

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 5215-20**

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN CLERK TO SIGN ANY AND ALL NECESSARY DOCUMENTS PERTAINING TO THE ONTARIO TRANSFER PAYMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of the Environment, Conservation and Parks.

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Lord Mayor and Town Clerk are hereby authorized to execute any and all documents pertaining to the Ontario Transfer Payment Agreement between The Corporation of the Town of Niagara-on-the-Lake and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment, Conservation and Parks.
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 9TH DAY OF MARCH 2020.

LORD MAYOR BETTY DISERO

TOWN CLERK PETER TODD

ONTARIO TRANSFER PAYMENT AGREEMENT

TPON Case No.: 2020-02-1-1432232214

Other File No. 4600

THE AGREEMENT is effective as of March 1, 2020

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of the Environment, Conservation
and Parks**

(the “**Province**”)

- and -

**THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-
LAKE**

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The Agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Payment Plan
Schedule “F” - Reports, and
any amending agreement entered into as provided for in section 4.1,

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 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 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.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) 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.

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 the Environment,
Conservation and Parks**

Date

Name: Peter Taylor
Title: Director, Eastern Region (A)

**THE CORPORATION OF THE TOWN OF NIAGARA-
ON- THE- LAKE**

Date

Name: Betty Dissero
Title: Lord Mayor

I have authority to bind the Recipient.

Date

Name: Peter Todd
Title: Town Clerk

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“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.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“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.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“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 section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 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 federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws 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.

A2.2 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.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) 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;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) 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.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 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 A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; 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.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) 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 A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds 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.

A4.5 **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 payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds 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.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, 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.

A6.3 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.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", 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 A17.1, 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.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four 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, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(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.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 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 the amount provided for in Schedule "B" per occurrence. The insurance 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.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 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.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment 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 section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment 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 section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not

provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 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 A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 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 further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment 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.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, 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 from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment 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.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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 the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **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.

A16.4 **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 as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay 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.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** 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 Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **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.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **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.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **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.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **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.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **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.

A23.0 GOVERNING LAW

A23.1 **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.

A24.0 FURTHER ASSURANCES

A24.1 **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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 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.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and 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, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (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), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Project Specific Information

Maximum Funds	\$65,000.00
Expiry Date	90 days after the final report due date in Schedule “F”
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1,000.00
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of the Environment, Conservation and Parks West Central Region, Program Services</p> <p>Address: 119 King Street West, 12th Floor, Hamilton, Ontario L8P 4Y7</p> <p>Attention: Cheriene Vieira</p> <p>Email: Cheriene.vieira@ontario.ca</p> <p>Telephone: 905-869-8318</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: The Corporation of the Town of Niagara-on-the-Lake</p> <p>Address: 1593 Four Mile Creek Road, Virgil, ON, L0S1T0</p> <p>Attention: Brett Ruck</p> <p>Email: brett.ruck@notl.com</p> <p>Telephone: 1-905-651-0152</p>

Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Kyle Freeborn Position: Treasurer Address: 1593 Four Mile Creek Road, Virgil, ON, L0S1T0 Email: kyle.freeborn@notl.com Telephone: 1-905-468-3266, ext. 296
Recipient’s Canada Revenue Agency Business Number	106979487
Recipient’s TPON Registration ID	12122

Additional Provisions

- B.1 [intentionally deleted to preserve numbering]
- B.2 The following subsection is added to section 5.1:
 - (f) the Funds are being provided to the Recipient in furtherance of a public purpose as determined by the Province.
- B.3 The following article is added following Article 5.0:

6.0 TRANSMISSION

- 6.1 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).
- B.4 The following definitions are added to section A1.2 in alphabetical order:
 - “**AOC**” means Area of Concern.
 - “**BUI**” means Beneficial Use Impairment.
 - “**GM Blue Plan**” means the engineering consulting firm.
 - “**LID**” means Low Impact Development.

“**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

“**NOTL**” means Niagara-on-the-Lake.

“**Payment Plan**” means the payment plan attached to the Agreement as Schedule “E”.

“**Proceeding**” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“**RAP**” means Remedial Action Plan.

“**TPON**” means the Government of Ontario’s Transfer Payment Ontario system.

“**QRB**” means Queen’s Royal Beach.

B.5 The following subsection is added to section A2.1:

- (e) it has and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern.

B.6 Subsection A2.2(b) is deleted and replaced by the following:

- (b) taken all necessary actions to authorize the execution of the Agreement including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

B.7 The following section is added to Article A2.0:

A2.5 **TPON.** The Recipient represents, warrants, and covenants that:

- (a) it has completed its registration in TPON; and
- (b) it will update its information in TPON as needed to maintain accuracy.

B.8 Subsection A4.1(b) is deleted and replaced by the following:

- (b) provide the Funds to the Recipient in accordance with the Payment Plan, each payment being conditional upon the corresponding criteria being met and subject to adjustment pursuant to the terms and conditions of the Agreement including section A4.9; and

B.9 [intentionally deleted to preserve numbering]

B.10 The following subsection is added to section A4.2:

- (e) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law.

B.11 [intentionally deleted to preserve numbering]

B.12 [intentionally deleted to preserve numbering]

B.13 Article A4.0 is amended by adding the following new sections:

A4.7 Project Over Budget. The Recipient acknowledges that should Project expenses exceed the amount of the Funds allocated in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

A4.8 Intellectual Property. The Province is not the owner of any intellectual property generated as a result of the Agreement.

A4.9 Cash Flow Management. In order to more accurately reflect the Recipient's anticipated cash flow needs (as conveyed to the Province), the Province may delay or divide any instalment of the Funds set out in the Payment Plan. If the instalment amount is so delayed or divided by the Province, the Recipient may request another payment by providing Notice to the Province including a cash flow forecast until the next Report is due and confirmation of the amount of the Funds already spent to date. The Province may provide another payment based on the information so provided.

A4.10 Budget Flexibility. Despite subsection A4.3(c), the Recipient may apply limited Budget flexibility as described in section D.2.1 of Schedule "D".

B.14 Article A5.0 is amended by adding the following new section:

A5.3 Termination Provisions. Further to section A5.1, if the Recipient acquires goods, services, or both, with the Funds, the Recipient will use best efforts to include in any associated agreement, a termination provision that enables the Recipient to wind down the Project in a reasonable manner at minimal cost.

B.15 Article A7.0 is amended by adding the following new section:

- A7.7 Purpose of Receiving Reports.** For clarity, the Province receives Reports or other reports to confirm whether the Recipient is meeting the terms and conditions of the Agreement. The Province does not derive any advice, data or other benefit from such Reports or reports.
- B.16 Subsection A8.1(a) is deleted and replaced by the following:
- (a) acknowledge the support of the Province for the Project using the statement “This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material.”;
- B.17 Article A8.0 is further amended by adding the following new sections:
- A8.3 Open Data.** Subject to applicable laws, the Recipient gives its consent to the Province for the public release of any information provided under this Agreement including but not limited to the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds, amount of Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient, Budget and any analysis, audit or evaluation reports relating to the Project or to the Agreement performed by either Party. However, the Province and the Recipient agree that such permission does not apply to the following: NIL.
- A8.4 Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of the Environment, Conservation and Parks at one or more Project events, until permitted by the Province.
- A8.5 Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province. The placement of the logo on the Recipient’s materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.
- B.18 **Conjunctions.** Where any sections in this Agreement have been modified to add or delete an item from a list, the “and” or “or” conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.
- B.19 [intentionally deleted to preserve numbering]
- B.20 Section A10.2 is deleted in its entirety and replaced with the following:

10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section 10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

B.21 The following event is added to section A13.1:

- (e) the Recipient fails to respond to any inquiry of the Province pertaining to the *Public Sector Salary Disclosure Act, 1996 (Ontario)*.

B.22 The following consequence is added to section A13.2:

- (j) demand the repayment of an amount equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsection (f), (g) or (h), or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default;

B.23 The following subsections are added to section A16.1:

- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (a) or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (d) demand that the Recipient pay an amount to the Province equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (b) or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;

- (e) deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Recipient pay an amount equal to the amounts referred to in both subsection (b) and (d).

B.24 Article A17.0 is amended as follows:

- (a) Each of sections A17.1, A17.2 and A17.3 in Article A17.0 of Schedule “A” is amended by deleting the word “fax” wherever it appears.
- (b) A new section is added following Section A17.3 (Postal Disruption):

A17.4 **Notice by Telephone.** For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule “B”.

B.25 The following sections are added to section A28.1, Survival, in chronological order: subsection A2.1(c), section A4.7, section A4.8, section A8.3, section A8.5, subsection A13.2(j), Article A29.0, Article A32.0 and section A34.1.

B.26 The following new provisions are added following Article A28.0 (Survival)

A29.0 FIRST NATION AND MÉTIS CONSULTATION

A29.1 **Notification.** The Recipient agrees to immediately notify the Province if any First Nation or Métis community raises any concerns about the Project having a potential impact on protected rights.

A30.0 ACCESSIBILITY

A30.1 **Meetings and Events.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, events or similar, the Recipient should consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting contents and proceedings. The Recipient will use best efforts to accommodate these needs.

A30.2 **Meetings and Events Examples.** For assistance with the Recipient’s commitment pursuant to section A30.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection.

A30.3 **Venues.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for venues at which the public will be in attendance, the Recipient should consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Recipient will use best efforts to accommodate these needs.

A30.4 **Venue Examples.** For assistance with the Recipient's commitment pursuant to section A30.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms.

A31.0 ENVIRONMENTAL INITIATIVES

A31.1 **Meetings.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, the Recipient will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

A31.2 **Printing.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for printing, the Recipient will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
- (b) print or copy double-sided and in black and white when printing or copying is necessary; and
- (c) purchase paper from environmentally responsible sources.

A31.3 **Environmentally Responsible Sources.** For assistance with the Recipient's commitments under subsection A31.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council, CSA Group or Sustainable Forest Initiative.

A32.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

A32.1 **Permissions.** The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

A32.2 Consent of Legal Guardian. The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

A33.0 [intentionally deleted to preserve numbering]

A34.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

A34.1 MFIPPA. The Province acknowledges that the Recipient is bound by MFIPPA 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 MFIPPA.

- END OF ADDITIONAL PROVISIONS -

SCHEDULE “C” PROJECT

C.1 BACKGROUND

QRB, which is identified as the only public swimming beach within the boundaries of the Niagara River AOC. The Beach Closings BUI has been listed as impaired due to poor historical water quality since the very first Niagara River Remedial Action Plan (RAP) Stage 1 Report (1993).

Recent source-tracking efforts identified the high priority source(s) of contamination affecting water quality at the beach and actions required to improve water quality at the beach, including (but not limited to) an area located within Simcoe Park, where three storm outlets all having confirmed sources of human *E. coli* with levels ranging from 64-367 CFU/100 mL in all grab samples. A key recommendation of the source-tracking study to minimize bacterial contamination and improve water quality is the installation of a bioswale in Simcoe Park where these three storm outlets meet to filter water before it re-enters the storm system.

Over the past three years, these track-down studies also identified key remedial actions needed to address the various issues impacting QRB. The studies identified locations within the Town of NOTL that had issues with stormwater, sewage, infrastructure, wildlife sources, and improper sewer connections that were allowing sources of e.coli/sewage into the storm systems leading to the beach and impacting QRB. With the detailed information from the study report, the RAP partners can now proceed with implementing the priority remedial actions required to improve the Niagara River’s water quality in order to re-designate the Beach Closings BUI to Not Impaired—eventually leading to the AOC being delisted. The activities that will be implemented through this project are critical for making progress on addressing the stormwater issues related to Beach Closings for the Niagara River.

C.2 PROJECT OBJECTIVE

The objectives of the Project are to improve the water quality conditions at QRB, monitor water quality to measure that remediation activities are successful, communicate beach postings and best practices for reducing risk of illness in recreational users, and advance the completion of remaining actions for the Niagara River RAP with respect to the Beach Closings BUI.

C.3 SCOPE OF PROJECT

The Recipient will complete the following remedial activities in support of addressing the Beach Closings BUI:

C.3.1 The Recipient will construct a bioswale in Simcoe Park to treat and filter the stormwater and reduce both sediment and fecal pollution.

C.3.2 The Recipient will complete water quality sampling (levels of *E. coli* and human DNA marker) at QRB and the nearby storm outfall to monitor and confirm the impacts of remedial actions.

C.3.3 The Recipient will developing and install signage at QRB to communicate water quality status and best practices for reducing potential risk of illness from recreational contact with waters.

C.3.4 The Recipient will report to the public and/or RAP community on the remedial actions and the results of the monitoring.

C.4 TIMELINES

The following are the timelines for the Project:

Project Activity/Sub-activity	Start Date	End Date
Construct a bioswale (Section C.3.1)	1-Mar-20	22-May-20
Complete a monitoring program (Section C.3.2)	4-May-20	2-Oct-20
Develop and install signage at QRB (Section C.3.3)	1-Apr-20	June 30, 2020
Report to the RAP community/public (Section C.3.4)	15-May-20	25-Sep-20

C.5 PROJECT PARTICIPANTS

The Project will be undertaken by the following Project team members:

Organization	Participant Name and Title	Role and responsibility of the participant/organization in the Project
Corp of the Town of NOTL	Brett Ruck	Overall project/program manager
GM BluePlan Engineering	Carla Coevert	Quality control over Monitoring Program and engineering assistance
Corporation of the Town of NOTL	Brandon Enns	Program support and administrative

Corp of the Town of NOTL	Kyle Freeborn/Amy Sager	Financial Administration
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Should there be any changes to the above-noted Project team members, the Recipient will advise the Province forthwith. Changes include additions, replacements and vacancies.

C.6 PERFORMANCE MEASURES AND TARGETS

C.6.1 Scope Obligations

The following summarizes the goods, services or other outputs that the Recipient will be producing in undertaking the Recipient's Project.

Description of Products	Number (per C.3)
Number of Bioswales constructed (C.3.1)	One
Number of Monitoring programs (C.3.2)	One
Number of signs (C.3.3)	One-three
Number of presentations to RAP/public(C.3.4)	One

C.6.2 Targets to Measure Success

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to measure its success in meeting the Project objective(s):

Objective(s)	Performance Measures	Performance Targets
Improved water quality to QRB	Installation of bioswale	Water quality data shows lower e.coli/contamination
Monitoring shows effect of remedial actions	Monitoring program delivered May-Sept. 2020	Results are compiled for monitoring program.
Improved education regarding beach closings	Information available at the site.	Signage installed at beach.
Outreach to RAP community/public	Public/RAP community are informed at meeting(s)	One-two presentations made at RAP community meetings.

- END OF PROJECT DESCRIPTION AND TIMELINES -

SCHEDULE "D"
BUDGET

D.1 BUDGET TABLE

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions				G Balance to be secured
			C Recipient	D Cash	E In-kind	F Requested	
STAFF							
Corp of NOTL Program Manager	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Students for monitoring program	\$80,000.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Town Technician	\$25,000.00	\$4,500.00	\$15,500.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Sub-total	\$110,000.00	\$44,500.00	\$60,500.00	\$5,000.00	\$0.00	\$0.00	\$0.00
GOODS							
Construction materials	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00
Sub-total	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00
SERVICES							
WQ Sampling	\$8,600.00	\$4,500.00	\$500.00	\$3,600.00	\$0.00	\$0.00	\$0.00
DNA Sampling 4 sites x 3 samples / site x 4 events. 2 dry 2 wet	\$16,000.00	\$14,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
Landscape design/construction contractors	\$24,400.00			\$24,400.00			\$0.00
Signage	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Catch Basin Cleaning- 32 catch basins cleaned weekly for 20 weeks at \$25/basin	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-total	\$67,000.00	\$20,500.00	\$16,500.00	\$30,000.00	\$0.00	\$0.00	\$0.00

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions				G Balance to be secured
			C Recipient	D Cash	E In-kind	F Requested	
CONSULTANTS							
Engineering	\$25,000.00	\$0.00	\$15,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00
Sub-total	\$25,000.00	\$0.00	\$15,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00
EQUIPMENT/CAPITAL ITEM RENTAL							
Flow monitoring equipment rental	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
Sub-total	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
OTHER							
In House contracting of work, 3 operators, 2 equipment operators and a lead hand to complete small construction	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-total	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$252,000.00	\$65,000.00	\$107,000.00	\$80,000.00	\$0.00	\$0.00	\$0.00

D.2 NOTES TO BUDGET TABLE

D.2.1 Budget Table Columns

- (a) **Total Project Amount.** In the event that the budget for the Project exceeds the total amount for column A by 10%, the Recipient will notify the Province forthwith.
- (b) **Standard Budget Flexibility.** The Recipient may move Funds between expense lines in column B, Amount from the Funds, in the Budget table in section D.1 without approval from the Province, except as limited below:
- (i) Funds in column B, Amount from the Funds, cannot be moved to any expense lines under the Budget category “Other” (if any);
 - (ii) The Recipient may not reduce the Funds allocated to any expense line by more than ten percent (10%) of its allocation as shown in the Budget table; and
 - (iii) The Recipient may not increase the Funds allocated to any expense line by more than twenty percent (20%) of its allocation as shown in the Budget table.
- (c) [intentionally deleted to preserve numbering]
- (d) [intentionally deleted to preserve numbering]
- (e) **Confirmed cash contributions.** The Recipient confirms that it has received or will receive cash contributions for the Project, as shown in column D, from Environment and Climate Change Canada (\$80,000.00) and has provided the Province with proof of same.
- (f) [intentionally deleted to preserve numbering]
- (g) [intentionally deleted to preserve numbering]
- (h) **Acknowledgement.** The Province acknowledges that the Recipient may, in its sole discretion, reallocate the amounts in columns C, D, E and F, among the expense lines in the Budget table. The Recipient acknowledges that should such reallocations be made, the Province may reassess its contribution to the Project and take such actions as permitted in accordance with the Agreement.

D.2.2 Expense Eligibility

The following Budget notes are intended to provide clarity to the Recipient on how the Funds may be spent.

- (a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds, unless explicitly stated otherwise in this Agreement:
- (i) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;
 - (ii) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;
 - (iii) **Non-Project costs** – any costs not directly related to the Project;
 - (iv) **Pre-Project costs** – any costs incurred prior to the Effective Date;
 - (v) **Purchase of equipment or capital items** – tangible property that has a lifespan longer than one year or the length of the Project, whichever is less, but does not include consumables or items with a value less than \$100;
 - (vi) **Overhead** – fixed or variable costs incurred by the Recipient regardless of the Project (e.g. mortgage, rent, insurance, hydro for the Recipient’s regular operations, except for staff);
 - (vii) **Honoraria** – amounts voluntarily paid by the Recipient for services or other contribution to the Project;
 - (viii) **Refundable expenses** – costs deemed ineligible in accordance with section A4.6 of Schedule “A”; and
 - (ix) Any costs which the Province informs the Recipient it considers, in its sole discretion, to be an inappropriate expenditure of public funds.
- (b) **Consultants** – Consultant costs may include reasonable disbursements in addition to fees. However, the Funds may not be used for costs that would otherwise be ineligible or beyond the limits set by this Agreement (e.g. mileage limits) if they were directly incurred by the Recipient. In addition, the Funds may not be used for: None.
- (c) **Services** – Costs for services may include reasonable disbursements in addition to fees. However, the Funds may not be used for the following disbursements: None.

D.2.3 Pre-Agreement Procurements

- (a) Engineering services for (under “Consultants”) – The Recipient has already selected GM Blue Plan Engineering] as the supplier of the Engineering Services. The Recipient confirms that it has provided the Province with a description of the procurement process and a justification for the selection of the preferred supplier which evidences the best value for money.

- END OF BUDGET -

**SCHEDULE “E”
PAYMENT PLAN**

E.1 PAYMENT TABLE

CRITERIA	AMOUNT
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$30,000.00
Following Province approval of first interim progress report and financial progress report as set out in Schedule “F”	\$20,000.00
Following Province approval of final report as set out in Schedule “F”	\$15,000.00
TOTAL	\$65,000.00

NOTE: The amounts above may be adjusted pursuant to the terms and conditions of the Agreement, including section A4.9 (as found in section B.13 of Schedule “B”).

- END OF PAYMENT PLAN –

SCHEDULE “F” REPORTS

F.1 REPORT TABLE

Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient's receipt of notification that it will be receiving additional funding for the Project
2. Procurement Report(s)	Immediately following selection of preferred proponent if applicable
3. Interim Progress Report(s)	#1 - 07/08/2020
4. Financial Progress Report(s)	Not applicable <input checked="" type="checkbox"/>
5. Final Report	12/31/2020
6. Reports as specified from time to time	On a date or dates specified by the Province.

F.2 REPORT DUE DATE

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to March 31.

F.3 REPORTING TEMPLATES

When reporting to the Province, the Recipient will use the templates provided by the Province (if any).

F.4 SUPPORTING DOCUMENTATION

For clarity, the Province may request supporting documentation from the Recipient as part of the Reports submitted as described in this schedule.

F.5 REPORT DETAILS

F.5.1 Additional Funding Reports. Additional Funding Reports will set out:

- (a) an accounting of any other funding received or to be received by the Recipient if not already set out in the Agreement, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting; and
- (b) confirmation that there is no overlap of funding from the Province and from the other funding entities.

F.5.2 Procurement Reports. Procurement Reports will set out:

- (a) a description of the procurement process followed by the Recipient to acquire goods or services required to perform the Project; and
- (b) a justification for the selection of the preferred proponent which evidences value for money, including, if applicable, confirmation from the supplier that they are the sole supplier of the goods.

F.5.3 Interim Progress Reports. Interim Progress Reports will set out:

- (a) actions undertaken to the date of the report including key milestones achieved, with reference to specific paragraphs of section C.3 (Scope of Project) including the performance measures listed in section C.6.1;
- (b) progress achieved to date on the performance targets listed in section C.6.2 and how they relate to the objective(s)/desired outcomes of the Project identified in section C.2;
- (c) for any staff position covered in whole or in part by some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (d) any variances from the timelines, the reasons for such variances and the strategy used to correct the variances; and
- (e) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim progress report, signed by the Chief Operating Officer, the Board chair or equivalent.

F.5.4 Financial Progress Reports. Financial Progress Reports will set out:

- (a) an interim accounting of all Project expenditures to date (both as a whole and specifically from the Funds) signed by the Chief Financial Officer, the Board chair or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget;

- (b) identification of Funds reallocated in accordance with section A4.10 (as found in section B.13), including rationales for the reallocations;
- (c) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization; and
- (d) a high-level monthly spending forecast (e.g. total per month) for the remainder of the Project.

F.5.5 Final Report. The Final Report will set out:

- (a) actions undertaken in carrying out the Project including key milestones achieved, with reference to specific paragraphs of section C.3 (Scope of Project) including the performance measures listed in section C.6.1;
- (b) a description of to what extent the performance targets listed in section C.6.2 were met;
- (c) a description of to what extent the Project objectives/desired outcomes as identified in section C.2 were met and set out lessons learned;
- (d) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (e) a final accounting of all Project expenditures (both as a whole and specifically from the Funds) signed by the Chief Financial Officer, the Board chair or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (f) an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (g) an accounting of any interest earned in accordance with section A4.4;
- (h) identification of Funds reallocated in accordance with section A4.10 (as found in section B.13), including rationales for the reallocations;
- (i) a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and

- (j) a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming Recipient compliance with the terms and conditions of the Agreement, except as disclosed in the final report.

F.5.6 **Other Reports.** The Province will specify the timing and content of any other Reports as may be necessary.

- END OF REPORTING -