



OPERATIONS AND FACILITIES EXECUTIVE COMMITTEE AGENDA

September 21, 2022 8:30 AM

MEETING - Civic Centre

Session #012

Microsoft Teams meeting

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Page

1. Call to Order

2. Disclosure of pecuniary interest and the general nature thereof

3. Approval of Previous Committee Minutes

- 3 - 6 3.1 Approval of the August 3, 2022 meeting

4. New Business

- 7 - 51 4.1 Entering into a Transfer Payment Agreement for the Connecting Links Program - Kings Highway Reconstruction

THAT Council enter a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for funding under the Connecting Links Program for the reconstruction of Kings Highway from Pit Road 2 to Oakwood Road as outlined in report AR-22-0050.

- 52 - 96 4.2 Entering in to a Transfer Payment Agreement for the Connecting Links Program - Scott Street Design

THAT Council enter a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for funding under the Connecting Links Program for the design works for the future reconstruction of Scott Street from Reid Avenue to Armit Avenue as outlined in report AR-22-0051.

- 97 - 120 4.3 Contribution agreement with Northern Ontario Heritage Fund Corporation
- THAT Council enter a contribution agreement with Northern Ontario Heritage Fund Corporation for funding to construct an expansion to the Memorial Sports Centre as outlined in report AR-22-0052.

5. Information

- 121 5.1 Landfill Site Data to August 31, 2022
- 122 5.2 Sewer and Water Summary to August 31, 2022
- 123 - 132 5.3 July 2022 Wastewater Treatment Plant monthly report
-
- 133 5.4 Monthly Airport Landing Stats to August 31, 2022
- 134 5.5 Monthly Airport Fuel Sales Stats to August 31, 2022

6. Adjourn / Next Meeting Date

MINUTES

SESSION NO. #011

August 3, 2022

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on August 3, 2022 from 8:30 AM a.m. to 9:58 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & F. Anwar, CAO, Dawn Galusha, Treasurer (8:30 a.m. to 9:05 a.m.), Jeff Bottomley, Asset Coordinator (8:30 a.m. to 9:58 a.m.), Craig Miller, Environmental Superintendent (8:55 a.m. to 9:58 a.m.) and Randy Thoms (8:30 a.m. to 9:58 a.m.).

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Approval of the July 6, 2022 meeting minutes - the minutes were approved as circulated.

4 Items Referred from Council

4.1 BIA Request to place large Christmas Tree at Rainy Lake Square - the administration report was approved as presented.

5 New Business

5.1 Award of RFP 2022-OF-13 Internal Quality Assurance Audit Service for the Fort Frances Airport Safety Management System - the administration report was approved as presented.

Council Approval of report AR-22-0020 will ensure that:

1. RFP 2022-OF-13 be awarded to Winnipeg Airport Services Corp.
2. a bylaw be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the Corporation.

- 5.2 Approval of an unbudgeted capital expenditure for survey work at Riverview Cemetery - the administration report was approved as recommended.

Council approval of report AR-22-0021 will agree with the recommendation of Administration that:

1. The unbudgeted expenditure of \$8,825.00 for the surveying and generation of required reference plans laying out additional single and double plots in the Riverview Cemetery and Holy Cross.
2. That the unbudgeted expense be funded by the Cemetery Care and Maintenance Fund

- 5.3 Award of Tender T-2022-10 - MHSW Services to host 2022 Household Hazardous Waste Event - the administration report was approved as presented.

Council approval of this report will ensure:

1. That the Miller Group out of Winnipeg be designated the Town 's 2022 MSHW service provider at an estimated cost of \$43,727.09 (includes HST) in accordance with the tender documents.
2. That the Town 's MSHW event day is scheduled on Saturday September 10, 2022 from 9:00 am to 3:00 pm.

- 5.4 June 2022 Water System Monthly Report - the June Water Report was approved as presented.

- 5.5 Adoption of the Town's Levels of Service Framework - the administration report was approved as presented.

THAT Council approval of report AR-22-0023 adopts the Level of Service Framework for core assets in accordance with O. Reg 588/17

6 Outstanding Items

- 6.1 Make a Big Splash Spray Park Advisory Committee Update - the administration report was approved as recommended.

Council approval of report AR-22-0019 will:

1. Designate the members of the Make A Big Splash Spray Park Advisory Committee as listed in the report.
2. Accept the Draft Terms of Reference for the committee as presented.
3. Designate area in the Legion Park for the development of a Spray Park.

- 6.2 Entering into an easement agreement with the Township of Alberton - the administration report was approved as recommended.

Council approval of report number AP-22-0022 will ensure:

THAT the Town of Fort Frances enter into an easement agreement with The Township of Alberton for the purposes of supplying water services to 11 Highway 11.

FURTHER THAT a by-law be prepared authorizing the Mayor and Clerk to execute the easement agreement on behalf of the corporation.

- 6.3 Review of the Town's Procurement and Purchasing Card Policy - the policy presented was reviewed.

7 Information

- 7.1 Update on Blue Box Recycle Transition - the Blue Box transition report was received and will be forwarded to Council as information only. No action required.

No recommendation required - report AR-22-0017 is for informational purposes only.

- 7.2 June 2022 Wastewater Treatment Monthly Report - the Wasterwater June report was received and will be forwarded to Council as information only. No action required.

8 Adjourn / Next Meeting Date

- 8.1 Meeting adjourned at 9:58 a.m.

Next meeting September 7, 2022.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

ADMINISTRATIVE REPORT

Subject: Entering into a Transfer Payment Agreement for the Connecting Links Program - Kings Highway Reconstruction

Date: September 21, 2022

To: Mayor and Council

From: Travis Rob, Manager Operations & Facilities



ADMINISTRATIVE RECOMMENDATION:

THAT Council enter a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for funding under the Connecting Links Program for the reconstruction of Kings Highway from Pit Road 2 to Oakwood Road as outlined in report AR-22-0050.

STRATEGIC IMPACT:

N/A

OPTIONS & ALTERNATIVES:

N/A

HISTORY:

In the fall of 2021 The Town of Fort Frances Applied for funding under the Connecting Links program for the reconstruction of Kings Highway from Pit Road 2 to Oakwood Road. The Town was notified that it was successful in obtaining that funding April 20, 2022 and tenders were issued immediately following.

ANALYSIS:

Attached to this report is a contribution agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister Transportation and the Town of Fort Frances.

CONSULTATION:

N/A

SUPPORTING DOCUMENTS:

[CL Agreement - Fort Frances \(1\) \(Reconstruction\) - Intake 7](#)

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Transportation

("Ontario")

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the "Recipient")

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule "A" to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

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

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“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.

“Auditor General” means the Auditor General of Ontario.

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

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

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

“Communications Protocol” means the protocol set out under Schedule “F” 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.

“Connecting Link” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“Connecting Links Program” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“Connecting Links Program Guide” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“Contractor” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“Consultant” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

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

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

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

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project 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 statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

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

“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.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

- 1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.
- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

| | |
|-----|--|
| “A” | Project Description |
| “B” | Operational Requirements Under The Agreement |
| “C” | Financial Information For The Project |
| “D” | Eligible And Ineligible Costs |
| “E” | Aboriginal Consultation Requirements |
| “F” | Communications Protocol |
| “G” | Reporting Requirements |

2.2 Conflict. In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:

- (a) This document; and
- (b) The Schedules attached to this document.

2.3 Expiration Date Of Agreement. This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

3.1 Provision Of Funds. Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.

3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds. The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.4 Funds Limited To Specific Project. The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.

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

3.6 Project Completion. The Project shall be Substantially Completed by the Project Completion Date.

3.7 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;
- (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.

3.8 Asset Retention. The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

3.9 Behavior Of Recipient. The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.

3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals. For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, 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

3.11 Ontario May Impose Additional Conditions On The Recipient. Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

4.1 Use Of Funds. Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.

4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution. The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.

4.3 Interest Earned By Recipient. The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule “G” of this Agreement. If the Recipient earns any interest on the Funds provided to the Recipient:

- (a) Ontario may deduct an amount equal to the interest from any further instalment of Funds; or

- (b) The Recipient shall pay an amount equal to the interest to Ontario as directed by Ontario.

4.4 Cost Must Be An Eligible Cost. For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule “D” of this Agreement.

4.5 Ineligible Costs Shall Not Be Covered Under Agreement. Any costs set out in Part D.2 of Schedule “D” of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.

4.6 Ontario May Declare Costs To Be Eligible. Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule “D” of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.

4.7 New Information. In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of 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.

SECTION 5

PAYMENT UNDER AGREEMENT

- 5.1 *Eligibility Of Costs Or Expenses.*** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:
- (a) Must be reasonable;
 - (b) Must be directly related to the Project;
 - (c) Must be an Eligible Cost;
 - (d) Must not be an Ineligible Cost; and
 - (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2022 and prior to the Project Completion Date.
- 5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.
- 5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:
- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario’s request;
 - (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario’s request; and
 - (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.
- 5.4 *Withholding Payment Of Funds.*** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:
- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
 - (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and

- (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

- 6.1 Recipient's Representations, Warranties And Covenants.** The Recipient represents, warrants and covenants that:
- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
 - (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
 - (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
 - (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
 - (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
 - (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.
- 6.2 Additional Covenants.** The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.
- 6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, 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 Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8 INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual Liability coverage;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);
 - (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
 - (h) A thirty (30) day written notice of cancellation, termination or material change clause.
- 8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, 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 for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 *Exclusion Of Liability.* In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 *Recipient To Indemnify Ontario.* The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 *Further Indemnification Of Ontario.* The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 *Further Indemnification Requirements.* The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario 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 that Ontario has under this Agreement, at law or in equity. Each

- Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
 - (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties. The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

10.1 Acquisition. Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner 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.

10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process. Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.

10.3 Competitive Procurement Process. The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall 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) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices,

statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

- 10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements.

SECTION 11 ABORIGINAL CONSULTATION

- 11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying, where applicable, its legal duty to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

- 11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

- 11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

- 11.4 Recipient Shall Not Start Construction On The Project Until Duty to Consult Has Been Met.** The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project until Ontario is satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Groups has been and continues to be met. Specifically, Ontario must be satisfied that:

- (a) all applicable Aboriginal Groups have been notified and, if applicable consulted;
- (b) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Groups consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
- (c) accommodation measure(s), where appropriate, has been carried out; and
- (d) any other information has been provided which Ontario may deem appropriate.

SECTION 12 COMMUNICATIONS

- 12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule “F” of this Agreement.

SECTION 13 REPORTS

- 13.1 Reports.** The Recipient shall submit the Reports set out in Schedule “G” of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule “G” of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.2 Additional Reports Upon Request.** The Recipient shall, upon Ontario’s request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.
- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient’s Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14 RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient’s Obligations Under Agreement.** The Recipient:
- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
 - (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.
- 14.2 Ontario May Inspect Recipient’s Premises And Projects’ Premises At Any Time.** Ontario reserves the right to inspect the Recipient’s premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours’ written notice and during normal business hours, enter the Recipient’s premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.
- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15 DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;

- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party. Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

15.7 Date of Termination. In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

16.1 Terms Binding. The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.

16.2 Representatives May Bind Parties. The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.

- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and

conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.

16.14 Recipient's Consultants/Contractors. Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

16.15 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owed To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or

- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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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 Transportation

Name: Caroline Mulroney
Title: Minister of Transportation

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Reconstruction of Kings Highway from Pit Road 2 to Oakwood Road

Approved Project Name: Reconstruction of Kings Highway from Pit Road 2 to Oakwood Road

Project Description: Reconstruction of a portion of the west entrance to the Town, being Kings Highway from Pit Road Number 2 to Oakwood Road.

Project Description Details (from Application):

The project will include the reconstruction of Kings Highway from Pit Road #2 to Oakwood Road.

This will include the twinning of this section of roadway to improve traffic flows and alleviate congestion. Also included is the rehabilitation of the ditching throughout the length of the road segment to address substandard drainage throughout this area. The key to this project is the replacement and strengthening of the roadway base and sub-base granular materials to address historic wheel track rutting issues.

The project was fully designed through 2019 funding through the Connecting Links Program and is 'shovel ready'.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

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

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2023. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2024.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

| | |
|---|--|
| <p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p> | <p>To Recipient: Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, Ontario P9A 3P9</p> <p>Attention: Faisal Anwar, CAO Telephone: (807) 274-5323 Fax: (807) 274-8479 Email: fanwar@fortfrances.ca</p> |
|---|--|

Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Nine Hundred and Fifty-Three Thousand, Seventeen Dollars (\$1,953,017) in Funds for Eligible Costs for the Project. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

Project’s Estimated Total Net Eligible Costs: \$2,170,019 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety Percent (90%) 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 Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2022 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2024.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

MILESTONE PAYMENT SCHEDULE

| MILESTONE PAYMENT | AMOUNT | REQUIRED DOCUMENTATION |
|--|--|---|
| Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project. | An amount up to fifty percent (50%) of the Maximum Funds | Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2022. |
| Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion. | An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1. | Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion). |
| Milestone 3: Upon receipt and acceptance by MTO of the Final Report. | Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller. | Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion. |

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2022 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
 - (d) The value of any goods and services which are received through donations or in kind;
 - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
 - (f) Meal, hospitality or incidental costs or expenses of Consultants;
 - (g) Costs associated with completing applications for the Connecting Links Program; and
 - (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

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

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

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

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario 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 Ontario 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.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

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

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario 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;
- (c) 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 Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) 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;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) 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;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) 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;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario 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;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) 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 Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, 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.

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

- (a) Provide to Ontario, 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 Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario 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 Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario 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 Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario 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.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario 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 Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

E.3.5 Aboriginal Consultation Plan. Based on the scope and nature of the Project, Ontario may require the Recipient, in consultation with Ontario, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan"). If Ontario provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide Ontario with a copy of the Aboriginal Consultation Plan.

E.3.6 *Changes to the Plan.* The Recipient agrees that Ontario, in its sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

E.3.7 *Aboriginal Consultation Records.* If consultation with Aboriginal Groups is required, the Recipient will maintain an Aboriginal consultation record and provide such record to the Ontario, and any update to it, as part of its reporting to the Ontario pursuant to section E.3.3.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 *No Acknowledgment Of Duty To Consult Obligations.* Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario 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 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 *No Substitution.* This Schedule shall 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 Ontario 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, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 *Notices In Relation To Schedule.* All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

| | Name of Report and Details Required | Due Date |
|----|--|---|
| 1. | Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project. | Within fifteen (15) Business Days of a council resolution and no later than June 30, 2022. |
| 2. | Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement. | Within fifteen (15) Business Days of a council resolution authorizing the contract award. |
| 3. | Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement. | Twice a year by January 15 and July 15 for the Term of the Agreement. |
| 4. | Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement. | Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion). |
| 5. | Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement. | Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion. |
| 6. | Other Reports or information as may be directed by Ontario from time to time, if any | On or before a date directed by Ontario. |

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

| | |
|------------------------------------|--|
| Recipient Municipality Name | |
| Project Name | |

REVISED PROJECT COSTS

| | ORIGINAL BUDGET (From Application) | REVISED BUDGET | VARIANCE |
|---|---|---------------------------|-----------------|
| Environmental Assessment/Permits | | | |
| Engineering/Design | | | |
| Project Management/Contract Administration | | | |
| Construction | | | |
| Miscellaneous | | | |
| Total | | | |
| Less Any Actual or Potential HST Rebates | | | |
| REVISED TOTAL NET ELIGIBLE COSTS | | | |

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

| |
|--|
| |
|--|

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

| | |
|----------------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Phone Number: | |
| Date: | |

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2022-23, a progress report is due on or before July 15, 2022. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

| | |
|------------------------------------|--|
| Recipient Municipality Name | |
| Project Name | |

Key Dates:

| Date | Forecasted | Actual |
|---|------------|--------|
| Total Eligible Project Costs to Date | | |
| Less Any Actual or Potential HST Rebates | | |
| TOTAL NET ELIGIBLE COSTS to Date | | |
| Start Date of Detail Design (if applicable) | | |
| End Date of Detail Design (if applicable) | | |
| Start Date of Construction (if applicable) | | |
| End Date of Construction (if applicable) | | |
| Substantial Completion Date | | |

Please provide information in format below and attach to this report.

| Description of Activities | Activity Status (On, Ahead, or Behind Schedule) | Issues to Date and Actions Taken to Resolve Issues | Confirm Expected Completion Date of Activity |
|---------------------------|---|--|--|
| | | | |
| | | | |
| | | | |
| | | | |

SCHEDULE "G" Continued

| |
|--|
| <p>Other Progress to date</p> <p><i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i></p> |
| <p>Variance from original approved Project (if any)</p> <p><i>If so, explain why and by when?</i></p> |

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____ **Date:** _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) 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 for the Project (above) funded through 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.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20__

 (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:

Project Name:

Section 1. Project Details

| Dates | Forecasted | Actual |
|-------------------------|------------|--------|
| Construction Start Date | | |
| Construction End Date | | |

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

SCHEDULE “G” continued**Section 2. Financial Information**

| Budget Item | Budgeted Cost | Actual Cost |
|---------------------------------------|---------------|-------------|
| Eligible Project Costs | \$ | \$ |
| Less HST Rebate | \$ | \$ |
| TOTAL NET ELIGIBLE COST | \$ | \$ |
| Total Interest Earned on Funds | | \$ |

For all invoices attached, please provide information in format below and attach to this report.

| Work Description | Invoice # | Invoice Date | Invoice Period | | Vendor | Total Amount (A) | HST | HST Rebated (B) | Net Eligible Cost (A-B) |
|------------------|-----------|--------------|----------------|----|--------|------------------|-----|-----------------|-------------------------|
| | | | From | To | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTAL | | | | | | | | | \$ |

SCHEDULE “G” continued

Section 3. Project Outcomes and Benefits**1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

| | |
|--|----|
| | 20 |
|--|----|

SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

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

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario 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 has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

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

| | |
|------------------------------|--|
| NAME OF AUTHORIZED OFFICIAL: | |
| TITLE: | |
| DATE: | |

ADMINISTRATIVE REPORT

Subject: Entering in to a Transfer Payment Agreement for the Connecting Links Program - Scott Street Design

Date: September 21, 2022

To: Mayor and Council

From: Travis Rob, Manager Operations & Facilities



ADMINISTRATIVE RECOMMENDATION:

THAT Council enter a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for funding under the Connecting Links Program for the design works for the future reconstruction of Scott Street from Reid Avenue to Armit Avenue as outlined in report AR-22-0051.

STRATEGIC IMPACT:

N/A

OPTIONS & ALTERNATIVES:

N/A

HISTORY:

In the fall of 2021 The Town of Fort Frances Applied for funding under the Connecting Links program to undertake the design works for the future reconstruction of Scott Street from Reid Avenue to Armit Avenue. The Town was notified that it was successful in obtaining that funding April 20, 2022 and this work has begun.

ANALYSIS:

Attached to this report is a contribution agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister Transportation and the Town of Fort Frances.

CONSULTATION:

N/A

SUPPORTING DOCUMENTS:

[CL Agreement - Fort Frances \(2\) \(Design\) - Intake 7](#)

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Transportation

("Ontario")

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES(the "**Recipient**")

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule "A" to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

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

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“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.

“Auditor General” means the Auditor General of Ontario.

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

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

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

“Communications Protocol” means the protocol set out under Schedule “F” 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.

“Connecting Link” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“Connecting Links Program” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“Connecting Links Program Guide” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“Contractor” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“Consultant” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

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

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

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

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project 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 statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

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

“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.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

- 1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.
- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

| | |
|-----|--|
| “A” | Project Description |
| “B” | Operational Requirements Under The Agreement |
| “C” | Financial Information For The Project |
| “D” | Eligible And Ineligible Costs |
| “E” | Aboriginal Consultation Requirements |
| “F” | Communications Protocol |
| “G” | Reporting Requirements |

2.2 Conflict. In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:

- (a) This document; and
- (b) The Schedules attached to this document.

2.3 Expiration Date Of Agreement. This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

3.1 Provision Of Funds. Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.

3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds. The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.4 Funds Limited To Specific Project. The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.

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

3.6 Project Completion. The Project shall be Substantially Completed by the Project Completion Date.

3.7 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;
- (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.

3.8 Asset Retention. The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

3.9 Behavior Of Recipient. The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.

3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals. For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, 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

3.11 Ontario May Impose Additional Conditions On The Recipient. Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

4.1 Use Of Funds. Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.

4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution. The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.

4.3 Interest Earned By Recipient. The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule “G” of this Agreement. If the Recipient earns any interest on the Funds provided to the Recipient:

- (a) Ontario may deduct an amount equal to the interest from any further instalment of Funds; or

- (b) The Recipient shall pay an amount equal to the interest to Ontario as directed by Ontario.

4.4 Cost Must Be An Eligible Cost. For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule “D” of this Agreement.

4.5 Ineligible Costs Shall Not Be Covered Under Agreement. Any costs set out in Part D.2 of Schedule “D” of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.

4.6 Ontario May Declare Costs To Be Eligible. Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule “D” of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.

4.7 New Information. In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of 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.

SECTION 5

PAYMENT UNDER AGREEMENT

- 5.1 *Eligibility Of Costs Or Expenses.*** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:
- (a) Must be reasonable;
 - (b) Must be directly related to the Project;
 - (c) Must be an Eligible Cost;
 - (d) Must not be an Ineligible Cost; and
 - (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2022 and prior to the Project Completion Date.
- 5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.
- 5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:
- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario’s request;
 - (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario’s request; and
 - (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.
- 5.4 *Withholding Payment Of Funds.*** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:
- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
 - (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and

- (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, 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 Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8 INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual Liability coverage;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);
 - (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
 - (h) A thirty (30) day written notice of cancellation, termination or material change clause.
- 8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, 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 for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 *Exclusion Of Liability.* In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 *Recipient To Indemnify Ontario.* The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 *Further Indemnification Of Ontario.* The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 *Further Indemnification Requirements.* The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario 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 that Ontario has under this Agreement, at law or in equity. Each

- Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
 - (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties. The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

10.1 Acquisition. Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner 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.

10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process. Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.

10.3 Competitive Procurement Process. The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall 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) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices,

statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

- 10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements.

SECTION 11 ABORIGINAL CONSULTATION

- 11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying, where applicable, its legal duty to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

- 11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

- 11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

- 11.4 Recipient Shall Not Start Construction On The Project Until Duty to Consult Has Been Met.** The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project until Ontario is satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Groups has been and continues to be met. Specifically, Ontario must be satisfied that:

- (a) all applicable Aboriginal Groups have been notified and, if applicable consulted;
- (b) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Groups consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
- (c) accommodation measure(s), where appropriate, has been carried out; and
- (d) any other information has been provided which Ontario may deem appropriate.

SECTION 12 COMMUNICATIONS

- 12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule “F” of this Agreement.

SECTION 13 REPORTS

- 13.1 Reports.** The Recipient shall submit the Reports set out in Schedule “G” of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule “G” of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.2 Additional Reports Upon Request.** The Recipient shall, upon Ontario’s request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.
- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient’s Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14 RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient’s Obligations Under Agreement.** The Recipient:
- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
 - (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.
- 14.2 Ontario May Inspect Recipient’s Premises And Projects’ Premises At Any Time.** Ontario reserves the right to inspect the Recipient’s premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours’ written notice and during normal business hours, enter the Recipient’s premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.
- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15 DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;

- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party. Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

15.7 Date of Termination. In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

16.1 Terms Binding. The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.

16.2 Representatives May Bind Parties. The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.

- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and

conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.

16.14 Recipient's Consultants/Contractors. Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

16.15 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owed To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or

- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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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 Transportation

Name: Caroline Mulroney
Title: Minister of Transportation

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Reconstruction of Scott Street from Reid Avenue to Armit Avenue
Detailed Design

Approved Project Name: Detail Design for Reconstruction of Scott Street from Reid Avenue to
Armit Avenue

Project Description: The work will include the detailed design, including tender drawings
and specifications for the reconstruction of Scott Street starting just
west of Reid Avenue continuing westerly to Armit Avenue.

Project Description Details (from Application):

The Town of Fort Frances has been focusing on the condition and capacity of the main roadways into and out of the Town. Through the last four years, a segment of roadway either to the east or west of Town has been reconstructed, in addition over the same period, capacity studies of infrastructure within these roadways have been completed.

The next phase of this work on the east side of the Town would be to complete the detailed design, including tender drawings and specifications for the full reconstruction of Scott Street from Reid Avenue to Armit Avenue. The completion of this project will ensure that the Town will be shovel ready for the rehabilitation of a key arterial connecting highway within the Town of Fort Frances.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

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

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2022. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2023.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

| | |
|---|---|
| <p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p> | <p>To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, Ontario P9A 3P9</p> <p>Attention: Faisal Anwar, Chief Administrative Officer Telephone: (807) 274-5323 Fax: (807) 274-8479 Email: fanwar@fortfrances.ca</p> |
|---|---|

Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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**SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT**

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Seventy-Five Thousand, Seven Hundred and Twenty-Nine Dollars (\$75,729) in Funds for Eligible Costs for the Project. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

Project’s Estimated Total Net Eligible Costs: \$84,143 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety Percent (90%) 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 Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2022 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2023.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

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MILESTONE PAYMENT SCHEDULE

| MILESTONE PAYMENT | AMOUNT | REQUIRED DOCUMENTATION |
|--|--|---|
| Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project. | An amount up to fifty percent (50%) of the Maximum Funds | Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2022. |
| Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion. | An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1. | Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion). |
| Milestone 3: Upon receipt and acceptance by MTO of the Final Report. | Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller. | Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion. |

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2022 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
 - (d) The value of any goods and services which are received through donations or in kind;
 - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
 - (f) Meal, hospitality or incidental costs or expenses of Consultants;
 - (g) Costs associated with completing applications for the Connecting Links Program; and
 - (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

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

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

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

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario 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 Ontario 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.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

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

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario 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;
- (c) 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 Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) 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;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) 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;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) 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;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario 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;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) 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 Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, 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.

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

- (a) Provide to Ontario, 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 Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario 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 Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario 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 Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario 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.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario 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 Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

E.3.5 Aboriginal Consultation Plan. Based on the scope and nature of the Project, Ontario may require the Recipient, in consultation with Ontario, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan"). If Ontario provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide Ontario with a copy of the Aboriginal Consultation Plan.

E.3.6 *Changes to the Plan.* The Recipient agrees that Ontario, in its sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

E.3.7 *Aboriginal Consultation Records.* If consultation with Aboriginal Groups is required, the Recipient will maintain an Aboriginal consultation record and provide such record to the Ontario, and any update to it, as part of its reporting to the Ontario pursuant to section E.3.3.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 *No Acknowledgment Of Duty To Consult Obligations.* Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario 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 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 *No Substitution.* This Schedule shall 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 Ontario 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, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 *Notices In Relation To Schedule.* All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

| | Name of Report and Details Required | Due Date |
|----|--|---|
| 1. | Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project. | Within fifteen (15) Business Days of a council resolution and no later than June 30, 2022. |
| 2. | Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement. | Within fifteen (15) Business Days of a council resolution authorizing the contract award. |
| 3. | Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement. | Twice a year by January 15 and July 15 for the Term of the Agreement. |
| 4. | Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement. | Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion). |
| 5. | Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement. | Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion. |
| 6. | Other Reports or information as may be directed by Ontario from time to time, if any | On or before a date directed by Ontario. |

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

| | |
|------------------------------------|--|
| Recipient Municipality Name | |
| Project Name | |

REVISED PROJECT COSTS

| | ORIGINAL BUDGET (From Application) | REVISED BUDGET | VARIANCE |
|---|---|---------------------------|-----------------|
| Environmental Assessment/Permits | | | |
| Engineering/Design | | | |
| Project Management/Contract Administration | | | |
| Construction | | | |
| Miscellaneous | | | |
| Total | | | |
| Less Any Actual or Potential HST Rebates | | | |
| REVISED TOTAL NET ELIGIBLE COSTS | | | |

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

| |
|--|
| |
|--|

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

| | |
|----------------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Phone Number: | |
| Date: | |

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2022-23, a progress report is due on or before July 15, 2022. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

| | |
|------------------------------------|--|
| Recipient Municipality Name | |
| Project Name | |

Key Dates:

| Date | Forecasted | Actual |
|---|------------|--------|
| Total Eligible Project Costs to Date | | |
| Less Any Actual or Potential HST Rebates | | |
| TOTAL NET ELIGIBLE COSTS to Date | | |
| Start Date of Detail Design (if applicable) | | |
| End Date of Detail Design (if applicable) | | |
| Start Date of Construction (if applicable) | | |
| End Date of Construction (if applicable) | | |
| Substantial Completion Date | | |

Please provide information in format below and attach to this report.

| Description of Activities | Activity Status (On, Ahead, or Behind Schedule) | Issues to Date and Actions Taken to Resolve Issues | Confirm Expected Completion Date of Activity |
|---------------------------|---|--|--|
| | | | |
| | | | |
| | | | |
| | | | |

SCHEDULE “G” Continued**Other Progress to date**

Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available

Variance from original approved Project (if any)

If so, explain why and by when?

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____

Date: _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) 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 for the Project (above) funded through 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.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20__

 (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:

Project Name:

Section 1. Project Details

| Dates | Forecasted | Actual |
|-------------------------|------------|--------|
| Construction Start Date | | |
| Construction End Date | | |

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

SCHEDULE “G” continued**Section 2. Financial Information**

| Budget Item | Budgeted Cost | Actual Cost |
|---------------------------------------|----------------------|--------------------|
| Eligible Project Costs | \$ | \$ |
| Less HST Rebate | \$ | \$ |
| TOTAL NET ELIGIBLE COST | \$ | \$ |
| Total Interest Earned on Funds | | \$ |

For all invoices attached, please provide information in format below and attach to this report.

| Work Description | Invoice # | Invoice Date | Invoice Period | | Vendor | Total Amount (A) | HST | HST Rebated (B) | Net Eligible Cost (A-B) |
|-------------------------|------------------|---------------------|-----------------------|-----------|---------------|-------------------------|------------|------------------------|--------------------------------|
| | | | From | To | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTAL | | | | | | | | | \$ |

SCHEDULE “G” continued

Section 3. Project Outcomes and Benefits**1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

| | |
|--|----|
| | 20 |
|--|----|

SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

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

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario 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 has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

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

| | |
|------------------------------|--|
| NAME OF AUTHORIZED OFFICIAL: | |
| TITLE: | |
| DATE: | |

ADMINISTRATIVE REPORT

**Subject: Contribution agreement with Northern Ontario
Heritage Fund Corporation**

Date: September 21, 2022

To: Mayor and Council

From: Travis Rob, Manager Operations & Facilities



ADMINISTRATIVE RECOMMENDATION:

THAT Council enter a contribution agreement with Northern Ontario Heritage Fund Corporation for funding to construct an expansion to the Memorial Sports Centre as outlined in report AR-22-0052.

STRATEGIC IMPACT:

N/A

OPTIONS & ALTERNATIVES:

N/A

HISTORY:

In March 2021 an application was submitted to the Northern Ontario Heritage Fund Corporation for the expansion of the Memorial Sports Centre including the construction of a new pool and expansion to the weight and cardio rooms. An application was also submitted to the Green and Inclusive Community Buildings program through Infrastructure Canada, however we were unsuccessful in this program.

ANALYSIS:

Attached to this report is a contribution agreement between the Northern Ontario Heritage Fund Corporation and the Town of Fort Frances.

CONSULTATION:

- Tyler Young - Rec and Culture Manager

SUPPORTING DOCUMENTS:

[7520012 Conditional Contribution Agreement](#)

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made between:

NORTHERN ONTARIO HERITAGE FUND CORPORATION
a corporation existing under the laws of Ontario

(“**NOHFC**”)

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
a municipality existing under the laws of Ontario

(the “**Recipient**”)

Background:

NOHFC’s objects include the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa, and words in one gender include all genders;
- (b) the background and the headings do not form part of this Agreement; they are for reference only and shall not affect the interpretation of this Agreement;
- (c) any reference to dollars or currency shall be to Canadian dollars or currency;
- (d) the words “include”, “includes”, and “including” are used to indicate nonexclusive examples and not that the Parties intended such examples to be an exhaustive list;
- (e) any provision of this Agreement that states that NOHFC “may” do or agree to something, means that NOHFC may choose to do (or agree to) or to not do (or agree to) such thing in its sole discretion; and
- (f) in the event of a conflict between the main body of this Agreement and any schedule, the

main body of this Agreement governs unless otherwise specified.

1.2 **Definitions.** In this Agreement the following terms shall have the following meanings:

“Agreement” means this agreement, in respect of project number 7520012 and entered into between NOHFC and the Recipient, all of the following schedules, and any amending agreement entered into as provided in Section 14.2:

- (a) Schedule A – Project Description;
- (b) Schedule B – Project Budget; and
- (c) Schedule C – Change Request Form.

“Application Date” means the date that the application for funding in respect of the Project was received by NOHFC, being March 23, 2021.

“Business Day” means a day other than: (a) a Saturday or Sunday; (b) any statutory holiday in the Province of Ontario; or (c) any other day on which the Province of Ontario has elected to be closed for business.

“Change Request Form” means the form attached as Schedule C, in which the Recipient requests to amend certain terms of this Agreement pursuant to Section 3.3.

“Conflict of Interest” means any circumstance that, in the opinion of NOHFC, constitutes a conflict of interest, including:

- (a) in relation to the process of applying for funding for the Project, any circumstance where the Recipient (or any Related Party) has or could be perceived to have an unfair advantage, or engages in conduct, directly or indirectly, that could give it an unfair advantage over other applicants;
- (b) in relation to the performance of its obligations under this Agreement, any circumstance where the Recipient (or any person who has the capacity to influence the Recipient’s decisions) has outside commitments, relationships, or financial interests that interfere with, or could be seen to interfere with, the Recipient’s objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both; and
- (c) any situation where a Related Party owns, is employed by, or otherwise has an interest in an organization (other than the Recipient) that is carrying out work related to the Project.

“Effective Date” means the date on which this Agreement is signed by NOHFC.

“Eligible Project Costs” means the costs paid by the Recipient that are (a) incurred by the Recipient between the Application Date and the Project Completion Date; (b) in the opinion of NOHFC, reasonable and necessary for carrying out the Project; (c) limited to the cost categories and the amounts set out in the column captioned “Eligible Project Costs” in the Project Costs Chart, together with any explanatory notes thereto; and (d) net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

“Event of Default” has the meaning ascribed to it in Section 10.1.

“Excess Funds Amount” means the excess, if any, of X – Y where:

“X” is the amount of Funds provided to the Recipient under this Agreement; and

“Y” is the total Eligible Project Costs, multiplied by the Project Percentage.

“Funds” means the money NOHFC provides to the Recipient pursuant to this Agreement.

“Ineligible Project Costs” means all Project costs that are not Eligible Project Costs.

“Maximum Funds” means the maximum amount payable to the Recipient under this Agreement, which is the lesser of: (a) the Project Percentage of the total Eligible Project Costs, and (b) \$1,732,500.

“Northern Ontario” means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming.

“Party” means either NOHFC or the Recipient, and **“Parties”** means NOHFC and the Recipient.

“Project” means the undertaking described in Schedule A.

“Project Budget” means the budget for the Project set out in Schedule B.

“Project Completion Date” has the meaning ascribed to it in Schedule A.

“Project Costs Chart” means the chart of Project costs set out in Section 1 of Schedule B.

“Project Funding Chart” means the chart of Project funding set out in Section 2 of Schedule B.

“Project Location” means the location of the Project specified in Section 2 of Schedule A.

“Project Percentage” means the maximum percentage of Eligible Project Costs reimbursable by NOHFC under this Agreement, as set out in Section 2 of Schedule B and as may be adjusted from time to time by NOHFC pursuant to Section 4.1(d).

“Project Plan” means the milestones and timelines for the Project set forth in Section 3 of Schedule A.

“Project Report” means a written report on the Project, duly executed by the Recipient in the form specified by (and in substance satisfactory to) NOHFC.

“Public Entity” means any “public entity” as defined in the *Financial Administration Act* (Ontario).

“Related Party” includes any shareholder, director, officer, or employee of the Recipient, any individual related by blood, adoption, or marriage to any such person (each of the foregoing, a **“Person”**), or any other person not dealing at arms’ length (as such term is defined in the *Income Tax Act* (Canada)) with any such Person.

“Reports” means the reports described in Article 6.0 and any other reports requested by NOHFC.

“Request for Funds” means a request for Funds duly executed by the Recipient in the form specified by (and in substance satisfactory to) NOHFC.

2.0 THE PROJECT

2.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date that is three years after the Project Completion Date, unless terminated earlier in accordance with the terms of this Agreement.

2.2 **Project Completion.** The Recipient shall carry out and complete the Project:

(a) by the Project Completion Date; and

(b) in accordance with the Project Budget,

and otherwise in accordance with the terms and conditions of this Agreement.

2.3 **Project Costs.** Whenever the Recipient acquires goods or services to be claimed as Eligible Project Costs, it shall do so through a process that promotes the best value for money, which shall include the Recipient's compliance with the following:

(a) if the Recipient is selecting third-party contractors from which to acquire goods or services to be claimed as Eligible Project Costs in an amount greater than \$25,000, a competitive process must be used, including a written request for at least three submissions, written evaluation of submissions received and a written agreement with the successful contractor. Notwithstanding the foregoing, NOHFC may consent in writing to a non-competitive process over \$25,000 if details of urgency, special expertise, confidentiality, savings, or other circumstances warrant it; and

(b) to the extent applicable, the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder.

2.4 **Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any actual, potential, or perceived Conflict of Interest, except as disclosed to and expressly approved by NOHFC in writing. The Recipient shall promptly disclose to NOHFC any circumstances that a reasonable person would interpret as being a Conflict of Interest, and comply with any terms and conditions that NOHFC may require as a result of such disclosure.

2.5 **Movement and Disposal of Assets.** Except with NOHFC's prior written consent and subject to and without limiting the other terms and conditions of this Agreement, the Recipient shall not, from the Effective Date until the date that is three years after the Project Completion Date, sell, lease, or otherwise dispose of, or store or move to any location outside of Northern Ontario, any asset purchased, improved, or created, in whole or in part, with the Funds, or for which Funds were provided, in whole or in part, provided that the Recipient may sell, lease, or dispose of assets having an aggregate purchase cost not in excess of \$10,000 to the extent such sale, lease, or disposal is not otherwise prohibited by this Agreement.

2.6 **Buildings and Facilities.** Except with NOHFC's prior written consent, from the Effective Date

until the date that is three years after the Project Completion Date, the Recipient shall continue to own or continue to lease (as applicable) all buildings, facilities, or land purchased, constructed, or improved, in whole or in part, with the Funds, or for which, in whole or in part, Funds were provided.

2.7 Publicity.

- (a) Unless otherwise directed by NOHFC, the Recipient shall, in a form and manner approved by NOHFC, acknowledge the support of NOHFC in all publications of any kind (including digital), relating to the Project.
- (b) In order to acknowledge NOHFC's support for the Project, at NOHFC's request, the Recipient shall:
 - (i) install and maintain in good condition one or more signs or plaques supplied by NOHFC in conspicuous and visually unobstructed locations near the Project as approved by NOHFC; and/or
 - (ii) display NOHFC's visual identity digitally, in a format and manner approved by NOHFC.
- (c) The Recipient shall indicate in all of its Project-related publications, whether written, oral, visual, digital, or otherwise, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of NOHFC or the Government of Ontario.

3.0 CHANGES

- 3.1 **No Changes.** The Recipient shall not make any changes to the Project, the Project Budget, or the Project Plan without the prior written consent of NOHFC.
- 3.2 **Notification.** The Recipient shall notify NOHFC promptly if it becomes aware of any actual or potential changes as described in Section 3.1, or of any event that could reasonably be expected to affect the Recipient's ability to complete the Project in accordance with this Agreement.
- 3.3 **Change Requests.** In the event the Recipient:
 - (a) wishes to amend the Project Plan; and/or
 - (b) wishes to amend any portion of the Project Budget;

the Recipient shall submit a Change Request Form (with the appropriate section(s) completed) to NOHFC. NOHFC may approve or reject all or part of any such change request. If a Change Request Form is executed by both NOHFC and the Recipient, this Agreement shall be amended as set forth therein. Any other amendments to this Agreement must be made in accordance with Section 14.2.

4.0 FUNDS AND PAYMENT

4.1 Payment of Funds.

- (a) Subject to the terms and conditions of this Agreement, NOHFC shall:
 - (i) provide Funds to reimburse the Recipient for Eligible Project Costs in an amount that is equal to the Project Percentage of Eligible Project Costs, up to the aggregate limit of the Maximum Funds; and
 - (ii) provide such Funds by issuing a cheque in the Recipient's name or depositing the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) NOHFC shall have no obligation to provide any disbursement of Funds to the Recipient until the Recipient has submitted the following (in form and substance satisfactory to NOHFC):
 - (i) a completed Request for Funds;
 - (ii) copies of all invoices and/or such other documentation satisfactory to NOHFC evidencing costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds; and
 - (iii) copies of cancelled cheques and/or such other documentation satisfactory to NOHFC evidencing payment by the Recipient of the Eligible Project Costs claimed in the submitted Request for Funds.
- (c) NOHFC may provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance pursuant to this Section 4.1(c), the Recipient shall spend such Funds solely on Eligible Project Costs, and NOHFC shall not make any further disbursement of Funds until the Recipient has (in addition to satisfying all other necessary requirements under this Agreement) submitted evidence satisfactory to NOHFC that the Funds so provided pursuant to this Section 4.1(c) have been spent solely on Eligible Project Costs.
- (d) If the total Eligible Project Costs are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may vary the Project Percentage to permit an aggregate disbursement of Funds of up to the maximum set forth in clause (b) of the definition of Maximum Funds.

4.2 Limitations on Funding.

- (a) NOHFC shall hold back a portion of the total Funds payable to the Recipient hereunder equal to 10% of the Maximum Funds, to be released to the Recipient only after all of the following have occurred:
 - (i) receipt by NOHFC of all Reports required to date under the Agreement, including the final Project Report required pursuant to Section 6.1(a), following the completion of the Project in accordance with this Agreement; and

- (ii) receipt by NOHFC of the final Request for Funds for the Project in accordance with Section 4.1(b)(i).
- (b) The Recipient shall promptly notify NOHFC if any funds are received for the Project from sources not shown in the Project Funding Chart or in amounts that exceed the amounts set out in the Project Funding Chart. In any such case, NOHFC may reduce the Maximum Funds by, or demand the repayment of, an amount equal to any such additional funds, or vary the Project Percentage accordingly.
- (c) If any Excess Funds Amount exists at any time, NOHFC may:
 - (i) deduct an amount equal to the Excess Funds Amount from any further disbursement of Funds; or
 - (ii) demand the repayment of such Excess Funds Amount.

4.3 Conditions Precedent to Funding. NOHFC's obligation to provide Funds to the Recipient is subject to the satisfaction of the following conditions precedent (each in form and substance satisfactory to NOHFC):

- (a) NOHFC shall have received any information it may require to conduct a due diligence review of the Recipient and the Project, and NOHFC shall have completed and been satisfied with such review;
- (b) the Recipient shall have provided written evidence that the funds from all other sources set out in the Project Funding Chart have been committed;
- (c) the Recipient shall have provided all insurance certificates or other documents required pursuant to Article 8.0;
- (d) the Recipient shall have provided a completed electronic funds transfer information form enabling NOHFC to electronically transfer Funds into the Recipient's designated bank account; and
- (e) the Recipient shall have delivered all Reports required to date;

5.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and shall continue to be during the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has, and shall continue to have during the term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information provided in, or in support of, the application to NOHFC for funding in respect of the Project (including information relating to any eligibility requirements) was true and complete at the time provided, and shall continue to be true and complete in all material respects for the term of this Agreement, except as set out to the contrary in this Agreement;

- (d) it is not in default, and shall continue to not be in default, of any term, condition, or obligation under any agreement with NOHFC, Her Majesty the Queen in right of Ontario, or any other Public Entity;
- (e) it is, and shall at all times be, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licences, permits, codes, regulations, or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, rules, or decrees of any governmental authority or arbitrator that is legally binding at the time (including obtaining, at its own expense, all permits, licences, approvals, and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement), as well as all industry standards applicable to any aspect of the Recipient's operations or the Project;
- (f) it operates, and shall continue to operate during the term of this Agreement, its business in Northern Ontario;
- (g) it has, and shall maintain, the insurance required under Article 8.0; and
- (h) no Conflict of Interest exists, except as disclosed to and expressly approved by NOHFC in writing.

5.2 Execution of Agreement. The Recipient represents and warrants that:

- (a) it has the full power, authority, and capacity to enter into this Agreement; and
- (b) it has taken all necessary actions (if any) to authorize the execution and delivery of this Agreement.

5.3 Governance. The Recipient represents, warrants, and covenants that it has, shall maintain and shall follow during the term of this Agreement:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms;
- (d) procedures to manage the Funds prudently and effectively;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to identify risks to the completion of the Project and strategies to address the identified risks, in each case in a timely manner;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to this Agreement; and
- (h) procedures to address such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.0 REPORTING, ACCOUNTING, AND REVIEW

- 6.1 **Reporting.** The Recipient shall prepare and provide to NOHFC (in form and substance satisfactory to NOHFC):
- (a) within 90 days of the Project Completion Date, a completed and duly executed final Project Report, together with a final Request for Funds;
 - (b) if the Project has not yet been completed, within 60 days after each anniversary of the Effective Date, a completed and duly executed interim Project Report reporting on the status of the Project; and
 - (c) any other information, including accounts, data, and projections, or other Reports as NOHFC may request from time to time, within the timelines set out by NOHFC.
- 6.2 **Record Maintenance.** The Recipient shall keep and maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices and evidence of payment) relating to this Agreement, Eligible Project Costs, the Funds, or the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient.
- 6.3 **Records Review.** NOHFC may, upon 24 hours' notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing: (a) its books and financial records, including the records referred to in Section 6.2; (b) its affairs, finances, and accounts; (c) the progress of the Project; (d) the Recipient's allocation and expenditure of the Funds; or (e) any representation or warranty made to NOHFC.
- 6.4 **Cooperation.** The Recipient shall, on request by NOHFC: (a) provide NOHFC access to all of its records and documents associated with this Agreement or the Project, wherever located; (b) permit NOHFC to inspect, and assist NOHFC to copy and remove, such records and documents; (c) provide any information to NOHFC that NOHFC may identify, in any form requested; and (d) carry out any activities that NOHFC requests in connection with this Article 6.0.
- 6.5 **No Control of Records.** For clarity, no provision of this Agreement shall be construed as giving NOHFC any control whatsoever over the Recipient's records.
- 6.6 **Auditor General.** NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 6.7 **Audit Report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any information submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request, and the Recipient shall provide at its own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General, as applicable, in form and content and address:
- (a) Funds received to date;
 - (b) Eligible Project Costs incurred by the Recipient to date;

- (c) whether Eligible Project Costs that have been claimed were incurred in accordance with the Project and this Agreement; and
- (d) any other financial information pertaining to this Agreement as may be reasonably specified in the request.

7.0 INDEMNITY

- 7.1 **Indemnification.** The Recipient shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement.

8.0 INSURANCE

- 8.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and shall maintain until the final disbursement of Funds is made under this Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent), and comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence, which commercial general liability policy shall include the following:
- (a) coverage on an occurrence basis;
 - (b) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - (c) a cross-liability clause;
 - (d) contractual liability coverage; and
 - (e) a 30-day written notice of cancellation or material change.
- 8.2 **Proof of Insurance.** The Recipient shall, in accordance with Section 4.3(c) and as NOHFC may otherwise request, provide NOHFC with certificates of insurance, or other proof as NOHFC may require, that confirms the insurance coverage required by Section 8.1. Further, upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 8.3 **Third Party Insurance.** The Recipient shall ensure that any subcontractors retained to perform any part or parts of the Project shall have insurance in place that is: (a) appropriate to the Project risks; and (b) consistent with commercial practice in the subcontractor's industry.

9.0 TERMINATION ON NOTICE

9.1 **Termination on Notice.** NOHFC may terminate this Agreement at any time, for any reason and without liability, penalty, or costs, upon giving at least 30 days' notice to the Recipient.

9.2 **Consequences of Termination.** If NOHFC terminates this Agreement pursuant to Section 9.1, NOHFC may take one or more of the following actions:

- (a) cancel further disbursements of Funds;
- (b) demand and require the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the Recipient's reasonable costs 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 9.2(b); and/or
 - (ii) provide Funds to the Recipient to cover some or all of such costs.

10.0 EVENT OF DEFAULT AND CORRECTIVE ACTION

10.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":

- (a) in the opinion of NOHFC, the Recipient has provided false or misleading information to NOHFC;
- (b) any representation or warranty provided to NOHFC (herein or otherwise) by or on behalf of the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (c) in the opinion of NOHFC, the Recipient breaches any covenant, or any other term or condition of this Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement, without the prior written consent of NOHFC:
 - (i) carry out and complete the Project by the Project Completion Date;
 - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
 - (iii) use or spend Funds; and/or
 - (iv) provide Reports;
- (d) the nature or location of the Recipient's operations, the Recipient's financial condition, or the Recipient's organizational structure changes such that the Recipient no longer meets one or more of the applicable eligibility requirements of the program under which it was approved for NOHFC funding;

- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, files for the appointment of a receiver, or applies to take the benefit of any statute for the relief of debtors;
- (f) if any bankruptcy, reorganization, arrangement, or other insolvency proceeding under any statute for the relief of debtors is instituted in respect of the Recipient and is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- (g) the Recipient fails to comply with any term, condition, or obligation under any other agreement with NOHFC, Her Majesty the Queen in right of Ontario or any other Public Entity, or the Recipient experiences an event of default under any such agreement, and such failure or event of default continues after the applicable notice and cure period, if any, and is continuing;
- (h) the Recipient ceases to operate in Northern Ontario; or
- (i) a Conflict of Interest exists that cannot be resolved to NOHFC's satisfaction.

10.2 **Corrective Action.** If an Event of Default has occurred and is continuing, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the Maximum Funds or the Project Percentage;
- (d) cancel all further disbursements of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed to by NOHFC;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient;
- (h) demand payment to NOHFC of an amount equal to any costs NOHFC incurs to enforce its rights under this Agreement, including any costs associated with any audit, inspection, or collection hereunder, and any other legal or professional costs;
- (i) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (j) exercise any other rights or remedies available to NOHFC under this Agreement or applicable laws,

provided that, upon the occurrence of an Event of Default under Section 10.1(e) or 10.1(f), NOHFC's obligation to make any further payment of Funds shall immediately terminate, all

Funds provided by NOHFC shall be deemed to have been demanded for repayment pursuant to Section 10.2(g), and such Funds shall immediately become due and payable, automatically and without any notice, demand, or act by NOHFC, all of which are expressly waived by the Recipient.

10.3 **Opportunity to Remedy.** Without prejudicing its rights under Section 10.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing notice to the Recipient of:

- (a) the particulars of the Event of Default;
- (b) the period of time that NOHFC is providing for the Recipient to remedy the Event of Default; and
- (c) any conditions that NOHFC imposes in order to be satisfied that the Recipient has remedied the Event of Default.

10.4 **Recipient Not Remediating.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section 10.3 and:

- (a) the Recipient does not remedy the Event of Default to NOHFC's satisfaction within the time period specified in the notice;
- (b) NOHFC determines that the Recipient cannot satisfactorily remedy the Event of Default within the time period specified in the notice or such further period of time as NOHFC considers reasonable; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC;

then NOHFC may immediately initiate any one or more of the actions provided for in Section 10.2.

11.0 **REPAYMENT AND SET OFF**

11.1 **Debt Due.** If the Recipient owes any monies to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay such amount to NOHFC immediately (unless NOHFC directs otherwise) by cheque payable to "Northern Ontario Heritage Fund Corporation", mailed to NOHFC at the address provided in Section 13.1.

11.2 **Interest Rate.** NOHFC may charge the Recipient interest on any monies owing to NOHFC by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

11.3 **Set Off.** Without limiting the application of any applicable laws, if the Recipient is indebted to NOHFC, Her Majesty the Queen in right of Ontario, or any Public Entity (under this or any other agreement between them), NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.

12.0 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

- 12.1 **Amounts Owing by Recipient and Subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with this Agreement.
- 12.2 **NOHFC's Right to Pay Amounts Due and Unpaid by Recipient or Subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due all amounts required to be paid by it or its subcontractors to complete the Project in accordance with this Agreement, NOHFC shall have the right, but for greater certainty, no obligation (and in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity), to pay any such amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing to the Recipient pursuant to this Agreement, together with all costs incurred by NOHFC in connection therewith, or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

13.0 NOTICE

- 13.1 **Notice in Writing and Addressed.** Any notice given under this Agreement shall be in writing and shall be delivered by personal delivery or courier, mailed by registered mail, or sent by fax or e-mail, and shall be addressed to NOHFC and the Recipient, respectively, as follows, or as either Party later designates to the other by notice:

To NOHFC:

Northern Ontario Heritage Fund Corporation
70 Foster Drive, Suite 200
Sault Ste. Marie, Ontario P6A 6V8

Attention: Executive Director

Fax: 705-945-6701

E-mail:

NOHFC.FinancialServicesUnit@ontario.ca

To the Recipient:

The Corporation of the Town of Fort
Frances
320 Portage Ave, Fort Frances, Ontario
P9A 3P9

Attention: Aaron Bisson, Recreation
and Culture Manager

Fax: N/A

E-mail: abisson@fortfrances.ca

- 13.2 **Notice.** Any notice given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof; provided that if any such day is not a Business Day, on the first Business Day thereafter. Any notice given by electronic means on a Business Day before 4:00 p.m. shall be deemed to have been given and received on such Business Day, and otherwise shall be deemed to have been given and received on the first Business Day following transmission.
- 13.3 **Postal Disruption.** Despite Section 13.2, following the occurrence and during the continuation of a postal disruption:
- (a) notice by registered mail shall not be deemed to be given or received; and
 - (b) the Party giving notice shall give notice by e-mail, personal delivery, courier, or fax.

14.0 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

- 14.1 **Entire Agreement.** This Agreement 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, understandings, and agreements regarding such subject matter.
- 14.2 **Modification of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.
- 14.3 **Consent.** Wherever the consent of NOHFC is referenced in this Agreement, the decision to provide (or not provide) such consent shall be at NOHFC's sole discretion, and NOHFC's consent may be given subject to the satisfaction of any terms and conditions specified by NOHFC (including the recovery of Funds provided to the Recipient).
- 14.4 **Waivers in Writing.** The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Recipient shall not operate as a waiver or release thereof, or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective, and shall be limited only to the specific breach waived.

15.0 ASSIGNMENT

- 15.1 **No Assignment.** The rights and obligations of the Recipient under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which NOHFC may provide or withhold. The rights and obligations of NOHFC under this Agreement may be assigned by NOHFC without the prior consent of the Recipient, and NOHFC shall, to the extent of the interest assigned, be released from its obligations under this Agreement but in any event shall continue to be entitled to the benefits of Article 7.0.
- 15.2 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

16.0 ACKNOWLEDGEMENTS

- 16.1 **Acknowledgements.** The Recipient acknowledges that:
- (a) NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act;
 - (b) by receiving the Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (c) Her Majesty the Queen in right of Ontario has issued directives and guidelines regarding expenses, perquisites, and procurement pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (d) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to NOHFC or the Government of Ontario; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (e) NOHFC is not responsible for carrying out the Project, and, without limiting the foregoing, the Recipient shall remain responsible for any cost overruns related to the Project.

17.0 SURVIVAL

17.1 **Survival.** The provisions in Article 1.0, Section 2.4, Section 2.7, Sections 4.2(b) and 4.2(c), Article 6.0, Article 7.0, Sections 10.1, 10.2(e), (f), (g), (h), and (j), Article 11.0, Article 12.0, Article 13.0, Article 15.0, Article 16.0, Article 17.0, Sections 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of the Agreement, and continue in full force and effect for a period of 7 years thereafter.

18.0 MISCELLANEOUS

- 18.1 **Governing Law.** This Agreement and the rights, obligations, and relations of the Parties shall 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 shall be conducted in Ontario.
- 18.2 **Agreement into Effect.** The Recipient will provide such further assurances as NOHFC 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, including executing and delivering further documents, necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.
- 18.3 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 18.4 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Recipient shall not take any actions that could establish or imply such a relationship.
- 18.5 **Agent.** The Recipient acknowledges that NOHFC may from time to time appoint agents, representatives, and independent auditors to carry out any of its rights or obligations under this Agreement.
- 18.6 **Joint and Several Liability.** Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to NOHFC for the obligations of the Recipient under the Agreement.

- 18.7 **Rights and Remedies Cumulative.** The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 18.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.9 **Execution by Electronic Means.** This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original signature. The words "execution," "signed," "signature," and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

[Signature page follows]

The Parties have executed this Agreement on the dates set out below.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Date

Name: John Guerard
Title: Executive Director (A)

THE CORPORATION OF THE TOWN OF FORT FRANCES

Date

Name:
Title:

Name:
Title:

I/We have authority to bind the Recipient.

SCHEDULE A
PROJECT DESCRIPTION

1. Project Summary

The Recipient will renovate and expand the existing Memorial Sports Centre by undertaking the following activities:

(a) construct an approximately 12,000 square foot addition to the Building, which will include:

(i) a new pool;

(ii) an expanded weight room, with added fitness areas and outside access;

(iii) new fitness rooms with cardio equipment;

(iv) an additional squash court;

(v) new changerooms, including an accessible family changeroom;

(b) purchase exercise equipment; and

(c) decommission and repurpose the old pool area into a separate fitness area.

2. Project Location

Town of Fort Frances, Ontario

3. Project Plan

The Recipient shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

| Project milestones | Timing | |
|---------------------------|--------------------------------|------------------------------|
| | Start (month/ year) | End (month/ year) |
| | | |
| | | |
| | | |
| | | |
| | | |

Project completion date (the “**Project Completion Date**”): _____, 20__

SCHEDULE B
PROJECT BUDGET

1. Project Costs Chart

| <i>Project cost category</i> | <i>Eligible Project Costs</i> | <i>Ineligible Project Costs</i> | <i>Total cost</i> |
|-------------------------------------|--------------------------------------|--|--------------------------|
| Construction / Renovation | \$4,050,000 | \$0 | \$4,050,000 |
| Engineering / Design | \$425,000 | \$0 | \$425,000 |
| Weight room and exercise equipment | \$200,000 | \$0 | \$200,000 |
| TOTAL | \$4,675,000 | \$0 | \$4,675,000 |

2. Project Funding Chart

| <i>Funding sources</i> | <i>Financing type</i> | <i>Project cost category</i> | <i>Total funding</i> |
|---|------------------------------|-------------------------------------|-----------------------------|
| NOHFC | Conditional contribution | Eligible Project Costs | \$1,732,500 |
| Recipient | Cash | All Costs | \$467,500 |
| Infrastructure Canada Green and Inclusive Community Buildings – Competitive Intake Stream | Conditional contribution | All Costs | \$2,475,000 |
| TOTAL | | | \$4,675,000 |
| Project Percentage (NOHFC % of total Eligible Project Costs) | | | 37.05% |

SCHEDULE C
CHANGE REQUEST FORM

TO: Northern Ontario Heritage Fund Corporation (“**NOHFC**”)

RE: Conditional contribution agreement between NOHFC and The Corporation of the Town of Fort Frances (the “**Recipient**”) effective as of [], 20[] (as the same may be amended from time to time, the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Agreement.

The Recipient hereby requests the following modifications to the Agreement:

1. ☐ **Amendment to Project Plan** (For a requested change to the Project milestones and/or their respective timelines, and/or the Project Completion Date.)

[Indicate new Project milestones, their respective timelines, and Project Completion Date below. If the new information you provide is acceptable to NOHFC, this section will replace what appears in the Agreement upon the effectiveness of this amendment.]

Replace the Project Plan with the following:

Project Plan

The Recipient shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

| Project milestones | Timing | |
|---------------------------|--------------------------------|------------------------------|
| | Start (month/ year) | End (month/ year) |
| | | |
| | | |
| | | |
| | | |
| | | |

Project completion date (the “**Project Completion Date**”): _____, 20__

(Change Request Form continued on following page – please fill out all applicable sections)

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

2. ☐ **Changes to Project Budget** (For a requested change to any portion of the Project Budget, including the Project Costs Chart and/or the Project Funding Chart.)

[Speak to your Project Officer about filling in these charts. If your requested revisions are acceptable to NOHFC, these charts, as applicable, will replace what appears in the Agreement upon the effectiveness of this amendment.]

- ☐ Replace the Project Costs Chart with the following:

Project Costs Chart

| Project cost category | Eligible Project Costs | Ineligible Project Costs | Total cost |
|------------------------------|-------------------------------|---------------------------------|-------------------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| TOTAL | \$ | \$ | \$ |

- ☐ Replace the Project Funding Chart with the following:

Project Funding Chart

| Funding sources | Financing type | Project cost category | Total funding |
|---|-----------------------|------------------------------|----------------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | |
| | | | |
| TOTAL | | | \$ |
| Project Percentage (NOHFC % of total Eligible Project Costs) | | | % |

(Change Request Form continued on following page – please fill out all applicable sections)

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

3. Effectiveness of Amendment

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that:

- (a) the information provided to NOHFC (and/or its agents or representatives) to support this request is true, complete, and accurate;
- (b) the representations and warranties set forth in the Agreement are true and correct in all material respects;
- (c) except as specifically dealt with herein, no Event of Default has occurred and is continuing; and
- (d) all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Except as may be specifically set forth herein, neither NOHFC's signature on this Change Request Form, nor anything contained herein, shall act as a waiver by NOHFC of any present or future default that may exist under the Agreement. Unless expressly amended herein, all terms and conditions of the Agreement remain in full force and effect, unamended.

By their respective signatures below, each Party agrees to the requested amendments and the Agreement is accordingly amended effective as of the date NOHFC has executed this form. This Change Request Form may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Change Request Form may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original signature.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Position:

Date: _____

Name:
Position:

I/We have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Name:
Position:

Date: _____

2022 - Tonnage at Landfill Site - Updated September 7, 2022

| MONTH | Residential Waste | | ICI Waste | | Non Community Waste | Non Community Waste (%) | Covering Material | 2021 | Average last 10 years | 2022 | 2021 | Average last 10 years | 2022 | 2022-2021 | |
|-------|-------------------|-------|-----------|-------|---------------------|-------------------------|-------------------|--------------|-----------------------|-------------|--------------|-----------------------|--------------|-----------|---------------|
| | (tonne) | | (tonne) | | (tonne) | | (tonne) | Total Tonne | Total Tonne | Total Tonne | Total Fees | Fees | Total Fees | Tonnes | Fees |
| | Res (%) | | ICI (%) | | | | | 2012 to 2021 | 2012 to 2021 | | | 2012 to 2021 | | | |
| JAN | 162.33 | 35.3% | 226.28 | 49.3% | 86.50 | 18.8% | 0.00 | 459.22 | 426.05 | 475.11 | \$ 25,366.15 | \$ 23,737.37 | \$ 25,255.40 | 15.89 | -\$ 110.75 |
| FEB | 118.55 | 30.4% | 207.81 | 53.4% | 6.77 | 1.7% | 0.00 | 389.49 | 352.10 | 333.13 | \$ 24,123.20 | \$ 19,887.21 | \$ 21,756.05 | -56.36 | -\$ 2,367.15 |
| MAR | 144.73 | 14.8% | 269.07 | 27.5% | 8.87 | 0.9% | 733.11 | 979.768 | 481.99 | 1,155.78 | \$ 37,106.95 | \$ 30,919.67 | \$ 31,689.20 | 176.01 | -\$ 5,417.75 |
| APRIL | 187.41 | 26.7% | 320.86 | 45.7% | 8.46 | 1.2% | 1299.33 | 702.84 | 592.48 | 1,816.06 | \$ 45,566.13 | \$ 36,901.77 | \$ 41,996.65 | 1,113.22 | -\$ 3,569.48 |
| MAY | 307.61 | 43.6% | 400.75 | 56.8% | 8.72 | 1.2% | 8.77 | 705.19 | 734.64 | 725.85 | \$ 45,287.00 | \$ 42,681.85 | \$ 52,939.60 | 20.66 | \$ 7,652.60 |
| JUNE | 290.14 | 46.9% | 483.84 | 78.2% | 10.47 | 1.7% | 1536.62 | 618.77 | 813.63 | 2,321.07 | \$ 40,220.10 | \$ 42,721.69 | \$ 56,945.75 | 1,702.30 | \$ 16,725.65 |
| JULY | 275.82 | 34.5% | 593.23 | 74.2% | 8.44 | 1.1% | 683.87 | 799.37 | 631.99 | 1,542.61 | \$ 39,932.70 | \$ 40,253.76 | \$ 53,905.20 | 743.24 | \$ 13,972.50 |
| AUG | 257.07 | 34.0% | 420.37 | 55.5% | 8.28 | 1.1% | 2291.41 | 757.10 | 695.87 | 2,720.06 | \$ 52,713.60 | \$ 42,540.36 | \$ 46,921.85 | 1,962.97 | -\$ 5,791.75 |
| SEPT | | 0.0% | | 0.0% | | 0.0% | | 729.60 | 695.74 | 0.00 | \$ 50,808.55 | \$ 42,958.03 | | -729.60 | -\$ 50,808.55 |
| OCT | | 0.0% | | 0.0% | | 0.0% | | 620.28 | 843.13 | 0.00 | \$ 40,565.40 | \$ 46,321.47 | | -620.28 | -\$ 40,565.40 |
| NOV | | 0.0% | | 0.0% | | 0.0% | | 565.34 | 562.11 | 0.00 | \$ 34,202.60 | \$ 32,790.82 | | -565.34 | -\$ 34,202.60 |
| DEC | | 0.0% | | 0.0% | | 0.0% | | 457.74 | 442.22 | 0.00 | \$ 28,793.15 | \$ 24,505.91 | | -457.74 | -\$ 28,793.15 |

Average per monthly

\$

184.13

\$

0.30

\$

284.95

\$

0.47

\$

23.86

\$

0.05

\$

408.24

\$

647.30

\$

517.45

\$

901.19

\$

35,489.89

\$

30,825.57

\$

34,727.38

\$

253.89

-\$

762.51

Total

1743.66

2922.21

146.51

6553.11

7784.70

7271.95

11089.67

\$

464,685.53

\$

426,219.90

\$

331,409.70

3304.97

-\$

133,275.83

Town of Fort Frances Tonnage

4665.87

\$ 464,685.53

Actual

\$ 331,409.70

\$ 440,000.00

Budget

\$ 440,000.00

Total Tonnage

11089.67

\$ 425,878.63

Forecasted

\$ 416,728.56

| | | |
|---------------------|---------|--------|
| Residential Tonnage | 1743.66 | 15.72% |
| ICI Tonnage | 2922.21 | 26.35% |
| Coverage material | 6553.11 | |

Sewer & Water Data for 2022

up-dated September 16, 2022

| Month | Days per month | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2022-2021 | 2022-2021 | 2022 | 2022 | Monthly |
|-----------------|-------------------|------------|------------|------------|------------|---------|------------|------------|------------|------------|---------|-----------|------------|------------|---------------|--------------|
| | | Total | daily | Couch. | Couch. | Couch. | Total | daily | Couch. | Couch. | Couch. | Diff | Diff | Difference | Infiltration | Infiltration |
| | | Sewage | Sewage | Sewage | Sewage | Sewage | Treated | Treated | 2 Water | 2 Water | Water | Treated | Wastewater | STP-WTP | daily average | US Gallons |
| | | STP | STP | Meters | Meters | % | WTP | WTP | Meters | Meters | % | WTP | STP | | | |
| | | cu. meters | cu. meters | cu. meters | cu. meters | | cu. meters | cu. meters | cu. meters | cu. meters | | | | | | |
| | | monthly | daily | monthly | daily | | monthly | daily | monthly | daily | | | | | | |
| January | 31 | 165767 | 5347.32 | 9178 | 296.06 | 5.54% | 108550 | 3501.6 | 15229 | 491.2 | 14.03% | 3190.0 | 10302.0 | 57217.0 | 1845.7 | 15,115,129 |
| February | 28 | 146159 | 5219.96 | 9649 | 344.61 | 6.60% | 116300 | 4153.6 | 15229 | 543.9 | 13.09% | 12410.0 | -724.0 | 29859.0 | 1066.4 | 7,887,912 |
| March | 31 | 181143 | 5843.32 | 12116 | 390.84 | 6.69% | 143250 | 4621.0 | 22373 | 721.7 | 15.62% | 34130.0 | 21743.0 | 37893.0 | 1222.4 | 10,010,270 |
| April | 30 | 393808 | 13126.93 | 19882 | 662.73 | 5.05% | 106280 | 3542.7 | 22373 | 745.8 | 21.05% | 6880.0 | 167664.0 | 287528.0 | 9584.3 | 75,956,847 |
| May | 31 | 538725 | 17378.23 | 20199 | 651.58 | 3.75% | 110630 | 3568.7 | 8887 | 286.7 | 8.03% | -2660.0 | 359272.0 | 428095.0 | 13809.5 | 113,090,712 |
| June | 30 | 342786 | 11426.20 | 18032 | 601.07 | 5.26% | 107220 | 3574.0 | 8887 | 296.2 | 8.29% | -28250.0 | 198452.0 | 235566.0 | 7852.2 | 62,229,941 |
| July | 31 | 325959 | 10514.80 | 15463 | 498.81 | 4.74% | 115320 | 3720.0 | | 0.0 | 0.00% | -63610.0 | 183261.9 | 210638.9 | 6794.8 | 55,644,899 |
| August | 31 | | 0.00 | 13182 | 425.23 | #DIV/0! | 109720 | 3539.4 | | 0.0 | 0.00% | -29350.0 | -146248.0 | -109720.0 | -3539.4 | (28,984,952) |
| September | 30 | | 0.00 | | 0.00 | #DIV/0! | | 0.0 | | 0.0 | #DIV/0! | -99820.0 | -162428.0 | 0.0 | 0.0 | - |
| October | 31 | | 0.00 | | 0.00 | #DIV/0! | | 0.0 | | 0.0 | #DIV/0! | -96920.0 | -175723.0 | 0.0 | 0.0 | - |
| November | 30 | | 0.00 | | 0.00 | #DIV/0! | | 0.0 | | 0.0 | #DIV/0! | -93590.0 | -180930.0 | 0.0 | 0.0 | - |
| December | 31 | | 0.00 | | 0.00 | #DIV/0! | | 0.0 | | 0.0 | #DIV/0! | -102560 | -174412.0 | 0.0 | 0.0 | - |
| Total | 365 | 2094347 | | 117701 | | | 917270.0 | | 92977.0 | | | -460150.0 | 100229.9 | 1177076.9 | 3224.9 | 310,950,759 |
| Monthly Average | | 299192.4 | 5738.1 | 14712.6 | 322.6 | 6.28% | 114658.8 | 2518.4 | 15496.2 | 257.1 | 14.25% | 16576.7 | 10440.3 | 41656.3 | 1378.2 | 11,004,437 |

Frog Creek Station equipment failure reporting negative flows. Reported here as 0
Includes 27675m3 bypass volume at the plant due to extreme wet weather
Includes 16930m3 bypass volume at the plant due to extreme wet weather

Couchiching experienced a watermain break in March just off of 5 Mile Dock Road

August 20, 2022

Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario
P9A 3M5

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
July 2022 Monthly Report**

As per the operating agreement, the attached document is the July 2022 monthly report for the Fort Frances Wastewater Treatment Facility.

The report highlights the influent and effluent quality and the process parameters. Additionally, the routine operation and maintenance activities conducted by the operators are summarized.

If you have any questions regarding this report do not hesitate to contact Mr. Ty Maurice, Senior Operations Manager.

Yours truly,



Kelly Cunningham
Team Lead

For Ty Maurice
Senior Operations Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
July 2022 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of July 2022; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

| | |
|--------------------|--|
| Capacity of Works | 9000 m ³ /day (average flow) |
| Service Area | Town of Fort Frances and Couchiching Reserve |
| Service Population | 9000 |
| Effluent Receiver | Rainy River |
| Major Process | Secondary treatment facility complete with a phosphorus removal system; ultra violet disinfection; aerobic sludge stabilization and dewatering |

The Fort Frances Sewage Treatment Plant operates under *Environmental Compliance Approval Number 6786-A44PWG*. The ECA outlines the terms and conditions, and the report captures these terms and conditions in the following sections.

LABORATORY

ALS Laboratory Group – Thunder Bay is contracted to conduct the required analytical tests of the influent (raw) and effluent samples; weekly requirement.

JULY 2022 EFFLUENT QUALITY

| <i>Parameters</i> | <i>Monthly Actual Concentration mg/L</i> | <i>Compliance Criteria Concentration mg/L</i> | <i>Performance Objective Concentration mg/L</i> | <i>Monthly Actual Loading, kg/d</i> | <i>Compliance Criteria Loading kg/d</i> | <i>Performance Objective Loading kg/d</i> |
|------------------------------------|--|---|---|--|---|---|
| CBOD ₅ | 2.0 mg/L | 25 mg/L | 15 mg/L | 21.8 kg/d | 225 kg/d | 135 kg/d |
| Total Suspended Solids | 3.9 mg/L | 25 mg/L | 15 mg/L | 40.6 kg/d | 225 kg/d | 135 kg/d |
| Total Phosphorus | 0.20 mg/L | 1.0 mg/L | 0.9 mg/L | 2.14 kg/d | 9 kg/d | 8.1 kg/d |
| Total Nitrogen Nitrate Nitrogen | 6.82 mg/L 4.76 mg/L | | | | | |
| Total Cl ₂ Residual | | <0.01 mg/L (when in use) | | | | |
| E-Coli | | 31.5 count/100 ml (geometric mean) | | 200 count/100ml (geometric mean) | | E-coli not to exceed 150 organisms/100ml (monthly geometric mean density) |
| pH | | | | pH range 7.3 to 7.7; average pH was 7.5 | | |
| Temperature degrees C | | | | Temperatures ranged from 12.5 to 15.0 C; average temperature of effluent was 13.5 C | | |

Compliance criteria are mandatory requirements of the ECA and performance objectives are a goal to be achieved using best reasonable efforts.

WASTEWATER LIQUID PROCESS

The average daily flow for July was 10496.0 m³/day. This represents 187% of the design average flow. Total treated flow for the month was 325376 m³. There was one Manhole 8 overflow event on July 12 that totaled 582.9 m³. The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objectives as outlined in the Environmental Compliance Approval.

MAINTENANCE

The operators performed the routine operations and maintenance at the treatment plant and pumping stations. The activities are highlighted as follows and a summary will be included:

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain. Hosed Snail
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Inspected teacup
- Greased flocculator seal bearing
- Replaced a broken shear pin longitudinal collector number 2
- Flushed digester level sensor
- Changed oil in blowers 3 and 5

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Assisted the TOFF crew to lift the Atlas pump suction piping

PROCESS AND OPTIMIZATION ISSUES

Blower 3 is providing air to the two digesters. Blowers 1 and 2 are providing air to their respective aeration cells. Blower 4 has been sent for repair and a new replacement has been ordered as well.

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 79.6 m³ (7 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 21.5 % TS for the month but slump test results from the landfill site have not been provided. The Fournier press ran for 83.8 hours in the past month.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There was a manhole 8 overflow event on July 12 and a UV bypass event on July 12-13.

COMMENTS

Plant power consumption for the month was 554 (x 180 multiplier) kWh.

The Fournier press has been operated 761.6 hours in 2022.

There was 1 Manhole 8 overflow event on July 12 that totaled 582.9 m³. There was also 1 UV bypass event that began on July 12 and ended on July 13.

July 1, 2 and 3 daily peak flow and total flow numbers were estimates.

The new plant generator and walkways were set on the cement pad July 7 and then fastened in place.

REPORTS

ALS – Environmental Analytical Reports (on-file at plant)

Fort Frances WPCP Equipment Run Time Report (on-file at plant)

Bypass Report (on-file at plant as per occurrence)

Incident Report (on-file at plant as per occurrence)

2022 Fort Frances Wastewater

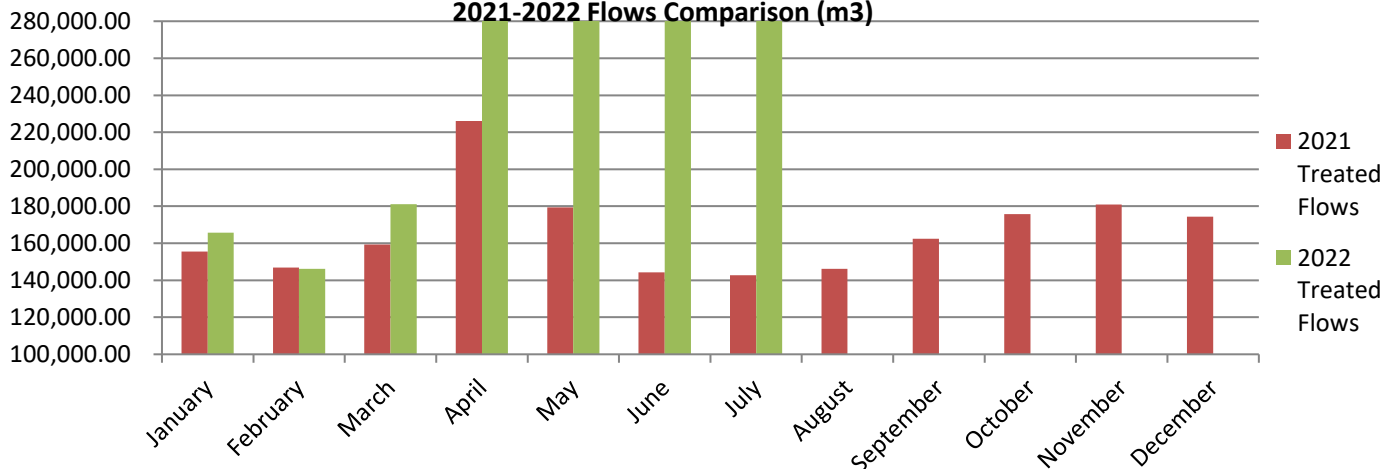
| Month | Sewage Flows Year 2022 | | | | | Usage | Calculated | Sludge | Removal Efficiency | |
|-----------|------------------------|---------|-----------|-----------|-----------|----------|------------|--------|------------------------------|--|
| | Avg. Day | Max Day | Total | Total | Total | % Plant | Volume | Bins | CBOD5 0.95909783 | |
| | Flow | Flow | Treated | ByPass | Volume | Capacity | Hauled | Hauled | Suspended Solids 0.970567526 | |
| | m3 | m3 | Volume ML | Volume ML | ML | | M3 | | Total Phosphorus 0.963041183 | |
| January | 5347.3 | 5710 | 165767 | | 165767 | 59% | 111.0 | 12 | | |
| February | 5220.0 | 7432 | 146159 | | 146159 | 58% | 96.8 | 10 | | |
| March | 5843.3 | 6920 | 181143 | | 181143 | 65% | 118.9 | 11 | | |
| April | 12204.4 | 19452 | 366133 | 27675.2 | 393808.2 | 136% | 102.4 | 10 | | |
| May | 16832.1 | 19000 | 521795 | 16930.4 | 538725.4 | 187% | 91.3 | 9 | | |
| June | 11416.7 | 19000 | 342500 | 286.0 | 342786 | 127% | 69.6 | 7 | | |
| July | 10496.0 | 17983 | 325376 | 582.9 | 325958.9 | 117% | 79.6 | 7 | | |
| August | | | | | | 0% | | | | |
| September | | | | | | 0% | | | | |
| October | | | | | | 0% | | | | |
| November | | | | | | 0% | | | | |
| December | | | | | | 0% | | | | |
| Sum | | | | 45474.5 | 2094347.5 | | 669.6 | 66 | | |
| Average | 9623 | | 292696 | | 299193 | 88% | 95.7 | 9.4 | | |
| Max | | 19452 | 521795 | | 538725.4 | | | 12 | | |
| ECA | 9000 | 18000 | | | | | | | | |

| Month | BOD5/CBOD5 | | | Suspended Solids | | | Total Phosphorus | | | Nitrogen | | E. Coli | pH | |
|-----------|---------------|----------------|------------------|------------------|---------------|-----------------|------------------|---------------|-----------------|---------------|-------------------|------------------|---------|---------|
| | Avg. Raw | Avg. Eff. | Avg. Load | Avg. Raw | Avg. Eff. | Avg. Load | Avg. Raw | Avg. Eff. | Avg. Load | Avg. Raw | Avg. Eff. | Geo Mean | Monthly | Monthly |
| | BOD (mg/L) | CBOD (mg/L) | CBOD (kg/day) | S.S (mg/L) | S.S (mg/L) | S.S (kg/day) | T.P (mg/L) | T.P (mg/L) | T.P (kg/day) | TKN (mg/L) | Total N (mg/L) | Counts /100ml | Minimum | Maximum |
| January | 111.3 | 4.5 | 24.1 | 185.2 | 3.5 | 18.7 | 2.92 | 0.14 | 0.75 | 19.5 | 13.1 | 49.7 | 7.0 | 7.5 |
| February | 139.0 | 4.0 | 20.8 | 212.5 | 3.3 | 17.8 | 3.18 | 0.13 | 0.66 | 20.8 | 16.0 | 13.2 | 7.1 | 7.4 |
| March | 106.5 | 3.0 | 17.0 | 192.5 | 2.8 | 16.9 | 26.50 | 0.18 | 1.06 | 16.4 | 15.5 | 34.8 | 7.1 | 7.3 |
| April | 59.3 | 2.8 | 31.0 | 105.9 | 3.7 | 44.4 | 1.55 | 0.33 | 3.81 | 10.4 | 9.9 | 742.1 | 7.3 | 7.5 |
| May | 30.6 | 2.8 | 49.7 | 62.8 | 5.7 | 95.6 | 1.04 | 0.23 | 3.90 | 6.0 | 7.0 | 107.0 | 7.3 | 7.5 |
| June | 27.1 | 2.2 | 28.4 | 68.5 | 4.3 | 51.2 | 0.94 | 0.19 | 2.18 | 7.8 | 7.7 | 70.7 | 7.3 | 7.6 |
| July | 58.3 | 2.0 | 21.8 | 95.7 | 3.9 | 40.6 | 1.75 | 0.20 | 2.14 | 11.5 | 6.8 | 31.5 | 7.3 | 7.7 |
| August | | | | | | | | | | | | | | |
| September | | | | | | | | | | | | | | |
| October | | | | | | | | | | | | | | |
| November | | | | | | | | | | | | | | |
| December | | | | | | | | | | | | | | |
| Average | 76.0 | 3.0 | 27.5 | 131.9 | 3.9 | 40.7 | 5.41 | 0.20 | 2.07 | 13.2 | 10.9 | 149.9 | 7.2 | 7.5 |
| Max | 139 | 4.53 | 49.7 | 212.5 | 5.7 | 95.6 | 26.50 | 0.33 | 3.90 | 20.8 | 16.0 | 742.1 | 7.3 | 7.7 |
| ECA | | 25 | 225 | | 25 | 225 | | 1.0 | 9.0 | | | 200 | 6.0 | 9.5 |

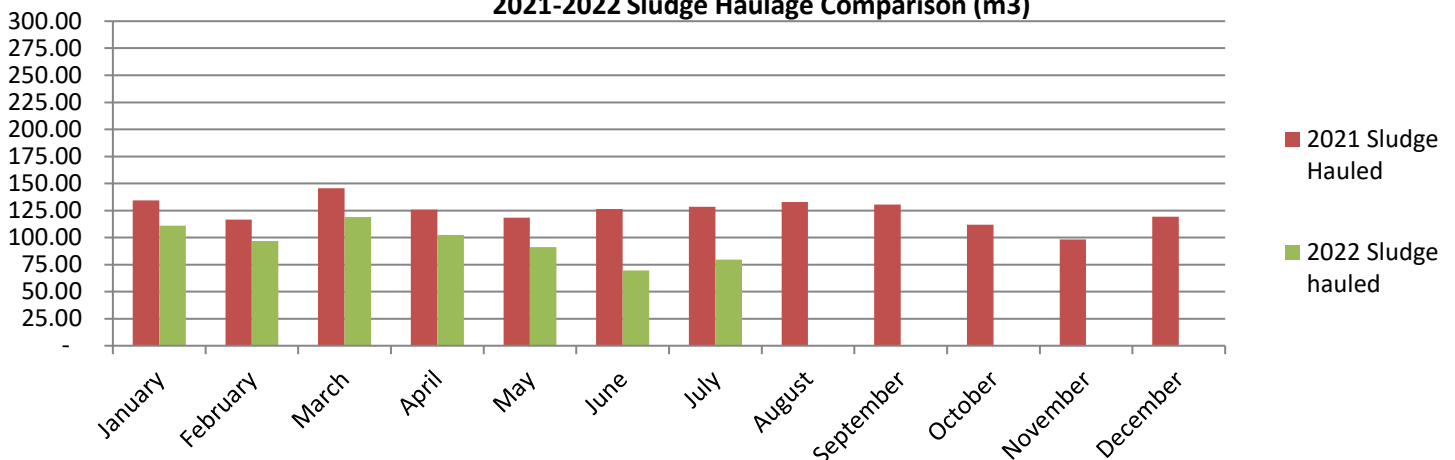
2021-2022 Comparison Chart

| Month | 2021 Treated Sewage | 2022 Treated Sewage | % Variance 2021 to 2022 | 2021 Hauled Sludge | 2022 Hauled Sludge | % Variance 2021 to 2022 |
|---------------|---------------------|---------------------|-------------------------|--------------------|--------------------|-------------------------|
| | m3 | m3 | m3 | m3 (calculated) | m3 (calculated) | m3 |
| January | 155,465.00 | 165,767.00 | 6% | 134.40 | 111.00 | -17% |
| February | 146,883.00 | 146,159.00 | 0% | 116.60 | 96.80 | -17% |
| March | 159,400.00 | 181,143.00 | 12% | 145.60 | 118.90 | -18% |
| April | 226,144.00 | 366,133.00 | 38% | 125.70 | 102.40 | -19% |
| May | 179,453.00 | 521,795.00 | 66% | 118.30 | 91.30 | -23% |
| June | 144,334.00 | 342,500.00 | 58% | 126.40 | 69.60 | -45% |
| July | 142,697.00 | 325,376.00 | 56% | 128.30 | 79.60 | -38% |
| August | 146,248.00 | | #DIV/0! | 132.90 | | -100% |
| September | 162,428.00 | | #DIV/0! | 130.40 | | -100% |
| October | 175,723.00 | | #DIV/0! | 111.90 | | -100% |
| November | 180,930.00 | | #DIV/0! | 98.20 | | -100% |
| December | 174,412.00 | | #DIV/0! | 119.30 | | -100% |
| Totals | 1,994,117.00 | 2,048,873.00 | 3% | 1,488.00 | 669.60 | -55% |

2021-2022 Flows Comparison (m3)



2021-2022 Sludge Haulage Comparison (m3)



Workorder Summary Report

Report Start Date: Jul 1, 2022 12:00 AM

Report End Date: Jul 31, 2022 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

| | | | | WorkOrder | | PM Schedule | | Workorder Details | | | | | |
|-------------------------|------------|--|--|-----------|--------------------------|-------------|--------|---|---------|-----------------|------------------|------------------|--|
| WO # | Asset ID | Asset Description | Location Description | Type | Class | FEQ | Units | Work Order Description | Status | Schedule Start | Actual Start | Actual Finsh | WorkLog Detail |
| 2898518 | | | 1103, Fort Frances WPCP | OPER | Inspection | 1 | MONTHS | Grass Cutting at Wastewater Treatment (1m) 1103 | COMP | 7/1/22 12:00 AM | 8/8/22 07:02 AM | 8/8/22 07:02 AM | |
| 2912372 | 0000227376 | PANEL ALARM/DIALER | 1103, Fort Frances WPCP, Process, Process Control & Monitoring | PM | Inspection | 1 | MONTHS | Critical Alarm/Dialer Testing (1m) 1103 | COMP | 7/1/22 12:00 AM | 7/31/22 11:00 AM | 7/31/22 12:00 PM | Dialer Test - We test daily |
| 2912376 | | | 1103, Fort Frances WPCP | PM | Refurbish/Replace/Repair | 1 | MONTHS | Diesel Gensets Inspection/Functional Tests (1m) 1103 | COMP | 7/1/22 12:00 AM | 7/31/22 01:52 PM | 7/31/22 01:52 PM | Genset Maint. - All gensets ran under load. |
| 2912392 | | | 1103, Fort Frances WPCP | PM | Health and Safety | 1 | MONTHS | Health And Safety Inspection (1m) 1103 | COMP | 7/1/22 12:00 AM | 7/31/22 07:00 AM | 7/31/22 08:00 AM | H&S Inspection - No issues |
| 2912403 | | | 1103, Fort Frances WPCP | PM | Inspection | 1 | MONTHS | TPM Inspection/Maintenance (1m) 1103 | COMP | 7/1/22 12:00 AM | 8/8/22 07:01 AM | 8/8/22 07:01 AM | |
| 2912733 | | | 1103, Fort Frances WPCP | PM | Inspection | 1 | MONTHS | Blowers/Motors Inspection/Service (1m/3m) 1103 | COMP | 7/1/22 12:00 AM | 7/31/22 10:00 AM | 7/31/22 11:00 AM | Blower Maint. - I changed oil in blowers 3 and 5 |
| 2912741 | 0000246402 | CENTRIFUGE GS2-2-1 TEACUP/GRIT SNAIL | 1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting | PM | Inspection | 1 | MONTHS | Teacup Centrifuge Inspection/Service (1m/3m/1y) 1103 | BUSCOMP | 7/1/22 12:00 AM | 7/31/22 12:15 PM | 7/31/22 01:15 PM | |
| 2918343 | | | 1103, Fort Frances WPCP, Process | CALL | Refurbish/Replace/Repair | 0 | | Plant power failure call in 1103 July 10, 2022 | COMP | | 7/10/22 03:47 PM | 7/10/22 04:50 PM | Plant power failure call in 1103 July 10, 2022 - I was called by the auto dialer at 1547 hours for a plant power failure. I drove back to the plant where I reset the phase loss protection system and plant main power. I then acknowledged and reset alarms on the SCADA computer. I verified that all equipment was running that was called for. |
| 2918507 | 0000246415 | TANK PROCESS CLARIFIER SECONDARY CELL #2 | 1103, Fort Frances WPCP, Process, Secondary Treatment | CALL | Refurbish/Replace/Repair | 0 | | Longitudinal collector 2 failure call in 1103 July 11, 2022 | COMP | | 7/11/22 12:00 AM | 7/11/22 01:15 AM | Longitudinal collector 2 failure call in 1103 July 11, 2022 - I was called by the auto dialer at 0002 hours for a clarifier collector failure. I drove to the plant where I acknowledged the alarms on the SCADA computer. I replaced a broken shear pin in the longitudinal collector drive number 2 and then could restart and run the collector again. |

Workorder Summary Report

Report Start Date: Jul 1, 2022 12:00 AM

Report End Date: Jul 31, 2022 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

| | | | | WorkOrder | | PM Schedule | | Workorder Details | | | | | |
|-------------------------|------------|-----------------------|--|-----------|---------------------------|-------------|--------|---|---------|------------------|------------------|------------------|---|
| WO # | Asset ID | Asset Description | Location Description | Type | Class | FEQ | Units | Work Order Description | Status | Schedule Start | Actual Start | Actual Finsh | WorkLog Detail |
| 2918940 | | | Fort Frances Water Pollution Control Plant | PM | Compliance | 6 | MONTHS | Essential Supplier Contact List Review/Update (6m) 1103 | COMP | 7/12/22 12:00 AM | 7/22/22 03:14 PM | 7/22/22 03:14 PM | Essential Supplier Contact List Review/Update (6m) 1103 - I updated impacted downstream user Emo contact number. Updated sludge hauler and contact number |
| 2919288 | | | 1103, Fort Frances WPCP, Process | CALL | Compliance | 0 | | Manhole 8 high level alarm call in 1103 | COMP | | 7/12/22 04:55 PM | 7/12/22 09:45 PM | Manhole 8 high level alarm call in 1103 - I was called by the auto dialer for a manhole 8 high level alarm at 1656 hours. I drove to the plant in a heavy thunderstorm to find that manhole 8 had reached the overflow height at 1705 hours and that the UV capacity had been exceeded at 1730 hours. I called SAC at 1754 and reported both events to Brenda. I sampled the Manhole 8 overflow at 1820 hours and the UV bypass at 1827 hours. I then reported both events to Brian MOH at 1830 hours, Geoff in Emo at 1832 hours, our manager Ty at 1834 hours and Travis TOFF at 1835 hours. Grabbed a second sample of the manhole 8 overflow at 2040 hours and an E. coli sample at 2045 hours. I grabbed a sample of the UV bypass at 2100 hours for E.coli and another sample at 2102 hours. |
| 2919356 | 0000246428 | PUMP CENT BOUNDARY P1 | 1103, Boundary Pumping Station, Process | CALL | Refurbish/ Replace/Repair | 0 | | Boundary Road lift station pump fail call in 1103 | BUSCOMP | | 7/13/22 07:00 PM | 7/13/22 08:15 PM | Boundary Road lift station pump fail call in 1103 - I was called by the auto dialer at 1900 hours for a Boundary Road lift station pump fault and high level alarm. I drove to the plant where I acknowledged the alarms on the SCADA computer. There was no high level indicated on trending and the pumps were fine and cycling as they should so this had to be a PLC trouble. |

Workorder Summary Report

Report Start Date: Jul 1, 2022 12:00 AM

Report End Date: Jul 31, 2022 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

| | | | | WorkOrder | | PM Schedule | | Workorder Details | | | | | |
|-------------------------|------------|-------------------|---|-----------|---------------------------|-------------|-------|--------------------------|--------|----------------|------------------|------------------|---|
| WO # | Asset ID | Asset Description | Location Description | Type | Class | FEQ | Units | Work Order Description | Status | Schedule Start | Actual Start | Actual Finsh | WorkLog Detail |
| 2920787 | 0000129939 | UPS BATTERY BANK | 1103, Central Ave Pumping Station, Facility | CALL | Refurbish/ Replace/Repair | 0 | | Plant Power Failure 1103 | COMP | | 7/18/22 12:41 AM | 7/18/22 04:41 AM | Plant power Failure 1103 - I reset the phase loss and restarted the plant. |
| 2920791 | 0000129939 | UPS BATTERY BANK | 1103, Central Ave Pumping Station, Facility | CALL | Refurbish/ Replace/Repair | 0 | | Plant Power Failure 1103 | COMP | | 7/19/22 07:33 AM | 7/19/22 07:36 AM | Plant Power Failure - I reset the phase loss protection and restarted the plant. |

Aircraft Landings 2022
As of August 31, 2022

| Month | Bearskin Flights | | | Bearskin Passengers | | | Air Bravo Passengers | | | Government | | | Private | | | Med-I-vacs | | | International | | | Commercial | | | Totals | | | Variance |
|-----------|------------------|------|------|---------------------|------|------|----------------------|------|------|------------|------|------|---------|------|------|------------|------|------|---------------|------|------|------------|------|------|--------|------|------|-----------|
| | 2022 | 2021 | 2020 | 2022 | 2021 | 2020 | 2022 | 2021 | 2020 | 2022 | 2021 | 2020 | 2022 | 2021 | 2020 | 2022 | 2021 | 2020 | 2022 | 2021 | 2020 | 2022 | 2021 | 2020 | 2022 | 2021 | 2020 | 2022-2021 |
| January | 10 | 4 | 56 | 28 | 9 | 140 | 0 | 0 | 8 | 0 | 0 | 2 | 2 | 2 | 15 | 45 | 36 | 50 | 0 | 0 | 0 | 0 | 0 | 45 | 57 | 42 | 168 | 15 |
| February | 12 | 0 | 64 | 19 | 0 | 149 | 0 | 0 | 12 | 0 | 4 | 3 | 0 | 8 | 6 | 56 | 58 | 36 | 0 | 0 | 1 | 0 | 0 | 38 | 68 | 70 | 148 | -2 |
| March | 15 | 0 | 41 | 30 | 0 | 99 | 0 | 0 | 0 | 3 | 20 | 1 | 7 | 8 | 10 | 60 | 57 | 39 | 0 | 0 | 6 | 0 | 0 | 0 | 85 | 85 | 97 | 0 |
| 1/4 Total | 37 | 4 | 161 | 77 | 9 | 388 | 0 | 0 | 20 | 3 | 24 | 6 | 9 | 18 | 31 | 161 | 151 | 125 | 0 | 0 | 7 | 0 | 0 | 83 | 210 | 197 | 413 | 13 |
| April | 9 | 0 | 1 | 34 | 0 | 0 | 0 | 0 | 0 | 2 | 5 | 2 | 24 | 18 | 10 | 48 | 63 | 30 | 0 | 0 | 1 | 0 | 0 | 0 | 83 | 86 | 44 | -3 |
| May | 17 | 0 | 0 | 53 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 3 | 25 | 43 | 20 | 66 | 74 | 40 | 16 | 0 | 0 | 0 | 0 | 0 | 126 | 119 | 63 | 7 |
| June | 19 | 0 | 0 | 50 | 0 | 0 | 0 | 0 | 0 | 3 | 5 | 0 | 61 | 159 | 21 | 67 | 68 | 53 | 56 | 0 | 0 | 0 | 0 | 0 | 206 | 232 | 74 | -26 |
| 1/2 Total | 82 | 4 | 162 | 214 | 9 | 388 | 0 | 0 | 20 | 10 | 36 | 11 | 119 | 238 | 82 | 342 | 356 | 248 | 72 | 0 | 8 | 0 | 0 | 83 | 625 | 634 | 594 | -9 |
| July | 24 | 9 | 0 | 74 | 29 | 0 | 0 | 0 | 0 | 6 | 30 | 2 | 64 | 185 | 44 | 64 | 80 | 35 | 52 | 0 | 0 | 0 | 0 | 0 | 210 | 304 | 81 | -94 |
| August | 19 | 10 | 0 | 51 | 19 | 0 | 0 | 0 | 0 | 2 | 11 | 0 | 73 | 96 | 31 | 84 | 67 | 38 | 62 | 12 | 0 | 0 | 0 | 0 | 240 | 196 | 69 | 44 |
| September | | 14 | 11 | | 23 | 17 | | 0 | 0 | | 0 | 1 | | 44 | 27 | | 65 | 61 | | 7 | 2 | | 0 | 0 | 0 | 130 | 102 | -130 |
| 3/4 Total | 125 | 37 | 173 | 339 | 80 | 405 | 0 | 0 | 20 | 18 | 77 | 14 | 256 | 563 | 184 | 490 | 568 | 382 | 186 | 19 | 10 | 0 | 0 | 83 | 1075 | 1264 | 846 | -189 |
| October | | 16 | 16 | | 35 | 30 | | 0 | 0 | | 0 | 5 | | 18 | 9 | | 62 | 59 | | 2 | 0 | | 0 | 0 | 0 | 98 | 89 | -98 |
| November | | 14 | 15 | | 43 | 46 | | 0 | 0 | | 7 | 3 | | 16 | 14 | | 50 | 45 | | 0 | 0 | | 0 | 0 | 0 | 87 | 77 | -87 |
| December | | 14 | 12 | | 20 | 15 | | 0 | 0 | | 3 | 6 | | 9 | 4 | | 56 | 54 | | 0 | 0 | | 0 | 0 | 0 | 82 | 76 | -82 |
| Total | 125 | 81 | 216 | 339 | 178 | 496 | 0 | 0 | 20 | 18 | 87 | 28 | 256 | 606 | 211 | 490 | 736 | 540 | 186 | 21 | 10 | 0 | 0 | 83 | 1075 | 1531 | 1088 | -456 |

| Fort Frances Airport - Page 2/2 - Fuel Sales - August 31, 2022 | | | | | | | | | | | | | | | | | | | | |
|--|--------|--------|---------|---------|---------|-------|---------|---------|---------|---------|--------|---------|---------|---------|---------|---------|---------|---------|--------------|-----------|
| Fuel Sales Recap - 2022 | | | | | | | | | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 10 year | Variance |
| Month | 100LL | | Jet Trk | | Jet Cab | | Month | Year | per | per | per | per | per | per | per | per | per | per | Average | 2022-2021 |
| | Liters | Total | Liters | Total | Liters | Total | Total | Total | month | month | month | month | month | month | month | month | month | month | 2022 to 2013 | month |
| January | 122 | 122 | 6,723 | 6,723 | | 0 | 6,845 | 6,845 | 6,845 | 4,783 | 7,962 | 8,050 | 16,597 | 25,675 | 7,528 | 8,692 | 11,543 | 7,216 | 10,489 | 2,062 |
| February | 81 | 203 | 3,614 | 10,337 | | 0 | 3,695 | 10,540 | 3,695 | 7,447 | 5,077 | 7,991 | 16,286 | 12,503 | 11,904 | 11,231 | 12,304 | 6,197 | 9,464 | -3,752 |
| March | 360 | 563 | 5,784 | 16,121 | | 0 | 6,144 | 16,684 | 6,144 | 16,822 | 6,473 | 13,716 | 9,798 | 21,928 | 13,255 | 17,795 | 10,508 | 12,077 | 12,852 | -10,678 |
| April | 621 | 1,184 | 7,716 | 23,837 | | 0 | 8,337 | 25,021 | 8,337 | 12,064 | 1,459 | 13,010 | 10,398 | 13,102 | 8,592 | 13,219 | 8,377 | 4,453 | 9,301 | -3,727 |
| May | 2,435 | 3,619 | 13,893 | 37,730 | | 0 | 16,328 | 41,349 | 16,328 | 16,549 | 11,685 | 18,667 | 24,839 | 21,362 | 24,681 | 16,161 | 29,753 | 18,350 | 19,838 | -221 |
| June | 5,594 | 9,213 | 24,411 | 62,141 | | 0 | 30,005 | 71,354 | 30,005 | 79,359 | 8,082 | 31,063 | 27,380 | 27,380 | 26,015 | 45,698 | 30,789 | 22,786 | 32,856 | -49,354 |
| July | 3,884 | 13,097 | 19,184 | 81,325 | | 0 | 23,068 | 94,422 | 23,068 | 86,299 | 11,116 | 17,146 | 23,461 | 24,642 | 29,002 | 28,150 | 14,441 | 19,232 | 27,656 | -63,231 |
| August | 4,900 | 17,997 | 25,554 | 106,879 | | 0 | 30,454 | 124,876 | 30,454 | 25,799 | 7,530 | 17,024 | 30,430 | 23,029 | 21,119 | 36,638 | 20,450 | 20,075 | 23,255 | 4,655 |
| September | | 17,997 | | 106,879 | | 0 | 0 | 124,876 | 0 | 20,676 | 14,689 | 16,543 | 25,191 | 13,489 | 21,325 | 24,238 | 21,837 | 18,005 | 17,599 | -20,676 |
| October | | 17,997 | | 106,879 | | 0 | 0 | 124,876 | 0 | 8,708 | 4,307 | 9,076 | 10,769 | 16,604 | 30,655 | 8,216 | 15,472 | 13,109 | 11,692 | -8,708 |
| November | | 17,997 | | 106,879 | | 0 | 0 | 124,876 | 0 | 8,599 | 13,333 | 2,202 | 10,748 | 9,924 | 22,349 | 11,616 | 7,238 | 6,398 | 9,241 | -8,599 |
| December | | 17,997 | | 106,879 | | 0 | 0 | 124,876 | 0 | 8,356 | 5,333 | 5,852 | 13,243 | 6,560 | 13,797 | 7,592 | 6,849 | 2,028 | 6,961 | -8,356 |
| Total | 17,997 | | 106,879 | | 0 | | 124,876 | | 124,876 | 295,461 | 97,046 | 160,340 | 219,140 | 216,198 | 230,222 | 229,246 | 189,561 | 149,926 | 191,202 | -170,585 |

Lowest month in last 9 years

Highest month in last 9 years

Highest month

lowest month