column B	Column C
<input checked="" type="checkbox"/> Rural <input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Collector <input type="checkbox"/> Arterial <input type="checkbox"/> Expressway <input type="checkbox"/> Freeway	<input type="checkbox"/> Divided <input checked="" type="checkbox"/> Not Divided

26. Average Approach Gradient

Approach 1		Approach 2	
Orientation / Direction East Bound	Gradient (percentage) - 3.5%	Orientation / Direction West Bound	Gradient (percentage) + 12.25%

27. Existing Shoulder Width

Approach 1		Approach 2	
Orientation / Direction East Bound	Shoulder Width (m) 0.5	Orientation / Direction West Bound	Shoulder Width (m) 0.5

28. Path or Sidewalk

Yes If yes, designated for persons using assistive devices No

SECTION 6 – CROSSING USER DETAILS

29. Design Vehicle Passenger Car (P)	30. Road Crossing Design Speed (km/h)
	Approach 1: 40 Approach 2: 40

31. Departure Time (Sec)	32. Stopping Sight Distance (SSD)	33. Advanced Activation Time (sec)
Approach 1: 8.2 Approach 2: 10.0	Approach 1: 47 Approach 2: 42	Approach 1: Approach 2:

SECTION 7 – INTERCONNECTED DEVICES

4. Interconnection Time Yes if Yes, Time (sec): _____ No Interconnection at Crossing



Subject: Clean Water Waste-water Fund (CWWF)
- Transfer Payment Agreement

Report No.: PW-021-2017
Agenda Date: June 20, 2017

Attachments

Appendix 01: Memo 024-2016-PW – 2016 CWWF Funding Application

Appendix 02: CWWF Funding Approval Letter

Appendix 03: Draft CWWF Transfer Payment Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2017; and
2. That Council directs staff to prepare the necessary By-law to into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure, under the Clean Water and Wastewater Fund (Ontario) for the replacement of the Iron Removal Filters at the McCamus Water Treatment Plant for consideration at the June 20, 2017 Regular Council meeting.

Background

On September 14th 2016 the establishment of the Clean Water and Wastewater Fund was announced as part of the 2016 Federal Budget commitment. Through a bilateral agreement between the federal and provincial government, the Ministry of Infrastructure will be responsible for the administration on the Fund in Ontario.

The City of Temiskaming Shores was advised that, the maximum federal contribution would be \$344,282, the maximum provincial allocation would be \$172,141 and the City would be responsible for the remaining funds for any project that exceeds \$688,564 in eligible costs.

In order to access the funding the City was required to identify a project and submit the application on or before October 31, 2016, with a commitment that the project will be completed by March 31st, 2018.

At the October 18, 2016 Regular Meeting of Council approval to submit an Application for Funding, complete with all applicable documentation, to the Clean Water and Wastewater Fund for the “McCamus Avenue Water Treatment Plant Upgrades” which included the replacement of Iron Removal Filters as well as possible building modifications and process upgrades to allow for the safe storage and handling of chlorine gas used in the treatment of potable water, prior to the October 31st, 2016

deadline was received by staff. At that time preliminary estimates were being used for calculations.

Analysis

Although an early funding announcement had been anticipated, staff received confirmation of funding through the CWWF program on June 12, 2017. Due to the delay in announcements, extensions to the funding timelines will be granted (upon request) to allow for up to forty (40) percent of the eligible expenditures funding to be carried over beyond the original March 31st, 2018 deadline.

The total eligible costs for the proposed project are estimated to be \$839,520.00 with funding from both senior levels of government approved at a total of \$516,423.00. The balance of the estimated cost to complete the project is included in the 2017 Capital Budget.

Given the following program funding criteria have been met;

- i. The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
- ii. The project would not have been undertaken without federal funding.
- iii. The proposed project is a priority or contained within the comprehensive Asset Management Plan.

It is recommended that the proposed Transfer Payment Agreement be approved.

Once the Agreement has been executed, staff will submit a request to extend the timelines beyond the March 31st, 2018 deadline to ensure that the project funding will be available to complete the project as intended.

Relevant Policy / Legislation / City By-Law

- Resolution No. 2016-530 – Clean Water and Wastewater Fund Application – 2016 Program
- 2017 Municipal Capital

Asset Management Plan Reference

N/A

Consultation / Communication

- Public Works Committee – October 6th 2016
- Administrative Memo 024-2017-PW - Regular Council Meeting – October 18th, 2016
- Submission of Application – October 28th, 2016

- Confirmation of Funding – June 12th, 2017
- Administrative Report PW-021-2017 dated June 20, 2017.

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

Given the late start due to timing of the funding approvals, staff can now proceed with the release of a Request for Proposal for the work. At this time there is adequate funding available to initiate the project design and construction of the work. Should there be a short fall in funding based on final tender costs, these can be addressed in the 2018 Capital Budget process.

Alternatives

No alternatives were considered.

Submission

Prepared by:

“Original signed by”

G. Douglas Walsh, CET
Director of Public Works

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Douglas Walsh, Director – Public Works
Date: October 18, 2016
Subject: Clean Water and Wastewater Fund Application – 2016 Program
Attachments: Appendix 01 – Funding Eligibility Notification (e-mail dated September 14, 2016)
Appendix 02 – Clean Water and Wastewater Fund Program Guidelines

Mayor and Council:

On September 14th 2016 the establishment of the Clean Water and Wastewater Fund was announced as part of the 2016 Federal Budget commitment. Through a bilateral agreement between the federal and provincial government, the Ministry of Infrastructure will be responsible for the administration on the Fund in Ontario.

Based on the amount of drinking water, wastewater and storm sewer assets and the economic condition of the community, each municipality will be allocated funding to accelerate short term investments to support the rehabilitation and modernization of the infrastructure. The funding will be such that the federal government will provide up to 50%, the provincial government up to 25% and the local level the balance of required funds for project eligible costs.

The City of Temiskaming Shores has been advised that, the maximum federal contribution will be \$344,282, the maximum provincial allocation will be \$172,141 and the City will be responsible for the remaining funds for any project that exceeds \$688,564 in eligible costs.

In order to access the funding the City is required to identify a project and submit the application on or before October 31, 2016, with a commitment that the project will be completed by March 31st, 2018.

At the October 6th, 2016 Public Works Committee Meeting, the group reviewed the Asset Management Plan as well as various projects that were deemed to meet the funding criteria for the program.

Likewise, the project incrementality was also considered given the following criteria;

- i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
- ii) The project would not have been undertaken without federal funding.
- iii) The proposed project is a priority or contained within the comprehensive Asset Management Plan.

With Councils approval, staff will finalize and submit an Application for Funding, complete with all applicable documentation, to the Clean Water and Wastewater Fund for the “McCamus Avenue Water Treatment Plant Upgrades” which will include the replacement of Iron Removal Filters as well as building modifications and process upgrades to allow for the safe storage and handling of chlorine gas used in the treatment of potable water, prior to the October 31st, 2016 deadline. The preliminary cost estimate for the project including design, project administration and construction is \$825,000 (excluding applicable taxes), which would result in a \$283,600 municipal contribution.

Currently, work is continuing to more accurately define the scope of work and provide a more detailed project cost estimate that would be used for application purposes.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original Signed by"

"Original Signed by"

"Original Signed by"

G. Douglas Walsh
Director of Public Works

Laura Lee MacLeod
Treasurer

Christopher W. Oslund
City Manager



5-Jun-17

File Number: TS-C 54010

City of Temiskaming Shores

P.O. Box 2050
Haileybury, Ontario
P0J 1K0
dtreen@temiskamingshores.ca

Dear Chief Administrative Officer, Clerk or Treasurer:

Re: Clean Water and Wastewater Fund (CWWF)

Thank you for your application under the Clean Water and Wastewater Fund. I am pleased to inform you that your Project(s) has/have been approved for funding and Projects may begin immediately.

The 2016 Federal Budget announced the establishment of the CWWF that proposes to invest up to \$570 million in federal funding and up to \$270 million in provincial funding in the province of Ontario. The CWWF will provide Ontario communities with vital infrastructure funding to help accelerate short term investments to support the rehabilitation and modernization of drinking water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

Your Project(s) was/were nominated by the Province to the federal government and has/have since been approved for funding under the Clean Water and Wastewater Fund. Provided that the Recipient enters into a Transfer Payment Agreement (TPA), and subject to the terms and conditions of the TPA, the federal and provincial governments will each provide up to a maximum of 50% and 25% respectively toward the total eligible costs of the Project. Project details are as follows:

Sub-Project ID	Sub-Project Title	Total Eligible Cost	Maximum Program Contribution (i.e. federal)	Maximum Provincial Contribution
TS-001	Replacement of Existing Iron Removal Filters at the McCamus Avenue Water Treatment Plant.	\$ 839,520.00	\$ 344,282.00	\$ 172,141.00

Note: In the Transfer Payment Agreement, each individual project will be referred to as a Sub-project and the term Project will refer to the aggregate of all Sub-projects.

Please note that the program guidelines have been revised to permit up to 40% of eligible project costs to extend into 2018-19. Should your project require an extension into 2018-19, please contact Infrastructure Ontario and the Province will pursue approval of this extension on your behalf. Once federal approval is received, the Province will provide you with written confirmation of your project extension.

Eligible Project costs are allowable as of April 1, 2016 and can occur until the Project completion date that will be outlined in your agreement. As well, the Province will require that the acquisition of goods and services with respect to your Project are done using a process that is transparent, fair, and promotes the best value for the money expended, and at competitive prices that are no greater than fair market value. The TPA included with this letter outlines all of the terms and conditions of the funding, including requirements regarding procurement and liability insurance.

Aboriginal consultations may be required on the Project and must be done prior to the start of construction. The Province will provide a Duty to Consult Form where the Province has identified a duty to consult may exist.

Please complete the attached forms, including

- i) Transfer Payment Agreement and Schedules (Project Specific Information, Sub-Project Cost Breakdown),
- ii) Federal Project Information Form,
- iii) Pre-authorized Account for Deposit Form,
- iv) Duty to Consult Form (if provided by the Province), and
- v) Progress Report.

Once completed, please have the Transfer Payment Agreement signed by the authorized officers of the Recipient and email along with the other Forms to (CWWF@infrastructureontario.ca). **Two 'hard copies', originals, must also be forwarded to Infrastructure Ontario at:**

**Clean Water and Wastewater Fund
Infrastructure Ontario
1 Dundas Street West, Suite 2000
Toronto, Ontario, M5G 1Z3**

Please note that this information should be kept confidential until a public announcement has been made indicating funding for this Project.

Should you have any questions, please contact Infrastructure Ontario at 1-844-803-8856 or email CWWF@infrastructureontario.ca.

Congratulations on your successful application, and we look forward to working with you as you implement this Project.

Sincerely,



Elizabeth Doherty
Director, Intergovernmental Policy Branch
Infrastructure Policy Division

Disponible en français

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the “**Agreement**”), made in duplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date** as defined in section A.1.2 (Definitions)).

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Infrastructure

(the “**Province**”)

- and -

The Corporation of the City of Temiskaming Shores

(the “**Recipient**” or “**Ultimate Recipient**”)

BACKGROUND

The Government of Canada established the Clean Water and Wastewater Fund (the “CWWF”) in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule “C” (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province.

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 (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The Agreement, comprising of:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Program Funding Request
 - Sub-schedule "C.1" - Project Description, Budget and Timelines
 - Sub-schedule "C.2" - Sub-project Cost Breakdown
- Schedule "D" - Reporting
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
 - Sub-schedule "J.1" - Form of Request for Payment Form
 - Sub-schedule "J.2" - Form of Certificate from Recipient
 - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
 - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
- Schedule "K" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into in Article 3.0 (Amending the Agreement),

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

2.0 COUNTERPARTS

2.1 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.

3.0 AMENDING THE AGREEMENT

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

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 Infrastructure

Date

Name:

Title:

The Corporation of the City of Temiskaming Shores

Date

Name:

Title:

e.g., Mayor or Regional Chair, or delegate]

I have authority to bind the Recipient.

Date

Name:

Title:

I 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) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) 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) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

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

“Aboriginal Community” as the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” as the meaning ascribed to it in section I.1.1 (Definitions).

“Agreement” means this Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (Entire Agreement).

“Asset” means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

“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.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

“Budget” means the budget described in Schedule “C” (Program Funding Request).

“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.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“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.

“CWWF” means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

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

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

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

“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).

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

“Final Progress Report” means the Final Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“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.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, appointees and employees or any agents and their respective officers and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for 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, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

“Outcomes Progress Reports” means the Outcomes Progress Reports described in Article D.3.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

“Progress Report” means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Schedule “C” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

“Reports” means the reports described in Schedule “D” (Reporting).

“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.

“Sub-project” means a Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project 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 provided in Schedule “C” (Program Funding Request).

“Total Financial Assistance” means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

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, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply 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.

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, will maintain, in writing, and will follow:

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, 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 Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), 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 will be no greater than 75% of the total Eligible Expenditures, 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 provided for in Schedule "J" (Requests 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):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
 - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (b) 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 the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not

receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any 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 Budget, or both; or
- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

A.4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (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 Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

A.4.4 Province's and Canada's Roles Limited to Providing Funds. The Parties acknowledge that the Province's role in a Project is limited to providing CWWF funds to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

A.4.5 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.4.6 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.4.7 Maximum Funds. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources, including the Funds, towards

the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding , towards the Project exceeds 25% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.8 Disclosure of Other Financial Assistance and Adjustments. The Recipient will inform the Province promptly of all financial assistance received for the Project.

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 to carry out the Project, 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 Recipient's Acknowledgement of Responsibility for Project. The Recipient will assume full responsibility for the Project including, without limitation:

- (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, without limitation, unapproved expenditures and 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) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 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.4.12 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.13 **Project Incrementality.** The Recipient acknowledges that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 **Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

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 including:
 - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
 - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (b) comply to the extent applicable with:
 - (i) its policies and procedures; 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, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 **Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for 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 provided for in Schedule “D” (Reporting), 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 an authorized signing officer.

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;
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 Inspection. The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province’s or Canada’s respective 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, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

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

A.7.4 Disclosure. To assist in respect of the rights provided for in section A.7.3 (Inspection), the

Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, 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 or Canada any control whatsoever over the Recipient's records.
- A.7.6 **Auditor General (Ontario/Canada).** 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 of Ontario pursuant to the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **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.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

- 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.9.3 **Access to Information Act.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or 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.9.4 **Information Sharing with Canada.** The Recipient acknowledges that the Province may:
- (a) request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
 - (b) share any information it receives from the Recipient pursuant to the agreement with Canada.
- A.9.5 **Open Data.** The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

A.10.0 INDEMNITY

- A.10.1 **Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.
- A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, 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 or Canada, or both, 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 or Canada under the Bilateral Agreement, at law or in equity. The Recipient, Canada or the Recipient, as applicable, 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 Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada 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 or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, CWWF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain 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 and policy aggregate. 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:
- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) upon the request of the Province, provide to the Province a copy of any 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 the Recipient owes pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

A.13.1 **Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, 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 or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), 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.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 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 provided for 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 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 provided for in Schedule “B” (Project Specific Information) for the contact information for the purposes of Notice to the Province.

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 provided for 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 of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 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 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, the Recipient agrees that, and will require the same of each 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 with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (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 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), 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 (Ontario/Canada)), A.7.7 (Third Parties), A.7.8 (Project Evaluation), and A.7.9 (Calculations), Article A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada) 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), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

A.30.1 Responsibility of Federal/Responsible Authority. Without limitation to the Recipient’s obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable

agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessments) have been met.

A.31.0 ABORIGINAL CONSULTATION

A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 DISPUTE RESOLUTION

A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.

A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.

A.32.4 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.

A.32.5 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.33.0 SPECIAL CONDITIONS

A.33.1 **Special Conditions.** The Province's funding 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 and naming municipal signing officers for the Agreement;
 - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance);
 - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
 - (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
 - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
 - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
 - 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
 - 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (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	\$516,423.00
Expiry Date	March 31, 2021
Contact information for the purposes of Notice to the Province	Clean Water and Wastewater Fund Address: Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2 Phone: 647-287-7897 Fax: 416-325-7871 Email: Luke.Hillan@ontario.ca Cc : CWWF@infrastructureontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Position: Address: Phone: Fax: Email:

<p>Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</p>	<p>Position: Manager, Inter-governmental Policy Branch</p>
<p>Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</p>	<p>Position:</p>
<p>Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement</p>	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p>

**SCHEDULE “C”
PROGRAM FUNDING REQUEST**

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule “C.2” (Sub-project Cost Breakdown).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.

C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET AND TIMELINES

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date (YYYY/MM/DD)	Forecasted End Date (YYYY/MM/DD)	Total Eligible Cos	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
TS-001	Temiskaming Shores, City of	Replacement of Existing Iron Removal Filters at the McCamus Avenue Water Treatment Plant.	Replacement of the two existing Pressurized Iron Removal Filters (in parallel configuration), each with a capacity rating of 3928 cubic meters per day, at the McCamus Avenue Water Treatment Plant.	May 1, 2017	December 1, 2017	\$ 839,520.00	\$ 344,282.00	\$ -	\$ 172,141.00	\$ 323,097.00	\$ -

**SUB-SCHEDULE "C.2"
SUB-PROJECT COST BREAKDOWN**

Name of Recipient:	Temiskaming Shores, City of		
Unique Project ID:	TS-001		
Project Title:	Replacement of Existing Iron Removal Filters at the McCamus Avenue Water Treatment Plant.		
Project Timeline:	Start Date:	5/1/2017	
	Completion Date:	12/1/2017	

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
A	LAND				
1	Land Purchase	-		-	
B	CONSTRUCTION				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
C	FF&E				
1	Loose Furniture & Equipment	-		-	
D	CONSULTANTS/ PROFESSIONAL				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
E	ADMIN				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
F	Sub Total	-	-	-	
G	Non Rebated HST on Eligible Costs¹	-	-		
H	Rebated HST on Eligible Costs plus HST on Ineligible Costs¹	-		-	
I	PROJECT TOTAL (F+G+H)	-	-	-	

SCHEDULE “D” REPORTING

D.1.0 REPORTING

- D.1.1 **Types of Reports.** The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule “J” (Request for Payment and Payment Procedures).
- D.1.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

- D.2.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project/project” in the template below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Expenditures	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (MM/DD/YYYY)	Forecasted End Date (Updated from Project List) (MM/DD/YYYY/MM/DD)	Actual Start Date (MM/DD/YYYY)	Actual End Date (MM/DD/YYYY)

Progress Information			Risk Assessment	
Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

D.2.2 Additional Information for Progress Reports and Final Progress Reports. In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

D.3.0 OUTCOMES PROGRESS REPORTS

D.3.1 Format and Information for Outcomes Progress Reports. The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

(a) Baseline Data (2015) Template

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to “Project/project” in the table below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

Outcome	CWWF Performance Indicator
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding

	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

D.4.0 ABORIGINAL CONSULTATION RECORD

D.4.1 **Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

D.5.0 RISK ASSESSMENT

D.5.1 **Further Details on Risk Assessment.** Upon the Province written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Report.

D.6.0 CHANGES TO SCHEDULE “D” (REPORTING)

D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.

D.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the representatives of the Parties listed in Schedule “B” (Project Specific Information).

SCHEDULE "E" ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 **Definitions.** For the purposes of this Schedule "E" (Eligible Expenditures and Ineligible Expenditures):

"Eligible Investments" means the Eligible Investments described in section E.2.2 (Eligible Investments).

"Ineligible Expenditures" 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 this Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

E.2.3 Scope of Eligible Expenditures.

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
 - a. Environmental assessment costs
 - b. Engineering costs, including tendering and contract administration

- i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.
 - ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
 - c. Project management costs
 - d. Material costs
 - e. Construction costs
 - f. Contingency costs (maximum 15% - calculation excludes professional fees)
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
- iii. Cost incurred between April 1, 2016 and March 31, 2018;
- iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
- v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;

- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project;
and
- ix. Costs of completing the CWWF submission.

E.3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation, including the 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) 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 and are beyond the scope of section E.2.3(v);
- (e) 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;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) Recipient's upgrades not expressly approved by the Province;

E.3.3 Costs Over and Above Project Scope. Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. 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) design enhancements over and above those that are described for the Project.

**SCHEDULE "F"
EVALUATION**

F.1.0 PROJECT EVALUATION

- F.1.1 **Recipient's Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or CWWF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 **Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient's Participation in Project Evaluation) will be made available to the public.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Communications Activities**” include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, CWWF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province and Canada.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 JOINT COMMUNICATIONS

G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada and the Province's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general CWWF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities

related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

- G.5.3 **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.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the CWWF.

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's and the Province's contribution and be approved by Canada and the Province.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's financial contribution received for the Project.
- G.9.0 COMMUNICATING WITH RECIPIENT**
- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.
- G.10.0 ADVERTISING CAMPAIGNS**
- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”
DISPOSAL OF AND REVENUES FROM ASSETS**

H.1.0 DEFINITIONS

H.1.1. **Definitions.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

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

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an 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.** Subject to section H.2.2 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of five years from the Expiry 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 purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents 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 out below:

Where Asset 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 five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five 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 provided for in section H.2.1 (Repayment) and with the Province's prior written consent, 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 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 five complete Fiscal Years following the Expiry 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 or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, 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 Recipient agrees that the Province or Canada, in the Province’s or Canada’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 section D.4.1 (Inclusion of Aboriginal Consultation Record).

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 Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada'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 or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.1.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed;
- (b) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized senior official of the Recipient;
- (c) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

J.3.2 Submission of Documents and Reports. The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund
Infrastructure Ontario
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1L5
Fax: 416-392-1906
Email: CWWF@infrastructureontario.ca

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment prior to March 31st, 2019.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after September 31st, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the

Final Progress Report and final Outcomes Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to paragraph A.4.1 (a), the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM

CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1- 416-392-1906

PROJECT INFORMATION:

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT
CLEAN WATER AND WASTEWATER (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

PROJECT INFORMATION:

Recipient Name:	_____
Unique ID#:	_____
Project Claim #:	_____
Project Claim Amount:	_____
Period Covered by Claim:	_____

I, [insert Name], the treasurer of **[insert Recipient Name]**, hereby request that OILC make a disbursement to the **[insert Recipient Name]** in the principal sum of **\$XXX.XX**, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- 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, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to 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 Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

Recipient Financial Delegated Authority

FROM:

Address:

Attention:

Email:

Tel. No.

Fax. No.

Signature

Date

SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION
CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert address of the Recipient's authorized representative]

Attention: **[insert name and title of the Recipient's authorized representative]**

Email: **[insert email address of the Recipient's authorized representative]**

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

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

RE:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized 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, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to 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 Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
 - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Sub-project Completion Date**");
 - ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - iii. was supervised and inspected by qualified staff;
 - iv. conforms with the plans, specifications and other documentation for the work;
 - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - vi. conforms with Schedule "C" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

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Final

- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards.
- 2. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
- 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
- 4. The value of substantially completed work on the Sub-project is _____
[insert the amount in Canadian dollars].

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title].**

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

(Signatures)

Name:

Witness Name:

Title:

Title:

I have authority to bind the Recipient

**SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER**

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert the address of the professional engineer]

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

Email: **[insert the email address of the professional engineer]**

Telephone No.: **[insert the telephone number of the professional engineer]**

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

RE:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I

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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. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project 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 Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
 - f. conforms with Schedule “C” (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing;
 - g. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and
 - h. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

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

(Signatures)

Name:

Witness Name:

Title:

Title:

**SCHEDULE “K”
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)
ATTESTATION FORM**

[insert the name of the authorized senior official of the Recipient]

[insert the name of the Recipient]

[insert the address of the Recipient]

I, **[insert name]**, attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
 - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
 - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario’s 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).

4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: _____ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: _____.

Dated, this **[insert date]**.

Signature

[insert name]

Subject: Water Meters – Supply and
Delivery Award

Report No.: PW-022-2017
Agenda Date: June 20, 2017

Attachments

Appendix 01: Summary of Submissions

Appendix 02: Evaluation of RFP Submissions

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-022-2017;
2. That as outlined in By-law No. 2017-015, Procurement Policy, Section 6, Approval Authority, Council approves the award of the supply and delivery of nine (9) Neptune cold water meters for the purpose of a water rate assessment to Wamco Waterworks Northern (Sudbury) in the amount of \$12,489.40 plus applicable taxes; and
3. That Council directs Staff to prepare the necessary purchase order for the supply and delivery of the meters.

Background

At the Regular Council Meeting held on April 18, 2017, Council approved moving forward with a water rate assessment along with the preparation and release of a Request for Proposal for the supply and delivery of nine (9) cold water meters.

This water rate assessment will consist of the installation of the water meters in various hotels and restaurants throughout the City as there is no accurate water consumption data in this sector. The monitoring of the water consumption will be for a period of one (1) year resulting in data analysis to develop fair and equitable water rates.

The Request for Proposal for the supply and delivery of the nine (9) cold water meters was released and closed on May 30th, 2017.

Analysis

Three (3) submissions were received in response to PW-RFP-007-2017. The proposals were reviewed and evaluated in accordance to the evaluation criteria set out in PW-RFP-007-2017. **Appendix 02 – Evaluations of Submissions** presents the details of the evaluation of the proposals and are summarized as follows:

Firm	Supplier Expertise	Manufacturer Expertise	Meter/Register Design	Fees	Score	Fees
Wamco (Barrie)	75	105	250	270	700	\$ 19,624.00
Lecomte Meters Ltd.	60	105	190	450	805	\$ 8,585.95*
Wamco (Sudbury)	90	120	270	360	840	\$ 12,489.40

Fees exclude HST. * The total cost does not include an annual fee of \$ 504.00 associated with data collection

Lecomte Meters Ltd. submission indicates a sub-total of \$ 8,585.95; however this cost is not reflective on the total costs associated with the operation of the water rate assessment as there is an annual fee needed to support the data collection system proposed. In addition Lecomte Meters Ltd. did not meet all the requirements as outlined in the Request for Proposal resulting in a lower score.

As a result of the evaluation process, it is Staff's recommendation to utilize Neptune water meters and award the supply and delivery to Wamco Waterworks Northern (Sudbury) in the amount of \$ 12,489.40 plus applicable taxes.

Relevant Policy / Legislation/City By-Law

- By-law No. 2017-051, Water and Sewer Service rates
- By-law No. 2016-083, Water Works System Use
- By-law No. 2017-015, Procurement Policy
- Safe Drinking Water Act, 2002 - Ontario Regulation 453/07 – Financial Plans

Asset Management Plan Reference

Not Applicable

Consultation / Communication

- Public Works Committee Meeting – January 19, 2017
- Corporate Services Committee Meeting – February 2, 2017
- Corporate Services Committee Meeting – April 6, 2017
- Regular Council Meeting – April 18, 2017 – Administrative Report PW-009-2017

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 water rate assessment is an operating project within the Environmental Operating Budget in which there are sufficient funds.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PW-RFP-007-2017**

Opening Date: **May 30, 2017**

Inquiry Contact: **S. Burnett**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of Cold Water Meters**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: LECOMTE METERS LTD

3/4" Meter (1):	212.45
5/8 x 3/4" Meter (2):	332.59
1.5 inch Meter (4):	2,766.53
1" Meter (1):	293.38
3" Meter (1):	3,091.00
Data Collection Unit:	1,890.00
Sub-Total:	8,585.95
HST:	1,116.17
Total:	\$ 9,702.12

Bidder: WAMCO (SUDBURY)

3/4" Meter (1):	367.90
5/8 x 3/4" Meter (2):	665.60
1.5 inch Meter (4):	2,937.00
1" Meter (1):	449.20
3" Meter (1):	3,795.65
Data Collection Unit:	4,274.05
Sub-Total:	12,489.40
HST:	1,623.62
Total:	14,113.02

Bidder: WAMCO (BARRIE)

3/4" Meter (1):	299.00
5/8 x 3/4" Meter (2):	528.00
1.5 inch Meter (4):	2,880.00
1" Meter (1):	342.00
3" Meter (1):	2,075.00
Data Collection Unit:	13,500.00
Sub-Total:	19,624.00
HST:	2,551.12
Total:	22,175.12

Bidder:



3/4" Meter (1):	
5/8 x 3/4" Meter (2):	
1.5 inch Meter (4):	
1" Meter (1):	
3" Meter (1):	
Data Collection Unit:	
Sub-Total:	
HST:	
Total:	

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name
 Steve Burnett
 Dan Watkins
 Dave Trepan
 Linda McKnight

Representing
 CoTS
 CoTS
 CoTS
 "

Signature



CATEGORY	Score between 0 - 10			Criteria
	Wamco (Sudbury)	Wamco (Barrie)	Lecomte	Weight
<i>Meters</i>	Neptune	Sensus	Badger	
Supplier Qualification and Experience (10%)				
Local Representation	9.00	7.00	6.00	5
Supplier Experience	9.00	8.00	6.00	5
Manufacture Qualification and Experience (15%)				
Local Representation	8.00	7.00	7.00	5
Supporting Services	8.00	7.00	7.00	5
Quality and Control	8.00	7.00	7.00	5
Meter/Register Design (30%)				
Warranty	9.00	9.00	9.00	10
Proven Design – References supplied	9.00	8.00	5.00	20
ESTIMATED FEES AND DISPERSEMENTS (45%)				
Cost estimates	8.00	6.00	10.00	45
Weighted Summary (Totals):				
	840.00	700.00	805.00	1000

The Corporation of the City of Temiskaming Shores

By-law No. 2017-088

**Being a by-law to authorize the Execution of a Public
Crossing Agreement with Ontario Northland Transportation
Commission for the rail crossing at Spionkop Road**

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. PW-020-2017 at the June 20, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Public Crossing Agreement with Ontario Northland Transportation Commission (ONTC) for the Spionkop rail crossing for consideration at the June 20, 2017 Regular 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 execute a Public Crossing Agreement with Ontario Northland Transportation Commission, 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.

Read a first, second and third time and finally passed this 20th day of June, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-088

Public Crossing Agreement between the City of Temiskaming
Shores and the Ontario Northland Transportation Commission
(ONTC)

THIS AGREEMENT made _____, 2017

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

("ONTC")

AND

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the "Municipality")

PUBLIC CROSSING AGREEMENT – SPION-KOP HILL ROAD

WHEREAS:

- A.** ONTC is the owner of lands comprising a rail right-of-way located at Mileage 112.19 Temagami Subdivision in the Province of Ontario;
- B.** The Municipality owns and maintains Spion-Kop Road, a "highway" as defined in the *Municipal Act, 2001*, S.O. 2001, c.25, which crosses the rail right-of-way at Mileage 112.19 Temagami Subdivision (the "Crossing"); and,
- C.** ONTC and the Municipality wish to enter into an agreement to provide the Municipality with a license for the public use of the Crossing.

IN CONSIDERATION OF the recitals and the provisions contained in this Agreement, the parties agree as follows:

INTERPRETATION

1. In this agreement,

"Agreement" means this agreement, all schedules attached to this agreement and any amendments to this agreement;

"Applicable Law" means all requirements under or prescribed by the common law, and all applicable federal, provincial, regional, local or municipal laws, statutes, codes, acts, permits, licenses, ordinances, orders, by-laws, rules and regulations, which may now, or at

any time hereafter be applicable to and enforceable in relation to the matters to which this Agreement relates;

"Environmental Laws" means all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws and regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any governmental authority relating to Hazardous Substances or the protection of human health, natural resources or the environment;

"Force Majeure" means any material event or circumstance which is beyond the reasonable control of the party which has delayed in or failed to perform the obligation in question under this Agreement, and was not avoidable by the exercise of reasonable effort or foresight by such party, including, but not limited to any act of God, act of public enemies, act of war (declared or undeclared), civil disturbance, riot, blockages, insurrections, sabotage, vandalism, action or failure to act of any government or governmental or regulatory authority, strike, lockout, work slowdown or stoppage, accident, fire, explosion, flood, lightning, storm, earthquake, or landslide, but, for greater certainty, does not include financial inability or the failure to perform obligations solely as a result of the fact that to do so will result in economic loss or hardship to the affected party;

"Hazardous Substances" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls ("PCB"), chlorinated solvents and asbestos.

"Municipality Address" and "Municipality Representative" mean:

Clerk
City of Temiskaming Shores
325 Farr Drive
Haileybury ON P0J 1K0
T: 705-672-3363
E: dtreen@temiskamingshores.ca

"ONTC Address" and "ONTC Representative" mean:

Vice President Rail
Ontario Northland Transportation Commission
555 Oak Street East
North Bay ON P1B 8L3
T: 705-472-4500
E: TBD

“ONTC Indemnitees” means ONTC and any director, officer, employee, agent, representative or contractor of ONTC;

“Parties” means ONTC and the Municipality and “Party” means either one of them;

Licence

2. Subject to the terms and conditions of this Licence, ONTC hereby grants a licence to the Municipality to use a crossing over the ONTC rail right-of-way at Mileage 112.19 Temagami Subdivision for the purpose of a public highway, upon the terms and conditions contained in this Agreement.

Term

3. This Agreement shall become effective on the date both of the parties have executed the Agreement and shall continue in effect until the parties mutually agree that the continuance of the Crossing is no longer required.

Consideration

4. The Municipality shall pay to ONTC:
 - (a) a base licence fee of One Dollar (\$1.00) per annum on the anniversary date of this Agreement, receipt of which is hereby acknowledged; and,
 - (b) a document preparation fee of Seventy-five Dollars (\$75.00) plus applicable taxes upon the execution of this Agreement.

Maintenance Costs

5. ONTC and the Municipality shall pay their share of the expenses for maintaining the Crossing as follows:
 - (a) The Municipality shall pay the cost of all Crossing materials except those described in (b), which materials shall include, but not be limited to, crossing timbers, mud rail, fill, signs and drainage;
 - (b) ONTC shall pay for the cost of all components of the track structure for the Crossing, including track ties, spikes, tie plates and rail;
 - (c) The Municipality and ONTC shall share equally the cost of labour and equipment expenses for the work in (a) and (b);

- (d) The Municipality and ONTC shall share equally the cost of labour, material and equipment expenses incurred by ONTC in placing, removing, maintaining and repairing signs and crossing protection for the Crossing; and,
 - (e) The Municipality shall pay all costs related to flagging, field work, field inspection and detouring of highway traffic related to the work in (a) and (b).
6. The Municipality and ONTC shall share equally the cost of clearing of sight lines to the Crossing.
 7. The Municipality shall pay all costs for snow removal.
 8. The Municipality shall, at its own expense and in a manner approved by ONTC, construct and maintain the necessary approaches for the Crossing including the grading, ditching, and installation of pipe culverts or other necessary bridging over ditches and all other works required for the approaches to the Crossing except those works provided for in section 5(d) of this Agreement (collectively, the “Approaches”), and shall repair and maintain the Approaches. The work on the Approaches shall be completed in accordance with the applicable standards for grade crossings.
 9. If ONTC considers that the Municipality has failed to properly construct or maintain the Approaches ONTC may by notice in writing to the Municipality, direct the Municipality to make such modifications or repairs as are in the opinion of ONTC necessary. Should the Municipality fail within forty-eight (48) hours from the dispatch of such notice to comply with such request from ONTC, ONTC may forthwith proceed to do the necessary work and the cost of all labour and all materials and equipment necessary or required for such repairs or renewals shall be paid for by the Municipality.

Ownership of Crossing Materials

10. ONTC shall be the owner of all materials used in the Crossing including the Crossing timbers.

Operational Issues

11. Interference with Use: The Municipality shall not interfere with ONTC’s operation, maintenance or use of its rail right-of-way. The Municipality shall ensure that there are no obstructions, visual or otherwise, which may impede the use and view of persons using the rail right-of-way and track. Notwithstanding any other provision of this Agreement, ONTC shall have the paramount right at all times to the tracks, rail right-of-way and the land at the Crossing.
12. Work on Crossing: The Municipality shall not perform any work on the track structure, including the ties, rails or ballast, at any time.

13. Inspections: The Municipality shall conduct regular inspections of the Crossing and will promptly advise ONTC in writing of any unsafe or dangerous situations or conditions, including any build-up of dirt, ice, snow or debris on the Crossing surface.
14. Winter Control: The Municipality shall ensure that the Approaches to the Crossing are properly plowed, salted and sanded in winter months as is necessary in order to ensure safe passage over the Crossing.
15. Removal from Crossing: ONTC shall perform all work required to keep the track structure free and clear of dirt, ice, snow and debris at ONTC's sole discretion. The Municipality shall pay ONTC for all costs incurred by ONTC for removal of any build-up of dirt, ice, snow and debris at an amount to be reasonably determined by ONTC. Notwithstanding the foregoing, nothing in this section imposes any obligation or responsibility or liability upon ONTC with respect to inspecting the Crossing or removing any dirt, ice, snow and debris from the Crossing. The Municipality shall indemnify and save ONTC harmless from all claims brought against ONTC based on or arising from an alleged failure of ONTC to inspect properly or at all the Crossing or to remove any dirt, ice, snow and debris from the Crossing.
16. Obstruction: The Municipality shall not in any way obstruct the Crossing or the sight lines at the Crossing.
17. Flagging: The Municipality acknowledges that, flagging protection is required at all times its employees or contractors are performing work over, under or upon the railway right-of-way in accordance with the ONR Railway Flagging Protection Policy and the ONR Contractor Procedures. If there is an emergency which requires work over or upon the railway right-of-way, the City shall not have automatic, immediate and unimpeded access to the railway right-of-way and must provide ONTC with advance notice of any requirement for flagging protection. In the event of such a situation, ONTC will cooperate with the Municipality on a priority basis.

Limitation of Liability

18. The Municipality shall assume all liability for any injury, loss or damages suffered by employees or contractors of the Municipality while entering upon the lands of ONTC for the purpose of construction, inspection, maintenance, repair to or use of the works of the Municipality, or the Crossing. ONTC shall not be liable for any injury, loss or damages suffered by employees or contractors while on the Crossing or the ONTC rail right-of-way unless such injury, loss or damages was caused by the negligence of ONTC or its employees or contractors.

Damage to ONTC and ONTC User Property

19. The Municipality shall make full and complete compensation to ONTC for any damage to ONTC's property or that of any other user of ONTC's property or for any bodily injury or

death to any person caused by an act or omission of the Municipality or of any of its officers, employees, servants, agents, contractors, public users or invitees or those for whom it is at law responsible while using the Crossing and for damage attributable to the equipment being used on the Crossing that is owned or operated by the Municipality, its officers, employees, servants, agents, contractors, public users or invitees or those for whom it is at law responsible.

Environmental Contaminants

20. The Municipality shall not cause or permit any Hazardous Substances to be located, stored, disposed of, produced, processed, deposited, released, discharged or incorporated in, on or under any part of the ONTC rail right-of-way. The Municipality hereby covenants and agrees at all times to comply with the requirements of all Environmental Laws and to remove from the ONTC rail right-of-way, immediately upon demand, any Hazardous Substances introduced thereto by the activities of the Municipality or the public users of the Crossing and to reimburse ONTC for any costs it incurs in respect of the removal of any such Hazardous Substances. For greater certainty, the Municipality shall have no responsibility under this paragraph for environmental contaminants existing in the ONTC rail right-of-way prior to the Municipality entering upon the ONTC rail right-of-way except for any existing environmental contaminants that have migrated to the ONTC rail right-of-way from adjacent lands owned by the Municipality. Notwithstanding any provision of law to the contrary, any environmental contaminants placed or permitted on or under the ONTC rail right-of-way by the Municipality in breach of this paragraph shall remain the property of the Municipality. The obligations of the Municipality under this paragraph shall survive the expiry or other termination of this Agreement.

Inspection

21. The Municipality acknowledges having personally inspected the Crossing and having full notice and knowledge of the position, condition and location of the said Crossing and of the general condition of the same and to have considered all the same in the light of possible loss, cost or damage arising therefrom.

Indemnity

22. The Municipality shall indemnify ONTC and ONTC Indemnitees and save ONTC and ONTC Indemnitees harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses (including the effect of any applicable environmental legislation) which may arise by reason of the exercise of the rights and privileges granted to the Municipality or as a result of any breach of the terms of this Agreement by the Municipality or by any act or omission of the Municipality or those for whom the Municipality is at law responsible, including all legal costs and expenses reasonably incurred by ONTC and ONTC Indemnitees in connection with the defence or settlement of any such claim, unless such

claim or damage is caused by the negligent act or omission of ONTC or those for whom it is in law responsible. For the purposes of enforcement of this indemnity, ONTC is acting as an agent for the ONTC Indemnitees.

23. The Municipality shall waive against ONTC, its officers, employees, agents, or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement and for any injury to or death of any person or for any loss of or damage to any property belonging to the Municipality or its employees, servants, agents, invitees, licensees, contractors or public users unless caused by the negligent act or omission of ONTC, its employees, officers, agents, contractors or those for whom it is at law responsible.
24. The Municipality shall indemnify and save harmless ONTC from all taxes, rates and assessments of every description or kind which may at any time be levied or imposed by reason of the licenses granted in this Agreement.
25. Notwithstanding anything else in this Agreement, any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the duration of this Agreement, shall be void and of no legal effect.

Insurance

26. The Municipality shall, at its own expense, obtain and maintain in full force and effect, throughout the entire term of this Agreement, the following insurance policies:
 - (a) Commercial General Liability insurance to a policy limit of at least five million dollars (\$5,000,000.00) in primary and umbrella/excess liability policy including but not limited bodily injury, property damage, personal injury, product liability, tenants legal liability, contractual liability, owners and contractors protective, contingent employer's liability, non-owned automobile liability, cross liability and severability of interest clause. The policy shall contain a waiver of subrogation in favour of ONTC and shall include "Ontario Northland Transportation Commission" as an additional insured; and,
 - (b) Automobile Liability insurance with respect to owned or leased vehicles, having a policy limit of at least two million dollars (\$2,000,000) inclusive per occurrence.
27. The Municipality shall provide to ONTC a certificate(s) of insurance, as well as renewal certificates thereafter for the duration of the Agreement, evidencing that the required coverages are in full force and effect before the commencement of the Agreement, and such certificates shall contain a provision to the effect that the insurance policies cannot be cancelled without providing ONTC with at least thirty (30) days prior written notice.

28. Nothing in this Agreement shall derogate from any obligations the Municipality may have under any contracts of insurance or under any applicable law.

Termination

29. In addition to the mutual agreement to terminate set out in section 3, if the Municipality is in default or breach of any condition or provision of this Agreement or shall fail to pay any amounts due to ONTC, ONTC may terminate the Agreement forthwith by written notice.

Decommissioning

30. At the expiration of this Agreement howsoever determined:

- (a) the Municipality shall forthwith at the Municipality's sole expense, decommission the Approaches to the Crossing to the satisfaction of ONTC; and,
- (b) ONTC shall restore ONTC's rail line to a level, clean and working condition satisfactory to ONTC.

31. Should the Municipality fail to decommission the Approaches within three (3) months of the expiration of this Agreement, then, without limiting any other remedy available to ONTC under this Agreement or at law, and without providing prior notice to the Municipality, ONTC may proceed to perform the work to decommission the related approaches and the costs, in an amount to be determined by ONTC, of all labour and materials and equipment necessary or required for such work shall be paid by the Municipality. Should ONTC perform such work or have such work performed, then the Municipality acknowledges and agrees that ONTC and any director, officer, employee, agent, representative or contractor of ONTC shall not be liable for any loss of or damage to any property or equipment of the Municipality or any third party, or any cost or expense related thereto, even if caused by the negligent act or omission of ONTC or those for whom ONTC is in law responsible.

Survivorship

32. Sections 15, 18 to 20 and 22 to 25 shall survive the expiration of this Agreement.

General

33. ONTC and the Municipality shall from time to time and upon every reasonable written request to do so, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement.

34. If a Party fails to perform all or part of its obligations under this Agreement (other than for delay in the payment of money due and payable hereunder) due to an Event of Force Majeure (as defined in Section 1) the performance of such obligations shall be suspended for the period during which such performance is affected by the Event of Force Majeure provided that the Party prevented from rendering such performance notifies the other Party immediately and furnishes details of the commencement and nature of such Event of Force Majeure.
35. In the event of a conflict or inconsistency in any provisions in this Agreement, the main body of the Agreement shall govern over the Schedules to the Agreement.
36. If any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then that provision shall be fully severable. This Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unenforceable provision.
37. The headings in this Agreement are for convenience of reference only and in no manner modify, interpret or construe this Agreement.
38. Unless the context otherwise requires, words importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
39. Except as otherwise provided herein, all dollar amounts referred to in this Agreement are expressed in Canadian funds.
40. Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, ONTC Address to the attention of ONTC Representative and to the Municipality Address to the attention of the Municipality Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.
41. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

42. This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes any and all prior agreements, negotiations, representations and understandings whether written or oral between the parties. This Agreement may not be released, supplemented or modified in any manner except by a further written agreement signed by a duly authorized officer or representative of each of the parties.
43. Except as may be specifically agreed to by the parties, time shall be of the essence in this Agreement.
44. Each party represents and warrants to the other that it is a validly existing legal entity under the laws of its relevant jurisdiction, and it has taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into and execution, delivery and performance of this Agreement. This Agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.
45. The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever without ONTC's prior written consent, which consent may be unreasonably withheld. The Municipality agrees to notify ONTC if the Municipality intends to assign this Agreement to another party.
46. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
47. The parties agree that this Agreement may be transmitted by electronic mail or such similar device and that the reproduction of signatures by electronic mail or such similar device will be treated as binding as if originals, and each Party undertakes to provide the other Party with a copy of the Agreement bearing original signatures forthwith upon demand.
48. Nothing in this Agreement shall be deemed to constitute one Party an employee, servant, agent, partner of or in joint venture with the other Party for any purpose whatsoever.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their respective officers duly authorized in that behalf.

Date: _____

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

per _____
Corina Moore, CEO & President

Donna Jaques, Secretary

We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE CITY OF
TEMISKAMING SHORES**

per _____
Mayor

Clerk

We have authority to bind the Corporation.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-089

Being a by-law to authorize the entering into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure under the Clean Water and Wastewater Fund for the replacement of Iron Removal Filters at the McCamus Water Treatment Plant

Whereas Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

And whereas Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate;

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. PW-021-2017 at the June 20, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Transfer Payment Agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure under the Clean Water and Wastewater Fund for replacement of the Iron Removal Filters at the McCamus Water Treatment Plant for consideration at the June 20, 2017 Regular Council meeting.

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

1. That the Mayor and Clerk are hereby authorized to enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure under the Clean Water and Wastewater Fund for replacement of the Iron Removal Filters at the McCamus Water Treatment Plant, 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 any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 20th day of June, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the “**Agreement**”), made in duplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date** as defined in section A.1.2 (Definitions)).

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Infrastructure

(the “**Province**”)

- and -

The Corporation of the City of Temiskaming Shores

(the “**Recipient**” or “**Ultimate Recipient**”)

BACKGROUND

The Government of Canada established the Clean Water and Wastewater Fund (the “CWWF”) in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule “C” (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province.

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 (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The Agreement, comprising of:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Program Funding Request
 - Sub-schedule "C.1" - Project Description, Budget and Timelines
 - Sub-schedule "C.2" - Sub-project Cost Breakdown
- Schedule "D" - Reporting
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
 - Sub-schedule "J.1" - Form of Request for Payment Form
 - Sub-schedule "J.2" - Form of Certificate from Recipient
 - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
 - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
- Schedule "K" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into in Article 3.0 (Amending the Agreement),

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

2.0 COUNTERPARTS

2.1 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.

3.0 AMENDING THE AGREEMENT

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

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 Infrastructure

Date

Name:

Title:

The Corporation of the City of Temiskaming Shores

Date

Name:

Title:

e.g., Mayor or Regional Chair, or delegate]

I have authority to bind the Recipient.

Date

Name:

Title:

I 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) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) 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) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

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

“**Aboriginal Community**” as the meaning ascribed to it in section I.1.1 (Definitions).

“**Aboriginal Consultation Record**” as the meaning ascribed to it in section I.1.1 (Definitions).

“**Agreement**” means this Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (Entire Agreement).

“**Asset**” means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

“**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.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

“Budget” means the budget described in Schedule “C” (Program Funding Request).

“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.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“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.

“CWWF” means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

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

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

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

“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).

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

“Final Progress Report” means the Final Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“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.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, appointees and employees or any agents and their respective officers and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for 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, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

“Outcomes Progress Reports” means the Outcomes Progress Reports described in Article D.3.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

“Progress Report” means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Schedule “C” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

“Reports” means the reports described in Schedule “D” (Reporting).

“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.

“Sub-project” means a Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project 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 provided in Schedule “C” (Program Funding Request).

“Total Financial Assistance” means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

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, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply 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.

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, will maintain, in writing, and will follow:

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, 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 Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), 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 will be no greater than 75% of the total Eligible Expenditures, 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 provided for in Schedule "J" (Requests 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):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
 - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (b) 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 the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not

receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any 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 Budget, or both; or
- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

A.4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (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 Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

A.4.4 Province's and Canada's Roles Limited to Providing Funds. The Parties acknowledge that the Province's role in a Project is limited to providing CWWF funds to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

A.4.5 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.4.6 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.4.7 Maximum Funds. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources, including the Funds, towards

the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding , towards the Project exceeds 25% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.8 Disclosure of Other Financial Assistance and Adjustments. The Recipient will inform the Province promptly of all financial assistance received for the Project.

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 to carry out the Project, 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 Recipient's Acknowledgement of Responsibility for Project. The Recipient will assume full responsibility for the Project including, without limitation:

- (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, without limitation, unapproved expenditures and 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) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 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.4.12 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.13 **Project Incrementality.** The Recipient acknowledges that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 **Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

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 including:
 - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
 - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (b) comply to the extent applicable with:
 - (i) its policies and procedures; 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, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 **Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for 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 provided for in Schedule “D” (Reporting), 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 an authorized signing officer.

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;
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 Inspection. The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province’s or Canada’s respective 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, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

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

A.7.4 Disclosure. To assist in respect of the rights provided for in section A.7.3 (Inspection), the

Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, 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 or Canada any control whatsoever over the Recipient's records.
- A.7.6 **Auditor General (Ontario/Canada).** 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 of Ontario pursuant to the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **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.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

- 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.9.3 **Access to Information Act.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or 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.9.4 **Information Sharing with Canada.** The Recipient acknowledges that the Province may:
- (a) request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
 - (b) share any information it receives from the Recipient pursuant to the agreement with Canada.
- A.9.5 **Open Data.** The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

A.10.0 INDEMNITY

- A.10.1 **Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.
- A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, 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 or Canada, or both, 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 or Canada under the Bilateral Agreement, at law or in equity. The Recipient, Canada or the Recipient, as applicable, 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 Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada 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 or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, CWWF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain 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 and policy aggregate. 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:
- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) upon the request of the Province, provide to the Province a copy of any 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 the Recipient owes pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

A.13.1 **Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, 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 or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), 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.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 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 provided for 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 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 provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

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 provided for 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 of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 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 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, the Recipient agrees that, and will require the same of each 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 with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (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 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), 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 (Ontario/Canada)), A.7.7 (Third Parties), A.7.8 (Project Evaluation), and A.7.9 (Calculations), Article A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada) 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), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

A.30.1 Responsibility of Federal/Responsible Authority. Without limitation to the Recipient’s obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable

agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessments) have been met.

A.31.0 ABORIGINAL CONSULTATION

A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 DISPUTE RESOLUTION

A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.

A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.

A.32.4 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.

A.32.5 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.33.0 SPECIAL CONDITIONS

A.33.1 **Special Conditions.** The Province's funding 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 and naming municipal signing officers for the Agreement;
 - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance);
 - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
 - (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
 - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
 - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
 - 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
 - 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (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	\$516,423.00
Expiry Date	March 31, 2021
Contact information for the purposes of Notice to the Province	Clean Water and Wastewater Fund Address: Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2 Phone: 647-287-7897 Fax: 416-325-7871 Email: Luke.Hillan@ontario.ca Cc : CWWF@infrastructureontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Position: Address: Phone: Fax: Email:

<p>Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</p>	<p>Position: Manager, Inter-governmental Policy Branch</p>
<p>Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</p>	<p>Position:</p>
<p>Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement</p>	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p>

SCHEDULE "C"
PROGRAM FUNDING REQUEST

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule "C.1" (Project Description, Budget and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule "C.1" (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule "C.2" (Sub-project Cost Breakdown).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.
- C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Project Specific Information).

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET AND TIMELINES

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date (YYYY/MM/DD)	Forecasted End Date (YYYY/MM/DD)	Total Eligible Cos	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
TS-001	Temiskaming Shores, City of	Replacement of Existing Iron Removal Filters at the McCamus Avenue Water Treatment Plant.	Replacement of the two existing Pressurized Iron Removal Filters (in parallel configuration), each with a capacity rating of 3928 cubic meters per day, at the McCamus Avenue Water Treatment Plant.	May 1, 2017	December 1, 2017	\$ 839,520.00	\$ 344,282.00	\$ -	\$ 172,141.00	\$ 323,097.00	\$ -

**SUB-SCHEDULE "C.2"
SUB-PROJECT COST BREAKDOWN**

Name of Recipient:	Temiskaming Shores, City of		
Unique Project ID:	TS-001		
Project Title:	Replacement of Existing Iron Removal Filters at the McCamus Avenue Water Treatment Plant.		
Project Timeline:	Start Date:	5/1/2017	
	Completion Date:	12/1/2017	

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
A	LAND				
1	Land Purchase	-		-	
B	CONSTRUCTION				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
C	FF&E				
1	Loose Furniture & Equipment	-		-	
D	CONSULTANTS/ PROFESSIONAL				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
E	ADMIN				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
F	Sub Total	-	-	-	
G	Non Rebated HST on Eligible Costs¹	-	-		
H	Rebated HST on Eligible Costs plus HST on Ineligible Costs¹	-		-	
I	PROJECT TOTAL (F+G+H)	-	-	-	

SCHEDULE “D” REPORTING

D.1.0 REPORTING

- D.1.1 **Types of Reports.** The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule “J” (Request for Payment and Payment Procedures).
- D.1.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

- D.2.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project/project” in the template below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Expenditures	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (MM/DD/YYYY)	Forecasted End Date (Updated from Project List) (MM/DD/YYYY/MM/DD)	Actual Start Date (MM/DD/YYYY)	Actual End Date (MM/DD/YYYY)

Progress Information			Risk Assessment	
Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

D.2.2 Additional Information for Progress Reports and Final Progress Reports. In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

D.3.0 OUTCOMES PROGRESS REPORTS

D.3.1 Format and Information for Outcomes Progress Reports. The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

(a) Baseline Data (2015) Template

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to “Project/project” in the table below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

Outcome	CWWF Performance Indicator
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding

	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

D.4.0 ABORIGINAL CONSULTATION RECORD

D.4.1 **Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

D.5.0 RISK ASSESSMENT

D.5.1 **Further Details on Risk Assessment.** Upon the Province written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Report.

D.6.0 CHANGES TO SCHEDULE “D” (REPORTING)

D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.

D.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the representatives of the Parties listed in Schedule “B” (Project Specific Information).

SCHEDULE "E" ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 **Definitions.** For the purposes of this Schedule "E" (Eligible Expenditures and Ineligible Expenditures):

"Eligible Investments" means the Eligible Investments described in section E.2.2 (Eligible Investments).

"Ineligible Expenditures" 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 this Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

E.2.3 Scope of Eligible Expenditures.

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
 - a. Environmental assessment costs
 - b. Engineering costs, including tendering and contract administration

- i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.
 - ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
 - c. Project management costs
 - d. Material costs
 - e. Construction costs
 - f. Contingency costs (maximum 15% - calculation excludes professional fees)
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
- iii. Cost incurred between April 1, 2016 and March 31, 2018;
- iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
- v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;

- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project;
and
- ix. Costs of completing the CWWF submission.

E.3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation, including the 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) 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 and are beyond the scope of section E.2.3(v);
- (e) 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;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) Recipient's upgrades not expressly approved by the Province;

E.3.3 Costs Over and Above Project Scope. Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. 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) design enhancements over and above those that are described for the Project.

**SCHEDULE "F"
EVALUATION**

F.1.0 PROJECT EVALUATION

- F.1.1 **Recipient's Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or CWWF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 **Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient's Participation in Project Evaluation) will be made available to the public.

SCHEDULE "G" COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

"Communications Activities" include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

"Joint Communications" are events, news releases, and signage that relate to the promotion of the Program, CWWF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province and Canada.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 JOINT COMMUNICATIONS

G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada and the Province's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general CWWF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities

related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

- G.5.3 **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.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the CWWF.

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's and the Province's contribution and be approved by Canada and the Province.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's financial contribution received for the Project.
- G.9.0 COMMUNICATING WITH RECIPIENT**
- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.
- G.10.0 ADVERTISING CAMPAIGNS**
- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”
DISPOSAL OF AND REVENUES FROM ASSETS**

H.1.0 DEFINITIONS

H.1.1. **Definitions.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

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

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an 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.** Subject to section H.2.2 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of five years from the Expiry 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 purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents 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 out below:

Where Asset 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 five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five 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 provided for in section H.2.1 (Repayment) and with the Province's prior written consent, 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 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 five complete Fiscal Years following the Expiry 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 or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, 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 Recipient agrees that the Province or Canada, in the Province's or Canada'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 section D.4.1 (Inclusion of Aboriginal Consultation Record).

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 Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada'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 or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.1.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed;
- (b) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized senior official of the Recipient;
- (c) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

J.3.2 Submission of Documents and Reports. The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund
Infrastructure Ontario
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1L5
Fax: 416-392-1906
Email: CWWF@infrastructureontario.ca

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment prior to March 31st, 2019.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after September 31st, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the

Final Progress Report and final Outcomes Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to paragraph A.4.1 (a), the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM

CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1- 416-392-1906

PROJECT INFORMATION:

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT
CLEAN WATER AND WASTEWATER (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

PROJECT INFORMATION:

Recipient Name:	_____
Unique ID#:	_____
Project Claim #:	_____
Project Claim Amount:	_____
Period Covered by Claim:	_____

I, [insert Name], the treasurer of **[insert Recipient Name]**, hereby request that OILC make a disbursement to the **[insert Recipient Name]** in the principal sum of **\$XXX.XX**, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- 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, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to 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 Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

Recipient Financial Delegated Authority

FROM:

Address:

Attention:

Email:

Tel. No.

Fax. No.

Signature

Date

SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION
CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert address of the Recipient's authorized representative]

Attention: **[insert name and title of the Recipient's authorized representative]**

Email: **[insert email address of the Recipient's authorized representative]**

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

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

RE:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized 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, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to 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 Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
 - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Sub-project Completion Date**");
 - ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - iii. was supervised and inspected by qualified staff;
 - iv. conforms with the plans, specifications and other documentation for the work;
 - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - vi. conforms with Schedule "C" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

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Final

- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards.
- 2. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
- 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
- 4. The value of substantially completed work on the Sub-project is _____
[insert the amount in Canadian dollars].

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title].**

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

(Signatures)

Name:

Witness Name:

Title:

Title:

I have authority to bind the Recipient

SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER
CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM: [insert the address of the professional engineer]

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

Email: [insert the email address of the professional engineer]

Telephone No.: [insert the telephone number of the professional engineer]

Facsimile: [insert the facsimile number of professional engineer]

RE: Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the [insert the name of the Recipient] (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I

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Final

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. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project 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 Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
 - f. conforms with Schedule “C” (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing;
 - g. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and
 - h. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

Declared at _____ (municipality/LSB/First Nations), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

**SCHEDULE “K”
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)
ATTESTATION FORM**

[insert the name of the authorized senior official of the Recipient]

[insert the name of the Recipient]

[insert the address of the Recipient]

I, **[insert name]**, attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
 - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
 - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario’s 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).

4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: _____ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: _____.

Dated, this **[insert date]**.

Signature

[insert name]

The Corporation of the City of Temiskaming Shores

By-law No. 2017-090

**Being a by-law to confirm certain proceedings of Council of
The Corporation of the City of Temiskaming Shores for its
Regular meeting held on June 20, 2017**

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 it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **June 20, 2017** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 6th day of June, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen