

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-42

Being a by-law to authorize the signing of a Funding Agreement relative to the Canada Ontario Rural Infrastructure Fund (COMRIF) between Her Majesty the Queen in Right of Ontario and The Corporation of the Town of Amherstburg.

WHEREAS the Town of Amherstburg has applied for funding under the Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF) initiative;

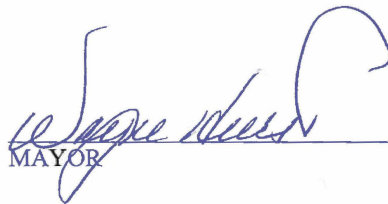
AND WHEREAS the Town of Amherstburg has received approval (File Number 13831) from the Province and is desirous of entering into an agreement which defines the terms and conditions of a financial contribution.

NOW THEREFORE THE COUNCIL OF THE CORPORATION

OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be, and they are hereby authorized and instructed to sign and affix the Corporate seal to the originals and copies of the Funding Agreement between Her Majesty the Queen in Right of Ontario as represented by the Ministry of Municipal Affairs & Housing and The Corporation of the Town of Amherstburg.
2. That the above noted agreement and schedules are attached to and form part of By-law #2006-42.
3. That this By-law shall come into force and take effect on the date of final passage thereof.

Read a first, second and third time and finally passed this 23rd day of May, 2006.


MAYOR


CLERK

CANADA – ONTARIO MUNICIPAL RURAL INFRASTRUCTURE FUND (“COMRIF”)
INITIATIVE

FUNDING AGREEMENT FOR INFRASTRUCTURE PROJECTS

Ministry of Agriculture, Food and Rural Affairs
File Number: 13831

THIS AGREEMENT made in quadruplicate as of the 21st day of July, 2006.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(referred to herein as the “Ministry”)

A N D: **The Corporation of The Town of Amherstburg**

(referred to herein as the “Recipient”)

WHEREAS the Government of Ontario is investing in Ontario’s infrastructure;

AND WHEREAS the purpose of COMRIF is to improve and renew public infrastructure in Ontario’s small urban and rural communities with populations of less than 250,000;

AND WHEREAS the priority for COMRIF is improving water, sewage treatment, waste management and local roads and bridges;

AND WHEREAS the objectives for COMRIF include ensuring that sustainable infrastructure investments enhance and renew Ontario’s aging public infrastructure, improve the quality of the environment; protect the health and safety of citizens; support long-term economic growth; and build strong, sustainable communities by giving municipalities the tools they need.

AND WHEREAS Recipients under COMRIF may choose to apply for funding for Projects in the categories of water, wastewater, waste management, local roads and bridges, public transit, cultural, recreation, tourism, environmental energy improvements and connectivity;

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution to assist with the Project under COMRIF which is being administered by the Ministry;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

SECTION 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

"Act" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

"Adjust the Financial Assistance" means adjust the amount of the Financial Assistance on the Project or the amount of financial assistance for any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s) or initiative(s) (either current or future), and/or require repayment for some or all of the Financial Assistance of the Project in an amount to be determined by the Ministry and within the period specified by the Ministry.

"Agreement" means this agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Allowable Financial Assistance" has the meaning given to it in Section 8.1 of this Agreement.

"Budget" means the Project budget set out in Schedule "D" hereto.

"Business Day" means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.

"Cash Flow Report" has the meaning given to it in Section 6.1 of this Agreement.

"Claim Report" has the meaning given to it in Section 6.2 of this Agreement.

"Claims Submission" has the meaning given to it in Section 6.2 of this Agreement.

"Communication Requirements" means the communication requirements set out in Schedule "I" hereto, or as directed by the Ministry from time to time.

"COMRIF Initiative" has the meaning given to it on the first page of this Agreement.

"Consultant" means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

"Contract" means a contract between a Recipient and a third party at arm's length whereby the latter agrees to provide a product or service to the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Infrastructure" means publicly or privately owned fixed capital assets in Ontario for public use or benefit.

"Licensed Marks" has the meaning given to it in Section 13 of Schedule "A" to this Agreement.

"Local Government" means a "municipality" as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority exercising any power with respect to municipal affairs or purposes in an unorganized township, but excludes municipalities having a population in excess of 250,000.

"Maximum Financial Assistance" has the meaning set out in Section 4.5 and Schedule "F" hereto.

"Ministry" has the meaning given to it on the first page of this Agreement.

"Ontario Maximum Financial Assistance" has the meaning set out in Schedule "F" hereto.

"OSTAR" means the Ontario Small Town and Rural Development Infrastructure initiative under the Canada-Ontario Infrastructure Program.

"Payment Certifier" means a payment certifier as defined in subsection 1(1) of the *Construction Lien Act* (Ontario).

"Progress Report" has the meaning given to it in Section 6.2 of this Agreement.

"Project" means the project described in Schedule "B" hereto.

"Project Schedule" means the schedule set out in Schedule "E" hereto.

"Recipient" has the meaning given to it on the first page of this Agreement.

"Senior Government" means the Ministry and the Federal Government collectively.

"Substantially Performed" has the meaning set out in and shall be determined in accordance with subsection 2(1) of the *Construction Lien Act* (Ontario).

"Total Eligible Costs" has the meaning set out in Schedule "F" hereto.

1.2 Herein, etc. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.

1.3 Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

1.4 Statutes. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the

Recipient for payment of Financial Assistance before March 31 of the year following the fiscal year in which it was incurred, such Eligible Cost shall be deemed ineligible for Financial Assistance.

- 3.6 **Clarification.** For clarity, the Recipient hereby expressly acknowledges that the inclusion of an item in the Budget does not necessarily mean that such item is an Eligible Cost. Where there is a conflict between the Budget and this Article, the provisions of this Article shall prevail.

SECTION 4 FINANCIAL ASSISTANCE

- 4.1 **Use of Financial Assistance.** The Financial Assistance is intended for and shall be used only for Eligible Costs.
- 4.2 **Basis of payout of Financial Assistance.** The Financial Assistance will be provided by the Ministry to the Recipient on the basis set out in Schedule "F".
- 4.3 **Semi-Annual Reporting.** The Recipient is required to submit semi-annual cashflow reports to the Ministry pursuant to Section 6.1 prior to the Ministry releasing any Financial Assistance.
- 4.4 **Funds advanced.** If Financial Assistance is provided to the Recipient by the Ministry prior to the Ministry receiving evidence that the associated Eligible Costs have already been paid by the Recipient, then such Financial Assistance, including all interest earned thereon, shall be deemed to remain the property of the Ministry and must be held by the Recipient in trust for the Ministry in an interest bearing account pending payment of Eligible Costs. Without limitation, any payment of Financial Assistance that is made to the Recipient without the requirement of the Recipient first providing the Ministry with either a Progress Report or a Final Report must meet the requirements of this Section.
- 4.5 **Maximum Financial Assistance.** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance.
- 4.6 **Excess funds.** Where actual costs are lower or appear likely to be lower than the total eligible expenditures identified in the Budget, or where additional funding is secured from other government sources such that the funds available to the Recipient for the Project (other than the Financial Assistance) exceed the Maximum Financial Assistance, the Recipient shall immediately notify the Ministry. The Ministry may, in its sole discretion, Adjust the Financial Assistance on the Project.
- 4.7 **Interdependent Projects.** Where implementation of the Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.8 **Recipient not carrying out Project.** The Recipient shall immediately notify the Ministry if it does not intend to carry out the Project in whole or in part as specified in Schedule "B" in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance

- 5.4 **Behaviour of Recipient.** The Recipient shall carry out the Project in an economical and businesslike manner, in accordance with this Agreement and in particular, but without limitation, in accordance with the Budget and the Project Schedule subject to any reasonable changes that the Ministry may agree to or require from time to time in writing.
- 5.5 **Competitive process.** The Recipient shall acquire and manage all equipment, services and supplies required for the Project through a transparent, competitive process that ensures the best value for funds expended. For equipment, services and supplies, the estimated cost of which exceeds \$25,000.00, the Recipient shall obtain at least three written quotes unless the Ministry gives prior written approval and:
- a) the expertise the Recipient is purchasing is specialized and is not readily available; or
 - b) the Recipient has recently researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
- 5.6 **Competitive tender.** Except as otherwise approved in writing by the Ministry, all portions of the construction component of the Project (including materials and equipment) shall be competitively and openly tendered, in the opinion of the Ministry, to competent contractors capable of completing the construction component of the Project, and the Contract must be awarded to the lowest qualified bidder or, where the bid price is not the sole specified selection criterion, the highest ranked bidder.
- 5.7 **Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Government of Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all of the applicable requirements of that Annex. In the event of any conflict between the requirements of Sections 5.5 and 5.6 of this Agreement and the requirements of this Section 5.7, the requirements referenced in this Section 5.7 shall apply.
- 5.8 **Long-term capital management plan.** The Recipient shall prepare and update annually thereafter a long-term capital asset management plan which outlines how the Recipient intends to meet its financial and other commitments for maintaining the Infrastructure on an ongoing basis, including plans to recover the full operating costs through service charges where appropriate. Upon request, the Recipient shall provide to the Ministry a copy of its then current long-term capital management plan.
- 5.9 **Final claims.** The Recipient shall submit its final claims with the required documentation for approval, cost reviews, audits and settlement within three (3) months of completion of the Project and no later than the Final Report Date or such later date as is specified in writing by the Ministry. Upon completion of the cost reviews, audits and settlement, the Ministry shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by the Ministry, the required documentation for approval, cost reviews and audits on an interim basis.

- c) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying the percentage of the Project completed;
- d) details of any variance from the Project, the Budget and/or the Project Schedule; and
- e) any other information respecting the Project that may be requested by the Ministry.

2. Claim Report. The Recipient shall provide the Ministry with a report in the form set out in Schedule "L" ("Claim Report") on the invoices received and paid for the Project as at the date of the payment request which shall contain sufficient information to allow the Ministry to assess the eligibility of that portion of the Project for which disbursement is being requested and the individual Project tasks and Milestones. The Claim Report shall include:

- a) an invoice summary, in the form prescribed by the Ministry;
- b) a list of the vendor from which the invoice was received;
- c) a description of the type of work performed for each invoice; and
- d) when requested, all original invoices and receipts for the Project.

6.3 Final Report. Within three months of the Project becoming Substantially Performed and no later than the Final Report Date or such later date as is specified in writing by the Ministry, the Recipient shall submit a final report (the "Final Report") for the Project to the Ministry in a form satisfactory to the Ministry and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. The Final Report shall include:

- a) a detailed description of the Project as completed, including photographs;
- b) particulars of how the Communication Requirements have been implemented or applied;
- c) a final unaudited financial statement showing Project expenditures and revenue, prepared by a qualified person;
- d) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying that the Project has been Substantially Performed;
- e) an invoice summary, in the form prescribed by the Ministry;
- f) a final cost summary in the form appended as Schedule M hereto;
- g) when requested, all original invoices and receipts for the Project;
- h) details of any variance from the Project, the Budget and/or the Project Schedule; and

times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) confirm the results of the Project in terms of resolving the infrastructure problems that cause an immediate and serious problem for human health or the environment.

- 7.5 *Information condition precedent for payment.*** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under the COMRIF Initiative, or any other provincial program(s) (either current or future). In addition, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 8 OVERPAYMENT

- 8.1 *Allowable Financial Assistance.*** Funds advanced to the Recipient prior to settlement in accordance with Section 5.9 of Schedule "A" of this Agreement shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, the Ministry will determine the final amount of Financial Assistance on the Project (the "Allowable Financial Assistance"). The Recipient agrees to repay to the Ministry, upon receipt of a written demand and within the period specified by the Ministry, that portion of the total of the funds advanced that exceeds the Allowable Financial Assistance applicable to the Project, as determined by the Ministry, as well as any funds used for a purpose other than that stated in the terms of this Agreement, as determined by the Ministry.
- 8.2 *Deduction of overpayment.*** The Ministry may deduct any overpayment of Financial Assistance pursuant to Section 8.1 made on the Project from financial assistance payable on any other project(s) of the Recipient under the COMRIF Initiative or any other provincial program(s) (either current or future). Any overpayment made on any other project(s) of the Recipient under the COMRIF Initiative or any other provincial program(s) (either current or future) may in turn be deducted from Financial Assistance payable on the Project.
- 8.3 *Interest on overpayment.*** The Ministry reserves the right to demand interest on any overpayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.

SECTION 9 INSURANCE AND BONDING

- 9.1 *Insurance.*** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to the Ministry:
- a) Comprehensive general liability insurance to an inclusive limit of not less than five million (\$5,000,000.00) dollars per occurrence for property, damage, bodily

10.1 Ministry not liable. In no event shall the Ministry be liable for:

- a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents, or Consultants, arising out of or in any way related to this Agreement or the Project; nor
- b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or Consultants arising out of or in any way related to this Agreement or the Project.

10.2 Recipient to indemnify. The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

10.3 Further Indemnity. The Recipient further agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

SECTION 11 TRANSFER AND OPERATION OF INFRASTRUCTURE

11.1 Transfer of ownership. Unless otherwise agreed to by the Senior Government, the Recipient will retain title to, and ownership of, the Infrastructure resulting from the Project for at least ten (10) years after Project completion.

11.2 Repayment. In the event that at any time within ten (10) years from the date of completion of the Project, the Recipient sells, leases, encumbers or otherwise disposes

either a conflict of interest or a potential conflict of interest.

- 12.3 *Freedom of Information and Protection of Privacy Act.*** The Recipient acknowledges that the Ministry is bound by the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

SECTION 13 COMMUNICATION AND RECOGNITION

- 13.1 *Licensed Marks.*** The Recipient acknowledges that Her Majesty the Queen in right of Canada and Ontario is, will be or may be the owner of certain distinguishing marks comprised of designs, trademarks and official marks which have come or will come to be associated with COMRIF (all such current and future marks, being the "Licensed Marks").
- 13.2 *Acknowledgement in advertising and publicity.*** The Recipient agrees to acknowledge the Financial Assistance of the Senior Government to the Project in all advertising and publicity relating to the Project and in any construction signs and in any temporary or permanent tributes to Project donors by adhering to the Communications Requirements.
- 13.3 *Use of Licensed Marks.*** In consideration of receiving the Financial Assistance, the Recipient agrees to use the Licensed Marks as follows:
- a) the Recipient agrees to strictly use the Licensed Marks only as prescribed by the Communications Requirements and not to use any other mark or trademark in combination with any of the Licensed Marks without the prior written approval of the COMRIF Management Committee. The Recipient agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks;
 - b) the Recipient agrees to submit to the COMRIF Joint Secretariat copies of any advertisements or promotional materials containing the Licensed Marks for approval prior to any use thereof and to remove therefrom either any reference to the Licensed Marks or any element that the COMRIF Joint Secretariat may from time to time upon reasonable notice designate;
 - c) the Recipient agrees that it will not state or imply, directly or indirectly, that the Recipient or the Recipient's activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by the COMRIF Joint Secretariat and upon the direction of the COMRIF Joint Secretariat express disclaimers to that effect; and
 - d) the Recipient agrees to promptly inform the COMRIF Joint Secretariat of any suspected infringement of any Licensed Marks by a third party.
- 13.4 *Cease using Licensed Marks.*** Whether or not the Recipient is in breach of this Agreement, forthwith upon any receipt by the Recipient of a written direction from the COMRIF Joint Secretariat, the Recipient shall cease using the Licensed Marks, and without limiting the generality of the foregoing, will remove all signage and remove from

- j) if the Recipient is a Local Government or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- k) other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any funds received from Her Majesty the Queen in right of Ontario or a Crown Agency towards any aspect of the Project. Notwithstanding the foregoing, the Recipient may use funds received from the Northern Ontario Heritage Fund for the purposes of carrying out the Project; and
- l) all information provided during the COMRIF Initiative application process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, the Project, Budget and Project Schedule are as set out herein.

14.2 Representations and warranties true condition precedent for payment. Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 15 DEFAULT, ENFORCEMENT AND TERMINATION

15.1 Event of Default. Each and every one of the following events is an "Event of Default":

- a) if in the opinion of the Ministry, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the Ministry any representation or warranty made by the Recipient in this Agreement or any certificate delivered to the Ministry pursuant hereto shall be materially untrue in any respect;
- c) if an order shall be made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
- d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of the Ministry;
- e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to

expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.

- 15.5 Termination without cause.** Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of seven (7) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed and Eligible Costs already incurred and paid at the time of such termination provided that the Recipient provides a report to the Ministry that meets the requirements of a Progress Report. Such report must be received by the Ministry within three (3) months of notice of termination being given to the Recipient pursuant to this Section.

SECTION 16 NOTICE

- 16.1 Notice.** Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy, email or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "H" attached hereto or to such other person, address, facsimile number, telecopy number or email address as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile, email or other electronic means of communication, if made or given at a time when it would be received by the recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed to have been received on the third Business Day following the day on which it was mailed.
- 16.2 Representatives.** The individuals identified pursuant to Section 16.1 above will, in the first instance, act as the Ministry's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

SECTION 17 MISCELLANEOUS

- 17.1 Terms binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents and the Consultant shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in all of its Contract(s) terms and conditions similar to and not less favourable to the

- 17.11 Interest.** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.
- 17.12 Ministry and Recipient independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Ministry for any purpose whatsoever.
- 17.13 Recipient cannot represent the Senior Government.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Ministry and/or the Federal Government. The Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Ministry and/or the Federal Government, to act as an agent of the Ministry and/or the Federal Government, or to bind the Ministry and/or the Federal Government in any manner whatsoever other than as specifically provided in this Agreement.
- 17.14 Consultants.** The Ministry acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Ministry acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 17.15 Cooperation.** The Ministry and the Recipient agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavour to facilitate the implementation of this Agreement.
- 17.16 Data.** The Recipient agrees that the Ministry may, in its sole discretion, gather and compile data required under this Agreement and disclose such data to the Federal Government.
- 17.17 Priority.** Where there is a conflict between one or more of the schedules of this Agreement, the following order of priority shall apply: Schedule "A", Schedule "C", Schedule "B" and all other schedules.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "C"
ELIGIBLE COSTS

C.1 ELIGIBLE COSTS

C.1.1 Eligible Costs are all direct costs that, in the opinion of the Ministry, are:

- a) Properly and reasonably incurred by the Recipient and no other person; and
- b) Paid under a Contract for goods or services necessary for the implementation of the Project.

C.1.2 Eligible Costs may only include:

- a) Costs incurred after November 15, 2004 (in respect of a non-OSTAR carry-over Project) **OR** Costs incurred after May 6, 2004 (in respect of an OSTAR carry-over Project), and no later than March 31, 2009, as the case may be;
- b) The capital costs of acquiring, constructing or renovating a fixed capital asset;
- a) The costs incurred for professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing, or construction of the Project Infrastructure asset and related facilities and structures;
- b) The costs of environmental assessments, consisting of the engineering costs directly related to implementing the preferred solution selected under the environmental assessment process, required to undertake the Project Infrastructure, and follow-up investigations, as required by the *Canadian Environmental Assessment Act* and the *Environmental Assessment Act (Ontario)*;
- c) The costs of any public announcement and official ceremony, or of any temporary or permanent signage, as set out in this Agreement;
- d) The costs of bridge inspection reports incurred after November 15, 2004, that are completed in respect of the Project in accordance with the Ontario Structure Inspection Manual; and
- e) Other costs that are direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Ministry.

C.1.3 The cost of the Recipient's employees or equipment may be included in its Eligible Costs if:

- a) The Recipient is a rural or isolated Local Government;

SCHEDULE "D" BUDGET

(a) Project initiation date: _____ March 2004 _____

(b) Anticipated Project completion date: _____ March 2009 _____

(c) Fill in the following table where appropriate:

ESTIMATED COSTS

Project phase	Eligible Costs
1. Construction	\$13,510,363.00
2. Preliminary engineering (Environmental Assessment, stages 5 -)	\$175,000.00
3. Engineering (final design/supervision)	\$1,677,549.00
4. Project management	\$494,013.00
5. Surveys	
6. Miscellaneous	\$75,000.00
7. Sum of (1 to 6)	\$15,931,925.00
8. Grants from other sources (specify)	
9. Total eligible cost (7 minus 8)	\$15,931,925.00

(d) Complete the following table:

CASH FLOW BASED ON ESTIMATED COSTS
TOTAL IN TABLE (c) MUST BE EQUAL WITH LINE 9 OF ESTIMATED COSTS

Quarter	(April - June) Q1	(July - Sept.) Q2	(Oct. - Dec.) Q3	(Jan. - March) Q4
2004/05			\$17,857.00	\$17,857.00
2005/06	\$17,857.00	\$17,857.00	\$17,857.00	\$17,857.00
2006/07	\$59,025.00	\$91,168.00	\$141,168.00	\$191,168.00
2007/08	\$604,942.00	\$604,942.00	\$2,808,240.00	\$2,808,240.00
2008/09	\$2,808,240.00	\$2,808,240.00	\$2,808,240.00	\$91,170.00

SCHEDULE "F"
FINANCIAL ASSISTANCE

Total Eligible Costs:	\$15,931,925.00
Federal Maximum Financial Assistance:	\$5,310,642.00
Ontario Maximum Financial Assistance:	\$5,310,642.00
Maximum Financial Assistance:	\$10,621,284.00

The Ministry will hold back 10% of the Maximum Financial Assistance, the release of which shall be contingent on submission of the Recipient's Final Report detailing the progress and status of the Project and substantiating that the Project has been Substantially Performed. Such report must contain the information required in the Final Report as set out in Section 6.3 of Schedule "A" of this Agreement. The Ministry is not obligated to pay interest on the holdback or any other payments under this Agreement.

MINISTRY COLLABORATES WITH CLIENT ON AN APPROPRIATE PROJECT SCHEDULE

Section 13 (Communication and Recognition) of Schedule "A" of this Agreement, with appropriate changes, in relation to the Federal Licensed Marks.

7. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
8. Notwithstanding any provisions of this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act (Canada)*.
9. All of the provisions of this Schedule "G" shall survive the expiration or early termination of this Agreement.
10. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental Assessment Act" and any Project-specific environmental mitigation measures as communicated to the Recipient by the Federal Government.
11. The Recipient acknowledges and agrees that the Federal Government may, in its sole discretion, exercise the Ministry's right to monitor the Project, perform audits and/or gather data pursuant to the terms and conditions of this Agreement.

SCHEDULE "I"

COMMUNICATIONS REQUIREMENTS

Unless specified otherwise in Schedule "G", for the purposes of this Schedule "I" the Recipient shall follow these communications requirements.

Purpose of Schedule

This Schedule describes the Recipient's responsibilities and financial obligations involved in the joint communications activities and products for the Project to recognize the contributions of the Senior Government and the Recipient.

General Principles

The Recipient will work with COMRIF officials and other partners to undertake communication activities ensuring equal recognition of all parties making a significant financial contribution to the Project.

All ceremonies, events, signs and plaques will follow these Communications Requirements and any other requirements that may be specified by COMRIF Joint Secretariat from time to time.

All parties making a significant financial contribution to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into announcements, ceremonies, signs and plaques unless the COMRIF Joint Secretariat provides otherwise.

All announcements and ceremonies will be organized jointly with equal participation from all parties making a significant financial contribution to the Project.

Both official languages will be used for public information, signs and plaques in accordance with Canada's language standards for Projects.

Signs and Plaques

The Recipient must comply with the COMRIF style guide when designing all signs and plaques as set out below:

- COMRIF style guide and digital templates are available from the COMRIF website at www.comrif.ca. For more information, please contact the COMRIF Joint Secretariat at 1-888-466-2372.

The Recipient will ensure that proofs of all Project signs and plaques are reviewed by the COMRIF Joint Secretariat before installation.

Plaques (Permanent)

- Upon completion of a Project where the Maximum Financial Assistance exceeds \$500,000, the Recipient will install a permanent plaque using acrylic, photo sublimation, cast aluminium or cast bronze. If the Maximum Financial Assistance exceeds \$1,000,000, the Recipient will install a permanent plaque using cast aluminium or cast bronze.
- Permanent plaques may follow the design outlined in the COMRIF style guide or use a style suited to the building, provided all governments and partner logos are included.
- Costs for plaques will be part of the Project's Eligible Costs in accordance with this Schedule.
- The Recipient will submit proofs of the plaques to the COMRIF Joint Secretariat for approval.
- Both official languages will be used for public information, signs and plaques when required by Canada's language standards for Projects.
- Upon completion of a Project where the Maximum Financial Assistance does not exceed \$500,000, the Recipient may, at its option, install a permanent plaque (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

Eligible Costs

External Project Signs (Temporary)

Small sign: 120 cm high by 240 cm wide/4 feet by 8 feet

Production – \$1,250
Installation – 1,000
TOTAL **\$2,250**

Large sign: 240 cm high x 480 cm wide/8 feet by 16 feet

Production – \$2,250
Installation – 2,000
TOTAL **\$4,250**

Plaques (Permanent)

Plaque: 71 cm high x 45.7 cm wide/28 inches high by 18 inches wide

Cast Bronze \$2,500 for one colour

Cast Aluminum \$2,000 for up to three colours

Engraved Acrylic \$1,500 for up to three colours

Embedded Acrylic \$400 for up to three colours

Photo Sublimation \$100 for up to three colours

- arrange for refreshments if desired; and,
- arrange for a public address system if appropriate.

Eligible Costs

A portion of a recommended event (sod turning, plaque unveiling, ribbon-cutting, official opening) will be funded in accordance with this Agreement. In order for a cost to be considered an Eligible Cost for the purposes of this Schedule, COMRIF Joint Secretariat must pre-approve the budget related to the event. No more than \$750 of Eligible Costs will be considered.

Only costs associated with events recommended by the Senior Government will be considered Eligible Costs.

The Project may be of such regional or provincial significance that it warrants a major event (such determination to be made by the COMRIF Joint Secretariat, in its sole discretion). If this is the case, specific Project budgets above \$750 in Eligible Costs may be permitted with the prior approval of the COMRIF Management Committee.

For the purposes of announcements and ceremonies, Eligible Costs include the following:

- Printing and mailing invitations
- Refreshments*
- Draping for plaque unveiling
- Project material for display and/or media kit
- Temporary signage
- Rentals such as:
 - flagpoles
 - stage
 - chairs
 - podium
 - PA system

*Only light refreshments such as coffee, tea, juice, donuts, muffins will be considered Eligible Costs.

The cost of certain items such as alcoholic beverages, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

SCHEDULE "K"
PROGRESS REPORT



Canada – Ontario Municipal Rural Infrastructure Fund (COMRIF)
Fonds sur l'infrastructure municipale rurale Canada-Ontario

Progress Report
Rapport sur l'état d'avancement des travaux

Report # / Rapport n° _____ of / de _____

File # / Dossier n° _____

Project Start Date / de début du projet : _____

Project End Date / Date de fin du projet : _____

Local Government Name / Nom de la municipalité : _____

Estimated % of Project Completion / Estimation du pourcentage des travaux réalisés : _____%

Detailed Description / Description détaillée :

Communications Requirements / Besoins en matière de communication :

Issues / Points à souligner :

Signature / Signature: _____

Date / Date: _____

**SCHEDULE " M"
FINAL REPORT**



Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF) Final Project Report
Rapport de projet final du Programme Fonds sur l'Infrastructure municipale rurale Canada-Ontario (FIMRCO)
 ONTARIO SMALL TOWN AND RURAL (OSTAR) DEVELOPMENT INFRASTRUCTURE INITIATIVE
 INITIATIVE DÉVELOPPEMENT DES COLLECTIVITÉS RURALES ET DES PETITES LOCALITÉS DE L'ONTARIO

Part 1 - Project Information / Partie 1 - Information sur le projet

Municipality/Municipalité
File Number/Numéro de dossier
Project Name/Nom du projet
Eligible Project Cost/Coût admissible du projet \$
Total Project Cost/Coût total du projet \$

Authorized Official / Responsable autorisé(e)

Name/Nom	Date/Date
Title/Titre	
I certify that the named project has been completed in accordance with the provincial - municipal agreement and that, where applicable, all identified environmental mitigation measures have been satisfactorily addressed and that supporting invoices and records are available for audit, if required. J'affirme par la présente que le projet nommé a été terminé conformément à l'accord provincial-municipal et que, le cas échéant, toutes les mesures d'atténuation environnementales nommées ont été adressées de façon acceptable et que les factures et documents d'appui sont disponibles à des fins de vérification.	
Signature/Signature :	

Part 2 - Final Report Information/Partie 2 - Information du rapport final

Breakdown of Project Costs (Categories as per Schedule 2 of Application) / Répartition des coûts du projet (Catégories selon l'annexe 2 de la demande)			
Preliminary Engineering / Conception préliminaire	\$	GROSS PROJECT TOTAL / PROJET BRUT TOTAL	\$
Engineering / Ingénierie	\$	Less G.S.T. Rebate / Moins remboursement de la T.P.S.	\$
Construction / Construction	\$	NET PROJECT TOTAL / PROJET NET TOTAL	\$
Project Management / Gestion de projet	\$		
Surveys / Sondages	\$	Project Start Date / Date du début du projet	
Miscellaneous / Divers	\$	Project Completion Date / Date de la fin du projet	
	P.S.T. / T.V.P.		\$
	G.S.T. / T.P.S.		\$

continue at top of right side - part 2 / suite de la partie 2, en haut à droite