

NEW BUILDING CANADA FUND – SMALL COMMUNITIES FUND AGREEMENT

BETWEEN:

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

(the “**Province**”)

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “**Recipient**”)

I. BACKGROUND

The Government of Canada established the Small Communities Fund (the “**SCF**”) as a component of the New Building Canada Fund under the Economic Action Plan 2013 as a renewed commitment to infrastructure priorities across Canada.

The Government of Canada has committed one billion dollars (\$1,000,000,000.00) over ten (10) years towards the SCF for projects in smaller communities that address local priorities while contributing to national or regional objectives, support economic growth, a clean environment and stronger communities.

The purpose of the SCF is to improve and renew public infrastructure in Ontario’s communities with populations under one hundred thousand (100,000) people.

The Government of Ontario has also made a renewed commitment to infrastructure within Ontario.

The Government of Canada and the Government of Ontario entered into the Canada – Ontario New Building Canada Fund Small Communities Fund Funding Agreement 2014-2024, effective November 3, 2014, which set out the rights, obligations and requirements with respect to investments under the SCF.

The Recipient applied to the SCF for funding to assist the Recipient in carrying out the Project, the Recipient is eligible to receive funding under the SCF and both Ontario and Canada wish to provide funding for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the “**Agreement**”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including

Schedule “A” – General Terms And Conditions,
Schedule “B” – Operational Requirements And Additional Terms and Conditions,

Schedule “C” – Project Description,
 Schedule “D” – Project Financial Information,
 Schedule “E” – Communications Protocol,
 Schedule “F” – Reporting Requirements, and
 any amending agreement entered into as provided for below,

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

IV. COUNTERPARTS

This 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.

V. AMENDING AGREEMENT

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

VI. ACKNOWLEDGEMENT

The Recipient:

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

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

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

Name:	Randy Jackiw	Date	
Title:	Assistant Deputy Minister (A)		

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF FORT FRANCES

AFFIX
CORPORATE
SEAL

Name:		Name:	
Title:		Title:	
Date:		Date:	

I/We have the authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting this Agreement:

- (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 this Agreement; they are for reference only and will not affect the interpretation of this Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as that statute and regulations may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles in effect in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In this Agreement, the following terms will have the following meaning

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Additional Conditions**” means the terms and conditions referred to in section 9.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“**Arm’s Length**” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement and as treated or defined under Generally Accepted Accounting Principles.

“**Asset**” means any moveable or non-moveable real or personal property constructed, rehabilitated or improved, in whole or in part, with Funds provided under this Agreement.

“**Auditor General**” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance

Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Canada” means Her Majesty the Queen in Right of Canada.

“Communications Protocol” means the protocol set out under Schedule “E” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or 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 or this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.3 of Schedule “D” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 15.1 of Schedule “A” of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“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 provided to the Recipient pursuant to this Agreement.

“Holdback” means the amount set out under section D.1.2 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, appointees, officers, employees, servants and agents as well as Her Majesty the Queen in Right of Canada, Her Ministers, appointees, officers, employees, servants and agents.

“Ineligible Costs” means those costs set out under section D.4 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Recipient is eligible to receive under this Agreement, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement and is the first date in which the Recipient may incur Eligible Costs for the Project.

“Project Completion Date” means the date set out in section B.1.4 of Schedule “B” of this Agreement and is the last date in which the Recipient may incur Eligible Costs for the Project.

“Project Investment Commitment” means the minimum financial contribution that the Recipient will provide toward completing the Project, as set out under section D.2.1 of Schedule “D” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “F” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“**Term**” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.3 Expiration Of Agreement. This Agreement will expire on the Expiration Date, unless amended or terminated prior to the Expiration Date in accordance with the terms and conditions of this Agreement.

1.4 Conflict. Subject to section 9.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2

REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with the full power to fulfill its obligations under this Agreement;
- (b) Where applicable, it has passed the requisite by-laws to enter into this Agreement and undertake the Project;
- (c) It is in compliance with all Requirements of Law and it will remain in compliance with all Requirements of Law throughout the Term of this Agreement;
- (d) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (e) It has secured the funds necessary to meet its Project Investment Commitment;
- (f) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project or it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (g) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true, correct and complete at the time the Recipient provided it.

2.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has in writing and will maintain for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for the Recipient;
- (b) Procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Decision-making mechanisms;
- (d) Procedures for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 *Proof Of Compliance Upon Ontario's Request.* Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of the Agreement.

2.5 *Additional Covenants.* The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of this Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 THE RECIPIENT AND THE PROJECT

3.1 *Project Investment Commitment.* The Recipient will invest a minimum amount equal to the Project Investment Commitment for the Project between the Effective Date of this Agreement and the Project Completion Date or the termination of this Agreement, whichever is sooner.

3.2 *Project Financing.* The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation in regards to its Project Investment Commitment changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project in the event that its Project Investment Commitment is not sufficient to complete the Project.

3.3 *Responsibility For The Project.* The Recipient acknowledges and agrees that the Recipient is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that it will not seek to hold the Province or Canada responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.

3.4 *Project Completion.* The Recipient will ensure that the Project is Substantially Completed by the Project Completion Date in accordance with the terms and conditions of this Agreement.

ARTICLE 4

FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. The Province will:

- (a) Provide the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule “D” of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

4.2 Limitation On Payment Of Funds. Despite section 4.1 of Schedule “A” of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2 of Schedule “A” of this Agreement;
- (b) The Province is not obligated to provide any instalment or payment 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 without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to Article 7 of Schedule “A” of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this 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 without liability, penalty or costs, or
 - (ii) Terminate the Agreement pursuant to section 14.1 of Schedule “A” of this Agreement;
- (e) If the Province does not receive sufficient funds from Canada, the Province is not obligated to make any payment to the Recipient, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds being provided under the Agreement and, in consultation with the Recipient, change the Project without liability, penalty or costs,
 - (ii) Recover Funds already paid to the Recipient, or
 - (iii) Terminate the Agreement in the same manner as is set out under section 14.1 of Schedule “A” of this Agreement;
- (f) The Province may impose a Holdback on any instalment of Funds and will not be obligated to pay that Holdback to the Recipient until forty-five (45) Business Days after the Province approves the Recipient’s Final Report.

4.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Use the Funds only for Eligible Costs that are directly related to the Project and are for the sole purpose of carrying out the Project; and
- (c) Not use the Funds on Ineligible Costs or to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

- 4.4 Province And Canada's Role Limited To Providing Funds.** For greater clarity, the Province and Canada's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province and Canada are not a decision-maker in regards to the Project nor is the Province or Canada responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province or Canada may conduct reviews and/or audits of the Project as provided for hereinafter or the Province issues directions, consents to changes to the Project or impose conditions upon any consents in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to name the Province or Canada as a decision-maker, advisor or manager of the Project in any matter before a third party, court, tribunal or arbitrator.
- 4.5 Provision Of Funds Does Not Obligate Province Or Canada To Assist Recipient In Obtaining Approvals, Licences or Permits.** The Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement.
- 4.6 No Changes.** The Recipient will not make any changes to the Project without providing Notice to the Province and receiving the Province's prior written consent before undertaking any changes to the Project.
- 4.7 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.
- 4.8 Recipient Earning Interest On Funds.** If the Recipient earns any interest on the Funds, the Province may:
- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
 - (b) Demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.
- 4.10 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.
- 4.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.
- 4.12 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

- 5.1 Acquisition.** If the Recipient acquires goods, services or both with the Funds, it will:
- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
 - (b) Comply with any Requirements of Law and any procurement policies that may be applicable to how the Recipient acquires goods, services or both.
- Without limiting the generality of the foregoing:
- (a) Where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient will follow its procurement policies when procuring goods, services or both; and
 - (b) Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario) and the Recipient is looking to procure goods, services or both, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient will obtain at least three (3) written quotes when procuring goods, services or both.
- 5.2 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province see fit in connection with Article 7 of Schedule "A" of this Agreement.
- 5.3 Revenue From Assets.** The Recipient will provide Notice to the Province when an Asset in any given Funding Year generates revenue that exceed its costs, including operating costs, alternative financing partnerships or public-private partnership costs and provisions for future life cycle costs. The Province may, in its sole and absolute discretion, deem the amount of revenue generated from the Asset in excess of its costs within the first five (5) years after the Project is Substantially Completed that is proportionate to the Funds provided under this Agreement to be an overpayment and the Recipient will repay that overpayment to the Province.
- 5.4 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 set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase for the time period set out under section B.1.6 of Schedule "B" of this Agreement. In the event the Recipient fails to comply with the requirements set out under this section 5.3 of Schedule "A" of this Agreement, the Province may recover its Funds from the Recipient in accordance with section B.1.7 of Schedule "B" of this Agreement. For greater clarity, the remedy provided under this section 5.3 of Schedule "A" of this Agreement does not limit any other remedies that the Province may have under this Agreement.

ARTICLE 6

CONFLICT OF INTEREST

- 6.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 Disclosure To The 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 impose as a result of the disclosure.

ARTICLE 7

REPORTING, ACCOUNTING AND REVIEW

- 7.1 Preparation And Submission.** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.8 of Schedule “B” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “F” of this Agreement, or in a form as specified by the Province from time to time;
 - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- 7.2 Records Maintenance.** The Recipient will keep and maintain for a period of seven (7) years from the Expiration Date of this Agreement:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 Inspection.** The Province and Canada, their authorized representatives or an independent auditor identified by the Province or Canada may, at their own expense, upon twenty-four (24) hours’ Notice to the Recipient 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 or Canada, their authorized representatives or an independent auditor identified by the Province or Canada may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 7.2 of Schedule “A” of this Agreement;
 - (b) Remove any copies made pursuant to section 7.3(a) of Schedule “A” of this Agreement 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.
- 7.4 Disclosure.** To assist in respect of the rights set out under section 7.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada and will do so in the form requested by the Province or Canada, their

authorized representatives or an independent auditor identified by the Province or Canada, as the case may be.

7.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.

7.6 Auditor General. For greater certainty, the Province and Canada's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 8 COMMUNICATIONS

8.1 Acknowledgement And Support. The Recipient will follow the Communications Protocol set out under Schedule "E" of this Agreement.

ARTICLE 9 ADDITIONAL CONDITIONS

9.1 Additional Conditions. The Recipient will comply with any Additional Provisions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Conditions will prevail.

ARTICLE 10 ACCESS TO INFORMATION

10.1 Access To Information. The Recipient acknowledges that the Province is bound by the *FIPPA* and that Canada is bound by the *Access to Information Act* (Canada).

10.2 Disclosure Of Information. Any information provided to the Province or Canada in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA*, the *Access to Information Act* (Canada) and any other Requirements of Law.

ARTICLE 11 INDEMNITY

11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, including claims for infringement of rights, 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 this Agreement, unless solely caused by the negligence or wilful misconduct of the Province or Canada, as the case may be.

- 11.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province and/or Canada, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 Election.** The Province and/or Canada may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province and/or Canada under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province and/or Canada. If the Recipient is requested by the Province and/or Canada to participate in or conduct the defence of any proceeding, the Province and/or Canada, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province and/or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province and/or Canada, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 12

INSURANCE

- 12.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain until the Project Completion Date, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all 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 set out under section B.1.9 of Schedule "B" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or this Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual liability coverage; and
 - (d) A thirty (30) day written notice of cancellation provision.
- 12.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in the Notice, that confirms the insurance coverage as required under section 12.1 of Schedule "A" of this Agreement.
- 12.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under this section 12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability, damages to property and injury to persons

(including death) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 13

TERMINATION ON NOTICE

13.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

13.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule "A" of this Agreement; and
 - (ii) Subject to section 4.10 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 14

TERMINATION WHERE NO APPROPRIATION

14.1 Termination For Insufficient Funds. If, as provided for in sections 4.2(d) or 4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature or from Canada for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 Consequences Of Termination For Insufficient Funds. If the Province terminates this Agreement pursuant to section 14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (c) Demand the repayment of an amount equal to any Funds provided to the Recipient, even though the Project is partially completed; and
- (d) 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 14.2(b) of Schedule "A" of this Agreement.

14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 15

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 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 term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds; or
 - (iii) Provide any and all Reports required under this Agreement;
- (b) The Recipient's operations, 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 or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

15.2 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 a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds provided under this Agreement to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 Opportunity To Remedy. If, in accordance with section 15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

15.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b) of Schedule "A" of this Agreement, 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 15.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

- 15.5 *When Termination Effective.*** Termination under this Article 15 of Schedule “A” of this Agreement will take effect as set out in the Notice.

ARTICLE 16 FUNDS AT THE END OF A FUNDING YEAR

- 16.1 *Funds At The End Of A Funding Year.*** Without limiting any rights of the Province under Article 15 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:
- (a) Demand the return of the unspent Funds; and
 - (b) Adjust the amount of any further installments of Funds accordingly.

ARTICLE 17 FUNDS UPON EXPIRY

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

ARTICLE 18 REPAYMENT

- 18.1 *Repayment Of Overpayment.*** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
- (a) Deduct an amount equal to the excess Funds from any further installments of the Funds; or
 - (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 18.2 *Debt Due.*** If, pursuant to this Agreement:
- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that 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, this section will not affect any Funds that the Recipient is holding in trust for the Province under section 4.7 of Schedule “A” of this Agreement.

- 18.3 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.
- 18.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1 of Schedule “A” of this Agreement.
- 18.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this 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.

ARTICLE 19

NOTICE

- 19.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.10 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.
- 19.2 Notice Given.** Notice will be deemed to have been given:
- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
 - (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.
- 19.3 Postal Disruption.** Despite section 19.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,
- (a) Notice to the Province by postage-prepaid mail will not be deemed to be received; and
 - (b) The Province will provide Notice by email, personal delivery or fax.

ARTICLE 20

CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 21

SEVERABILITY OF PROVISIONS

- 21.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 22**WAIVER**

- 22.1 *Waivers In Writing.*** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 23**INDEPENDENT PARTIES**

- 23.1 *Parties Independent.*** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE 24**ASSIGNMENT OF AGREEMENT OR FUNDS**

- 24.1 *No Assignment.*** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.
- 24.2 *Agreement Binding.*** All rights and obligations contained in this Agreement will extend to and be binding on the Parties’ respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 25**GOVERNING LAW**

- 25.1 *Governing Law.*** This 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 this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 26**FURTHER ASSURANCES**

- 26.1 *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 this Agreement to their full extent.

ARTICLE 27

JOINT AND SEVERAL LIABILITY

- 27.1 *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 this Agreement.

ARTICLE 28

RIGHTS AND REMEDIES CUMULATIVE

- 28.1 *Rights And Remedies Cumulative.*** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE 29

ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

- 29.1 *Recipient Acknowledges.*** The Recipient acknowledges:
- (a) It is receiving Funds from the Province and Canada for the Project and is not providing goods or services to the Province or Canada;
 - (b) That by receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act* (Ontario);
 - (c) That the Province has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
 - (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 30

JOINT AUTHORSHIP

- 30.1 *Joint Authorship Of Agreement.*** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 31

FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 31.1 *Other Agreements.*** If the Recipient:
- (a) Has committed 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 under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 32

SURVIVAL

32.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections, schedules and appendices will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Article 1 and any other applicable definitions, sections 4.2 and 4.8, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province, sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 11, sections 13.2 and 13.3, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17, Article 18, Article 19, Article 21, section 24.2, Article 25, Article 27, Article 28, Article 29, Article 30 and Article 31.

[Rest Of Page Intentionally Left Blank – Schedule “B” Follows]

SCHEDULE “B”

OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 – OPERATIONAL REQUIREMENTS

B.1.1 *Effective Date.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

B.1.2 *Expiration Date.* The Expiration Date of this Agreement is December 31, 2023.

B.1.3 *Project Approval Date.* The Project Approval Date is June 19, 2015.

B.1.4 *Project Completion Date.* The Project Completion Date is March 31, 2018.

B.1.5 *Disposal Of Assets.* There is no disposal of asset amount requirement for the purposes of section 5.4 of Schedule “A” of this Agreement.

B.1.6 *Asset Retention Period.* The Recipient will not sell, lease or otherwise directly or indirectly dispose of any Asset, other than to Canada, the Province or a Local Government (defined to mean 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 constituted pursuant to provincial legislation whose purpose is to manage municipal affairs or the affairs of areas without municipal organization) for a period of five (5) years from the Project Completion Date.

B.1.7 *Asset Retention Repayment Requirement.* The Province may demand the Recipient repay to the Province an amount up to the Maximum Funds provided under this Agreement where the Recipient fails to retain the Asset for the amount of time set out under section B.1.6 of Schedule “B” of the Agreement. Where the Province makes a demand pursuant to this section 1.7 of Schedule “B” of the Agreement, the Recipient will pay to the Province the demanded amount within the time period set out in the Notice.

B.1.8 *Submission Of Reports.* All Reports under this Agreement will be submitted to:

Name: Rural Programs Branch, Ministry of Agriculture, Food and Rural Affairs

Address: 1 Stone Road West, 4NW, Guelph, ON N1G 4Y2

Attention: Program Manager, SCF

Fax: 519-826-3398

Email: scf@ontario.ca

or any other person identified by the Province in writing.

B.1.9 *Insurance Amount.* The amount of insurance the Recipient will have for the purposes of section 12.1 of Schedule “A” of this Agreement is two million dollars (\$2,000,000.00).

B.1.10 Providing Notice. All Notices under this Agreement will be provided to:

TO THE PROVINCE

Email: scf@ontario.ca
Subject Line:
SCF-0393 Notice Under Agreement

TO THE RECIPIENT

Name: Town of Fort Frances
Address:
320 Portage Avenue
Fort Frances, ON
P9A 3P9
Attention: Doug Brown
Fax: (807) 274-8479
Email: dbrown@fort-frances.com

or any other person identified by the Parties in writing through a Notice.

B.2 – ADDITIONAL CONDITIONS

B.2.1 Aboriginal Consultation. The Province and the Recipient agree to the following:

- (a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;
- (b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;
- (c) The Recipient's obligations as the Province's delegate will include:
 - (i) Following the process set out under the Appendix to this Schedule "B" of the Agreement as it relates to consulting with any Aboriginal Group that may have an interest in the Project,
 - (ii) Taking directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to consultations, including suspending or terminating the Project, and
 - (iii) Providing a detailed description of any actions the Recipient took in relation to consultation with any Aboriginal Group that has an interest in the Project; and
- (d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with the Appendix to this Schedule "B" of the Agreement

B.2.2 Limit On Federal Funding. Despite anything else contained in this Agreement, the aggregate of all funding originating from Canada for the Project will not exceed thirty-three percent (33%) of the total Eligible Costs for the Project.

[Rest Of Page Intentionally Left Blank – Appendix To Schedule "B" Follows]

APPENDIX TO SCHEDULE “B” ABORIGINAL CONSULTATION REQUIREMENTS

B.1 – PURPOSE AND DEFINITIONS

B.1.1 Purpose. This Appendix sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

B.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty that the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

B.2 – RESPONSIBILITIES OF THE PROVINCE

B.2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

B.3 – RESPONSIBILITIES OF THE RECIPIENT

B.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of

- cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
 - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
 - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
 - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
 - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
 - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
 - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
 - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
 - (m) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
 - (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
 - (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
 - (p) Providing in any Contracts for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

B.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding anything contained in this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

B.3.3 Recipient Will Keep Records And Share Information. The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

B.3.4 Recipient Will Assist The Province. The Recipient will, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

B.4 – NO IMPLICIT ACKNOWLEDGEMENT

B.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule will be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section B.2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

B.5 – GENERAL

B.5.1 No Substitution. This Schedule will be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by

Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

B.6 – NOTICE AND CONTACT

B.6.1 *Notices In Relation To Schedule.* All notices to the Province pertaining to this Appendix will be in writing and will be sent to the person identified under section B.1.8 of Schedule “B” of this Agreement.

[Rest Of Page Intentionally Left Blank – Schedule “C” Follows]

SCHEDULE “C” PROJECT DESCRIPTION

C.1 – PROJECT DESCRIPTION

The project is for the reconstruction of Colonization Road. The work includes upgrades to the watermains, sanitary and storm sewers and associated roadwork.

SCHEDULE “D” PROJECT FINANCIAL INFORMATION

D.1 – FUNDING INFORMATION

D.1.1 *Maximum Funds.* The Maximum Funds that may be provided by the Province and Canada under this Agreement is up to One Million, Eight Hundred Ninety-Six Thousand, Forty-Six Dollars (\$1,896,046.00). This amount consists of the following:

Ontario’s Maximum Contribution	\$948,023.00
Canada’s Maximum Contribution	\$948,023.00
Maximum Funds are calculated based on the Project’s approved Total Eligible Costs	\$2,844,069.00

Percentage of Program Support

The Percentage of Program Support is fixed at 33% for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Total Eligible Costs as provided above.

D.1.2 *Holdback.* There will be a Holdback of ten percent (10%) of the Maximum Funds. The Holdback will be released upon submission and approval of all required Project documentation.

D.2 – RECIPIENT’S FUNDING INFORMATION

D.2.1 *Project Investment Commitment.* The Recipient’s Project Investment Commitment must be a minimum of ten (10) percent of the final calculated eligible Project costs as noted in the Final Report.

D.3 – ELIGIBLE COSTS

D.3.1 *Eligible Costs.* Eligible Costs are those costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred, as well as paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project. For greater clarity, and subject to section D.5.1 of this Schedule “D” of the Agreement, Eligible Costs are those that are set out immediately in this section D.3.1 of the Schedule “D” of the Agreement:

- (a) Costs incurred on or after the Project Approval Date and on or before the Project Completion Date;
- (b) The capital costs for acquiring, constructing, renewing, rehabilitating, materially enhancing or renovating an Asset;
- (c) Costs directly associated with joint communication activities that are set out in section E.6 of Schedule “E” of this Agreement with the Province and Canada.
- (d) The costs of Project-related signage, lighting, Project markings and associated utility adjustments;
- (e) Up to fifteen percent (15%) of the Maximum Funds may be spent on planning, including plans and specifications, and assessment costs, such as costs associated

- with environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) Costs for consulting with Aboriginal Groups, provided those costs do not include accommodation costs and legal costs;
 - (g) Auditing costs;
 - (h) The incremental costs for the Recipient's employees or leasing of equipment for the Project, provided the Recipient meets the following conditions:
 - i. It was not economically feasible to tender a Contract,
 - ii. The employee or equipment is directly engaged in the work that would have been the subject of a Contract, and
 - iii. The province has approved the arrangement beforehand;
 - (i) The costs for leasing/renting equipment directly related to the construction of the Project; and
 - (j) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

D.4 – INELIGIBLE COSTS

D.4.1 Ineligible Costs. The following costs are Ineligible Costs under this Agreement:

- (a) Costs incurred prior to the Project Approval Date;
- (b) Costs incurred after the Project Completion Date;
- (c) Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred;
- (d) Costs associated with developing an application, business case or funding proposal to receive funding under the SCF;
- (e) Costs related to the purchasing of land, buildings and associated real estate as well as all related fees associated with the purchasing of land, buildings and associated real estate;
- (f) Financing charges and interest payments on loans;
- (g) The costs for leasing land, buildings and other facilities;
- (h) Except as specified in section D.3.1(i) of this Schedule "D" of the Agreement, the costs of leasing equipment;
- (i) Furnishings and non-fixed Assets which are not essential to complete the Project;
- (j) General repairs and maintenance of the Project and related structures, unless they are part of a larger capital expansion;
- (k) Costs of services or works normally provided by the Recipient, incurred in the course of implementation of the Project, unless they have been specifically set out as being an Eligible Cost under section D.3.1 of this Schedule "D" of the Agreement;
- (l) Costs related to any goods and services which are received through donations or in kind;
- (m) Any overhead costs ordinarily incurred, including salaries, *per diems* and associated benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of the Recipient, and more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by employees of the Recipient, unless those costs are in accordance with section D.3.1(e) and (h) of this Schedule "D" of the Agreement;
- (n) Taxes for which the Recipient is eligible to receive a tax rebate;
- (o) Any other costs in which the Recipient is able to claim any type of rebate or refund, irrespective of whether the Recipient makes a claim;
- (p) Legal fees;

- (q) Any amount of costs in which the Recipient is eligible to receive or will receive funding from the Province under another agreement; and
- (r) Without limiting the foregoing, any other costs that are not specifically set out as Eligible Costs under section D.3.1 of this Schedule “D” of the Agreement or the Province did not approve in writing prior to the Recipient incurring and paying those costs

Without limiting the foregoing, neither the Recipient nor any person providing goods, services or both for the Project will obtain those goods, services or both from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project without the Province’s prior written approval. The Province may impose terms and conditions on any written approval it provides, including:

- (a) Whether the costs can include any mark-up for profit, overhead or return on investment;
- (b) The value that can be included in the costs associated with a mark-up for profit, overhead or return on investment based on the following:
 - (i) Up to thirty percent (30%) of the total costs submitted can be attributable to profit charged for the goods, services or both,
 - (ii) Up to thirty percent (30%) of the total costs submitted can be attributable to overhead charged for the goods, services or both,
 - (iii) Up to ten percent (10%) of the total costs submitted can be attributable to return on investment for the goods, services or both, and any costs for profit, overhead or return on investment that are greater than what the Province approved will be deemed to be an Ineligible Cost under the Agreement; and
- (c) Any special auditing requirements in addition to the auditing rights the Province already has under this Agreement to allow the Province to satisfy itself as to the validity of any costs incurred by the Recipient or any person providing goods, services or both for the Project from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project.

D.5 – PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Costs, up to the Maximum Funds based on a calculation of the Province and Canada’s approved funding percentages (Maximum Funds divided by the total approved Eligible Costs) and the total Eligible Costs of the claim as determined by the Province.

D.5.2 Submission Of Claims. The Recipient will submit claims for payment to the Province on a regular basis ensuring compliance with D.4.1(c). Copies of paid invoices must be included with the Claims Report set out under Schedule “F” of this Agreement.

D.5.3 Claim Reimbursement. Claims will be reimbursed to the Recipient based on the Percentage of Program Support up to ninety (90) percent of the project costs. The remaining holdback percentage will be reimbursed as per D.1.2.

[Rest Of Page Intentionally Left Blank – Schedule “E” Follows]

SCHEDULE “E” COMMUNICATIONS PROTOCOL

E.1 PURPOSE OF SCHEDULE

E.1.1 Purpose Of Schedule. This Schedule describes the Recipient’s responsibilities and financial obligations in the joint communications activities and products for the Project to recognize the contribution of Funds toward the Project by the Province and Canada.

E.2 GENERAL PRINCIPLES OF SCHEDULE

E.2.1 General Principles. The Recipient acknowledges and agrees that it will work with both the Province and Canada to undertake communication activities for the Project in an open, effective and proactive manner, ensuring equal recognition of those that provided a financial contribution toward the Project. These general principles include the following:

- (a) All financial contributors to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into events, signs and plaques for the Project, unless the Province and Canada specify otherwise;
- (b) All events, signs and plaques will follow this Schedule and any other requirements that the Province or Canada may specify from time to time;
- (c) Both official languages will be used for public information, signs and plaques in accordance with the *Official Languages Act* (Canada); and
- (d) The Recipient:
 - (i) May produce information kits, brochures, public reports and Internet sites providing information about the Project and the Agreement for private-sector interest groups, contractors and members of the Public,
 - (ii) Will consult with the Province and Canada in preparing the content and look of all such materials, and
 - (iii) Will get the Province and Canada’s approval for any references to the Province or Canada before said references are made.

E.3 EVENTS

E.3.1 Events. The Recipient:

- (a) Agrees that all Project-related milestone events, such as groundbreaking and ribbon-cutting ceremonies, will be organized in cooperation with the Province and Canada;
- (b) Will coordinate a mutually agreeable venue, date and time for the event in light of the Province and Canada’s availability and under no circumstances will an event take place without fifteen (15) Business Days’ notice to the Province and Canada;
- (c) May invite other elected officials as well as other local interested persons, such as contractors, architects, labour groups and community leaders, provided the Recipient consults with the Province and Canada before inviting those persons; and
- (d) Will ensure that federal, provincial and municipal flags are on display at any event for the Project.

E.3.2 Written Communications For Events. All written communications, such as public service announcements and posters, will indicate that the Project received Funds from the Province

and Canada under the Building Canada Fund – Small Communities Fund. The Province and Canada will assist the Recipient in developing written communications for any event. The Recipient, the Province and Canada will approve of all final copies of any written communications for events.

E.4 SIGNS

E.4.1 *Installation Of Signs.* The Recipient will produce via a party acting at Arm's Length in order for the production of the sign to be an Eligible Cost and install temporary and permanent signage for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications for signs are in accordance with the Province and Canada's visual identity guidelines. The Recipient will ensure that temporary signage is installed at the Project site(s) thirty (30) days prior to the start of construction and be visible for the duration of the Project.

E.4.2 *Removal Of Signs.* The Recipient will remove temporary signs within ninety (90) days of the Project's Substantial Completion.

E.4.3 *Costs Of Signs.* The maximum costs for signs will be:

- (a) Two thousand two hundred fifty dollars (\$2,250.00) for small signs; and
- (b) Four thousand two hundred fifty dollars (\$4,250.00) for large signs.

E.5 PLAQUES

E.5.1 *Installation Of Plaque.* The Recipient may produce and install a plaque for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications of the plaque are in accordance with the Province and Canada's visual identity guidelines.

E.5.2 *Costs Of Plaques.* The maximum cost for a plaque is two thousand five hundred dollars (\$2,500.00).

E.6 ELIGIBLE COSTS FOR COMMUNICATIONS ACTIVITIES

E.6.1 *Eligible Costs Related To Communications Activities.* The Recipient will pay the costs of preparing and delivering joint communications activities and products (e.g. press releases, press conferences, translation, etc.), including the organization of special events and the production of signage. In addition to the costs set out for signs under section E.4.3 of this Schedule "E" of the Agreement and the costs set out for plaques under section E.5.2 of this Schedule "E" of the Agreement, the following communications costs are Eligible Costs for the purposes of this Agreement:

- (a) Printing and mailing invitations;
- (b) Light refreshments, such as coffee, tea, juice, donuts and muffins;
- (c) Draping for plaque unveiling;
- (d) Project material for display and/or media kit; and
- (e) Rentals, such as flagpoles, stage, chairs, podium and public announcement system.

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

SCHEDULE “F” REPORTING REQUIREMENTS

F.1 Reporting Requirements. The following Reports will be provided in full in the corresponding formatted provided hereafter and with such content as is satisfactory to the Province:

	NAME OF REPORT	DUE DATE
1.	Initial Project Report	Within five (5) Business Days of when the Recipient signs the Agreement.
2.	Claim Report	<p>In order to avoid invoices being deemed ineligible due to age (Section D.4.1(c)), claims will be submitted at least twice a year.</p> <p>NOTE: Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred will be deemed ineligible.</p>
3.	Progress Report	May 15 and October 15 of each calendar year from the Effective Date until the Project Completion Date.
4.	Final Report (including the Solemn Declaration of Substantial Completion)	<p>Within sixty (60) Business Days of when:</p> <ul style="list-style-type: none"> • The Project construction is Substantially Completed; or • The Project Completion Date.
5.	Other Reports	On or before the date the Province directs.

[Rest Of Page Intentionally Left Blank – Section F.2 Of Schedule “F” Follows]

F.2 – INITIAL PROJECT REPORT**New Building Canada Fund – Small Communities Fund****INITIAL PROJECT REPORT****Name of Recipient****Name of Project****Project Number**

Events	Forecasted Date
Start Date of Project	
First Construction Tender Awarded	
Start Date of Construction	
End Date of Construction	
End Date of Project	

Expenditure Forecast Table

The purpose of this table is to show the total eligible costs that have been incurred from the start of the Project until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2015/16					
2016/17					
2017/18					
2018/19					
2019/20					
Total Eligible Costs (Less HST Rebate)					

NOTES:

- Expenditures are only considered eligible after the Project Approval Date.
- Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).

3. Please only include Net Eligible Expenditures -- total eligible costs less HST rebate. Enter the total Eligible Costs expected to be incurred up to when the Project is complete, rather than reporting requested financial assistance (i.e., senior government's share of costs).
4. Expenditure forecasts should not exceed total eligible costs as identified in Schedule D of the Agreement.
5. If the Project cannot be completed within the specified timeframes, please contact the Province.

Funding Sources – List the source(s), and amount from that source, that represents your portion of the project	
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Amount (\$)
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.

NOTE: As per Schedule B of the Agreement, for most Recipients all federal funding sources (including SCF funding) cannot exceed one-third (33.33%) of the total eligible costs of the project. For all public-private partnerships or for-profit private sector bodies, all federal funding sources (including SCF funding) cannot exceed one quarter (25%) of the total eligible costs.

Attestation:

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including, but not limited to, commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)

Title: [Click here to enter title.](#)

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

Part 1 - Project Information / Partie 1 - Renseignements sur le projet						New Building Canada Fund - Small Communities Fund (BCF-SCF) Claim and Progress Statement Nouveau Fonds Chantiers Canada-Fonds des petites collectivités (NFCC-FPC): Demande et compte rendu des progrès					
Recipient / Bénéficiaire			Project # / N° de projet								
Project Name / Nom du											
Project Start Date / Date de début du projet			Project End Date / Date de fin du projet								
Part 2 - Authorized Official / Partie 2 Responsable autorisé(e)											
Name / Nom	Title / Titre			Telephone # / N° de téléphone							
I certify the costs are eligible costs and they are in compliance with the provincial legal agreement. J'atteste que les dépenses déclarées sont des dépenses admissibles et conformes à l'entente de financement.			FAX # / N° de télécopieur								
Signature / Signature			E-mail / Adresse électronique								
By inserting a name in the signature area above, you are attesting to the certification noted / En insérant votre nom dans le champ de signature ci-dessus, vous attestez de l'exactitude des renseignements indiqués.											
Part 3 - Claim Information / Partie 3 - Renseignements au sujet de la demande											
Project Claim # / No de la demande de remboursement pour le projet				Final Claim (Yes/No) / Demande finale (Oui/Non)							
Period Covered by this Claim / Période visée par la demande				From / De To / À							
Part 4 - Progress Update / Partie 4 - Compte rendu des progrès				Please attach a separate memo if more space is required (Max 300 characters). Annexer une note s'il faut plus d'espace (pas plus de 300 caractères).							
Estimated % of Project Completion / Estimation du pourcentage des travaux réalisés											
Description of activities during this period / Description des activités pendant cette période											
Description of communications requirement fulfillment for this period / Description des besoins en matière de communication durant cette période											
Issues / Points à souligner											
Part 5 - New Invoices / Partie 5 - Nouvelles factures											
Invoice # / N° de facture	Invoice Date / Date de la facture	Period of Invoices / Période visée par la facture		Vendor Name / Nom du fournisseur	A	Work Description / Description des travaux (A. Engineering/Génie; Design/Conception; Environmental Assessment/Evaluation environnementale; Project Management/Gestion de projet; B. Construction/Construction; C. Materials/Matériaux D. Leasing of Equipment/Leasing d'équipement; E. Communication Materials/Matériaux de communication; F. Miscellaneous/Divers.)	Invoice Amount / Montant de la facture	HST Rebate / Remboursement de la TVH	Net Claim Amount / Montant net demandé	Paid (Yes/No) / Payé (Oui/Non)	Cheque # / N° de chèque
		From / De	To / À								
example	03/15/2009	03/01/2009	03/15/2009	name on invoice/nom sur la facture	A	design of water treatment plant for XYZ Plant / conception de la station de traitement XYZ	total of invoice / total de la facture	HST rebate amount/montant du remboursement	total less HST rebate / montant moins la TVH	yes/où	B105
								\$	-		
								\$	-		
								\$	-		
								\$	-		
								\$	-		
								\$	-		
								\$	-		
								\$	-		
								\$	-		
								\$	-		
								\$	-		
								\$	-		
							Total	\$	-		

F.4 – PROGRESS REPORT**New Building Canada Fund – Small Communities Fund****PROGRESS REPORT**

This report is due twice a year on May 15 and October 15.

Name of Recipient

Name of Project

Project Number

Estimated Percent of Project Completion

Events	Forecasted Date	Actual Date
Start Date of Project		
First Construction Tender Awarded		
Start Date of Construction		
End Date of Construction		
End Date of Project		
Federal Signage Installed		
Provincial Signage Installed		

Description of Activities*	Activity Status (On, Ahead, or Behind Schedule; Completed or Not Applicable)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity
Design / Engineering	Choose an item.	Click here to enter text.	Click here to enter date.
Site Preparation	Choose an item.	Click here to enter text.	Click here to enter date.
Construction	Choose an item.	Click here to enter text.	Click here to enter date.
Maintenance Holdback Period	Choose an item.	Click here to enter text.	Click here to enter date.
OVERALL PROJECT STATUS	Choose an item.	Click here to enter any general project status information not included above.	

***NOTE: Each phase of the project should be noted in a separate chart.**

Expenditure Forecast Table

The purpose of this table is to show the total Eligible Costs that have been incurred from the Project Approval Date until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2015/16	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2016/17	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2017/18	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2018/19	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2019/20	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
Total Eligible Costs (Less HST Rebate)					Enter dollars.

NOTES:

1. Expenditures are only considered eligible after the Project Approval Date.
2. Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).
3. Please only include Net Eligible Expenditures - total eligible costs less HST rebate. Enter the total eligible costs expected to be incurred up to project completion, rather than reporting requested financial assistance (i.e., senior government's share of costs).
4. Expenditure forecasts should not exceed Total Eligible Costs as identified in Schedule D of the Agreement.
5. If the Project cannot be completed within the specified timeframes, please contact the Province.

Claims

Claims will be submitted a minimum of twice a year. The amount of claims submitted on the Project should align with the expenditure forecasts noted above. As noted in Section D.4.1(c) of the Agreement, Recipients must claim invoices prior to the Fiscal Year after the year in which they were incurred (i.e., costs incurred between April 1, 2015 and March 31, 2016 must be claimed by March 31, 2017). Any invoices not claimed by this time are referred to as “stale-dated” and are deemed *ineligible*. This means in some cases Recipients will need to submit a separate claim for unpaid contractor holdbacks (do not mix with other paid invoices).

Other Progress to date *Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, including dates, where applicable or available. Please include copies of all communication with Aboriginal groups.*

Variance from original approved project (if any) *Do you need to adjust your Project Description based on Project progress? If so, explain why and by when? Note: Inserting a project revision into this form does not constitute requesting permission to change the contracted Project Description or to reduce the number of components completed, a request must be sent through to the Program Manager as specified in Section B.1.8 of the Agreement.*

NOTE: If during the course of the construction of your project any archaeological resources are found, other impacts that could affect Aboriginal or treaty rights emerge, or you are contacted by any Aboriginal Community that is expressing concerns about the project and potential impacts on their rights, you must immediately cease construction and notify your project analyst.

Attestation:

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including but not limited to that commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)

Title: [Click here to enter title.](#)

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.5 – FINAL REPORT



New Building Canada Fund – Small Communities Fund

FINAL REPORT

Project No.: Enter #	Project Title: Click here to enter project title.
Date: Click here to enter a date.	Recipient Name: Click here to enter Recipient name.

Final Reports are to be completed and submitted to the Province **within sixty (60) Business Days of the completion of the Project or as otherwise specified in the Agreement.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted*	Actual
Construction Start Date	Click here to enter a date.	Click here to enter a date.
Construction End Date	Click here to enter a date.	Click here to enter a date.

* Forecasted date will be the first date submitted on your Project's Initial Project Report.

Was the Project completed as per your application and Schedule "C" of the Agreement or by any amending agreement?

☐ Yes ☐ No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule "C" of the Agreement or in any subsequent amendments, has the Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

--

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Engineering Design, EA/Permits, Project Management		
Materials		
Construction		
Leasing of Equipment		
Communication Materials		
Miscellaneous		
GROSS ELIGIBLE COST		
Less HST Rebate		
TOTAL NET ELIGIBLE COST		

NOTE: If the actual costs are 20% less or greater than the estimated costs for any of the above categories, please attach an explanation of the variance for each.

Funding Sources – List the source(s) and amount from that source that represents your portion of the project

Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Initial Amount** (\$)	Actual Amount (\$)
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.

** Initial Amounts from your Project's Initial Project Report.

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of the Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

Project Benefits and Impacts

1. What was the primary objective of your Project?			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
2. Was this Project (or the need for this Project), identified in one of the following documents? Please check all that apply			
<input type="checkbox"/> Asset Management Plan (if you check this box, please see Question 3). <input type="checkbox"/> Economic Development Plan and/or Strategy. <input type="checkbox"/> Business or market development plan? <input type="checkbox"/> Other? Please specify: _____			
3. FOR MUNICIPAL RECIPIENTS ONLY: As detailed in the asset management plan (AMP), what was the priority of the Project you just completed with this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
4. Did you encounter any barriers to completing your project?			
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe what they were and how you overcame them.			
5. Please indicate which of the following benefits have been experienced or are anticipated to occur as a result of the Project. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Business retention and/or expansion and/or economic growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The report forms were easy to understand and complete.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. I was able to reach appropriate Ontario staff without difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ontario staff were knowledgeable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. I received consistent advice from Ontario staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Ontario staff was courteous.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Section 6. Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under the Appendix to Schedule “B” of the Agreement.

Please indicate:

Declaration required for the Project:

Confirmation provided to the Province indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal Groups discovered with respect to the Project. ☐ Yes ☐ No

Declaration required for Project with additional Duty to Consult requirements, as identified by the Province

Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to express comments and concerns with respect to the following:

- the Project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

☐ Yes ☐ No

A copy of this correspondence to identified Aboriginal Groups was provided to the Province. ☐ Yes ☐ No

The Province was made aware of any issue(s) identified by any Aboriginal Groups. ☐ Yes ☐ No

A copy of any correspondence/information between the recipient and any Aboriginal ☐ Yes ☐ No

Groups was forwarded to the Province.

Section 7. Comments

Is there anything else you would like to tell us about your experience related to the Project?

Section 8. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this Final Report to the Province will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement is complete and was completed in accordance with Schedule “C” of the Agreement or amending agreement;
2. The Project was completed in accordance with all terms/conditions of the Agreement and all Requirements of Law;
3. No Funding was spent on Ineligible Costs;
4. The Recipient will provide any remaining Funds to the Province within thirty (30) Business Days of receiving Notice from the Province that the Province has approved the Recipient’s Final Report;
5. The Recipient has all supporting invoices and records available for audit if required; and
6. All information provided in this Final Report as well as all previous Reports submitted to the Province is – to the best of my knowledge, belief and understanding, true and correct in all material aspects.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	Click here to enter name.
TITLE:	Click here to enter title.
DATE:	Click here to enter a date.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

Section 9. Solemn Declaration of Substantial Completion*Must be completed by a Registered Engineer or Architect or a Municipal Official.*

**New Building Canada Fund – Small Communities Fund (NBCF-SCF)
Nouveau Fonds Chantiers Canada - Fonds des petites collectivités (NFCC-FPC)**

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Project Number	Enter #
Recipient Name	Click here to enter Recipient name.

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs and the above-noted Recipient, on _____, 2015.

I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified as Project _____ in the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__(date) is _____ (dollars).
4. That the work:
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

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

(Signature)

Name:

Title:

Witness Name:

Title:

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.