1. ROLL CALL and CALL TO ORDER

2. INTRODUCTION OF ADDITIONAL ITEMS TO BE ADDED TO THE AGENDA and APPROVAL OF THE AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST
   Disclosure of pecuniary interest and general nature thereof for current meeting.
   Disclosure of pecuniary interest and general nature thereof for previous meeting, if absent for meeting.

4. MANAGEMENT REPORTS

   ADMINISTRATIVE SERVICES – CAO, G. LONG
   ➢ Appointment By-laws, CAO/Deputy Clerk and Manager of Corporate Services/Clerk
   ➢ Rescind Motion from January 19th Council Meeting – 2.6% COLA increase

   TREASURY – A. WILLERT
   ➢ Approval of 2015 Levy Amount
   ➢ OCIF Agreement

   ECONOMIC DEVELOPMENT – M. CASSIDY
   ➢ Hensall Heritage Hall Tender Approval

5. IN CAMERA SESSION
   ➢ 1 Legal Matter pertaining to Legal, Solicitor/Client privileged information – OPP Billing

6. CONFIRMATORY BY-LAW
   ➢ By-law 24-2015

7. ADJOURNMENT
THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER

BY-LAW NO. 22 - 2015

Being a by-law to provide for the appointment of a Manager of Corporate Services/Clerk for the Municipality of Bluewater.

WHEREAS pursuant to Section 228 (1) of the Municipal Act, RSO 2001, a municipality shall appoint a Clerk;

AND WHEREAS the Council of the Municipality of Bluewater appointed by resolution on February 17, 2015, Charlene Overholt to the position of Manager of Corporate Services/Clerk;

AND WHEREAS it is deemed appropriate to appoint this position by bylaw;

NOW THEREFORE the Council of the Corporation of the Municipality of Bluewater hereby enacts as follows:

1. That Ms. Charlene Overholt be appointed as Manager of Corporate Services/Clerk;

3. That By-law 63-2008, appointing Charlene Overholt as Deputy-Clerk is hereby repealed as of February 18, 2015; and

3. That this by-law shall take effect on February 18, 2015.

Read a first and second time this 2nd day of March, 2015.

Read a third time and finally passed this 2nd day of March, 2015.

Tyler Hessel. Mayor

Gary Long, CAO/Clerk
THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER

BY-LAW NO. 23 - 2015

Being a by-law to provide for the appointment of a CAO and Deputy-Clerk for the Municipality of Bluewater.

WHEREAS pursuant to Section 229 of the Municipal Act, RSO 2001, c.25, a municipality may appoint a Chief Administrative Officer;

AND WHEREAS pursuant to Section 228 (2) of the Municipal Act, RSO 2001, c.25, a municipality may appoint a Deputy-Clerk;

AND WHEREAS the Council of the Corporation of the Municipality of Bluewater passed a resolution on February 17, 2015 to appoint Charlene Overholt as Manager of Corporate Services/Clerk;

AND WHEREAS Council passed By-law 73-2014 appointing Gary Long as CAO/Clerk;

NOW THEREFORE the Council of the Corporation of the Municipality of Bluewater hereby enacts as follows:

1. That Council hereby appoints Mr. Gary Long as Chief Administrative Officer/Deputy-Clerk.

2. That By-law 73-2014 appointing Gary Long as Chief Administrative Officer/Clerk is hereby repealed as of February 18, 2015.

3. That this by-law shall take effect on February, 18 2015.

Read a first and second time this 2nd day of March, 2015.

Read a third time and finally passed this 2nd day of March, 2015.

.................................................................
Tyler Hessel, Mayor

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Gary Long, CAO/Clerk
SUMMARY:
This report seeks authorization for the Municipality to enter into a Contribution Agreement under the Ontario Community Infrastructure Fund, pertaining to the Application-Based Funding Component.

RECOMMENDATIONS:
1. That the Mayor and Clerk are hereby authorized and directed to execute on behalf of the Corporation of the Municipality of Bluewater the attached Contribution Agreement;

2. That By-Law Number 20-2015, being a by-law to authorize the execution of the contribution agreement for the Application-Based Component of the Ontario Community Infrastructure Fund be given first, second, third and final reading, and finally passed this 2nd day of March, 2015.

FINANCIAL IMPACT STATEMENT:
This by-law/agreement enables the municipality to obtain funding for ½ the costs of Bridge B53 (Lidderdale) to a maximum amount of $189,274.00. This project was initially incorporated in the 2015 annual budget with funding from Gas Tax in the amount of $235,000 and a levy amount of $137,000.

BACKGROUND:
Section 317 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to enact by-laws and enter into agreements for the purposes of the municipality. In September of 2014, the municipality submitted and Expression of Interest under this program and received a full application form in October with a submission deadline of December 19, 2015. This by-law authorizes our participation in and acceptance of the program. The project funding must be spent by December 31, 2016. Staff will follow the terms of the contribution agreement with regards to project reporting. The Municipality cannot make a funding announcement until after the Contribution Agreement has been signed. The documentation must be returned to the Ministry by March 13, 2015.

RELATIONSHIP TO THE STRATEGIC PLAN:
Completion of project funding requests, contribution agreements and financial reporting supports the fiscal responsibility component or our mission statement.
Respectfully submitted,

Ansberth Willert, Treasurer

If you have any questions on the content of this report:
Ansberth Willert: 519-236-4351 ext. 230
Email: a.willert@town.bluewater.on.ca

Concurred:

Gary Long, CAO/Clerk
Attachments: By-Law Number 20-2015 and Contribution Agreement.
THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER

BY-LAW NUMBER 20-2015

Being a by-law to authorize the Corporation of the Municipality of Bluewater to enter into an Agreement with Majesty the Queen In Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs

WHEREAS Sections 8 to 11 inclusive of the Municipal Act, S.O. 2001, c.25 as amended, authorizes a municipality to enact by-laws and to enter into agreements for the purposes of the municipality;

AND WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund 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 Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project;

AND WHEREAS the Council of the Municipality of Bluewater are desirable to enter into such Agreement;

NOW THEREFORE the Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. That the Mayor and Clerk be authorized to sign the Agreement on behalf of the Municipality;

2. That the Agreement shall be attached to this by-law as “Schedule A to By-law Number 20-2015”;

3. That this by-law shall come into effect on its passing.

Read a first and second time this 2nd day of March, 2015.

Read a third and finally passed this 2nd day of March, 2015.

Tyler Hessel, Mayor

Gary Long, CAO/Clerk
ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT

BETWEEN:

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

(“Ontario”)

– and –

THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER

(the “Recipient”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to:
(1) provide stable funding to help small communities address critical core infrastructure needs in
relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset
management practices within small communities; and (3) help small communities use a broad
range of financing tools to address infrastructure challenges and provide long-term support for
rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components:
(1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Recipient has applied to the Application-Based Component of the Ontario
Community Infrastructure Fund 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 Application-Based
Component of the Ontario Community Infrastructure Fund 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.

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

“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).

“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.

“Consultant” means any third-party consultant, engineer, contractor, 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.


“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.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.
“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

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

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

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs 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 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.

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 **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.

3.8 **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.

3.9 **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.

3.10 **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. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.

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 August 18, 2014 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 Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal 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 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

(a) Establish a code of conduct and ethical responsibilities for the Recipient;

(b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;

(c) Establish decision-making mechanism;

(d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
(e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meetings its obligations under this Agreement and strategies to address the identified risks;
(f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
(g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 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.

6.4 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 6.3 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 6.3 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 6.3 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 all necessary insurance that would be considered appropriate by a reasonable for the Project, including 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 Recipient’s 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 their 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 their 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 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. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

**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 any obligation it may have 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 “A” of this Agreement.

11.4 **Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario.** The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule “E” of this Agreement.

**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 Project’s 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;
   (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;
   (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
   (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
(b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
(c) The Recipient ceases to operate.

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 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.

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 enure 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 Parties.

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 **Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, 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 and Consultants 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 Owing 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.
IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

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

Name: George Borovilos  Date
Title: Assistant Deputy Minister (A)

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

THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER

Name:  Date
Title:  

I/We have the authority to bind the Recipient.
SCHEDULE “A”
PROJECT DESCRIPTION

The project is the replacement of the culvert on Lidderdale St, Bayfield, ON with a wider structure that can accommodate 2 lanes of traffic including road shoulders. Road reconstruction related to this replacement includes paving, installation of guard rails, ditch work and erosion control.

Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.

Outcomes: Decrease in flooding or washouts incidents; Reduced risk of collapse or complete asset failure.
SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 Effective Date Of Agreement. This Agreement is effective as of March 1, 2015.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 Insurance Requirements. The Recipient 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 Substantially Completed by December 31, 2016.

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, 2018.

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:

<table>
<thead>
<tr>
<th>To Ontario:</th>
<th>To Recipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</td>
<td>Municipality of Bluewater 14 Mill Avenue, PO Box 250 Zurich, Ontario N0M 2T0</td>
</tr>
<tr>
<td>Attention: Program Manager, Ontario Community Infrastructure Fund</td>
<td>Attention: Ansberth Willert, Treasurer</td>
</tr>
<tr>
<td>Telephone: 1-877-424-1300</td>
<td>Telephone: 519-236-7474</td>
</tr>
<tr>
<td>Fax: 519-826-3398</td>
<td>Fax: 519-236-4329</td>
</tr>
<tr>
<td>Email: <a href="mailto:OCIF@ontario.ca">OCIF@ontario.ca</a></td>
<td>Email: <a href="mailto:a.willert@town.bluewater.on.ca">a.willert@town.bluewater.on.ca</a></td>
</tr>
</tbody>
</table>

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 Agriculture, Food and Rural Affairs 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 One Hundred and Eighty-Nine Thousand, Two Hundred and Seventy Four Dollars ($ 189,274.00) in Funds for Eligible Costs for the Project.

Project's Estimated Total Net Eligible Costs (Original budget from application):
$ 378,547.00

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Fifty Percent (50%) 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 August 18, 2014 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 twenty-five (25) 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, 2018.

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:
## MILESTONE PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Project Milestone Payment</th>
<th>Recipient Expected Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone 1: Agreement Execution</td>
<td>March 13, 2015</td>
</tr>
<tr>
<td>Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)</td>
<td>May 15, 2015</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MILESTONE PAYMENT</th>
<th>AMOUNT</th>
<th>REQUIRED DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject to the terms and conditions of the Agreement:</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Milestone 1: Execution of the Agreement by both Parties.</td>
<td>An amount up to fifty-five percent (55%) of the Maximum Funds</td>
<td>An executed Agreement and a Council by-law / Board resolution authorizing the Recipient’s entry into the Agreement. This Agreement shall be received by Ontario no later than March 13, 2015.</td>
</tr>
<tr>
<td>MILESTONE PAYMENT</td>
<td>AMOUNT</td>
<td>REQUIRED DOCUMENTATION</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------</td>
<td>------------------------</td>
</tr>
<tr>
<td><strong>Milestone 2:</strong></td>
<td>Upon receipt and acceptance by Ontario of required reports. If there is a variance between the date noted in Recipient Expected Completion Date for Milestone 2 (noted above) and the actual date Milestone 2 will be requested by the Recipient, notification must be provided as soon as possible to Ontario. Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient’s Revised Total Net Eligible Costs, less the amount paid at Milestone 1.</td>
<td>Construction Contract Award Report Revised Budget Report Progress Report</td>
</tr>
<tr>
<td><strong>Milestone 3:</strong></td>
<td>Upon receipt and acceptance by Ontario of the Final Report and no later than March 5, 2017. Note that the Project must be Substantially Completed no later than the Project Completion Date noted in Schedule B.3.1. If there is a variance between the date noted in Recipient Expected Completion Date for Milestone 3 (noted above) and the actual date Milestone 3 will be requested by the Recipient, notification must be provided as soon as possible to Ontario. 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.</td>
<td>Final Report</td>
</tr>
</tbody>
</table>
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) 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 “G” 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 August 18, 2014 of this Agreement 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 Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; 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.
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;

(d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,
trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising 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.

**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.
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: If the Recipient installs a sign at the site of a Project, 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 Ontario Community Infrastructure Fund, 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.
### 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:

<table>
<thead>
<tr>
<th>Name of Report and Details Required</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Construction Contract Award Report</strong> - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)</td>
<td>Within fifteen (15) Business Days of a council resolution, the Recipient Expected Completion Date in Part C.4.1 of Schedule “C”</td>
</tr>
<tr>
<td><strong>2. Revised Budget Report</strong> must be based on tenders awarded to complete the project. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.</td>
<td>Within fifteen (15) Business Days of a council resolution, the Recipient Expected Completion Date in Part C.4.1 of Schedule “C” and no later than June 30, 2016.</td>
</tr>
<tr>
<td><strong>3. Progress Report</strong> - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.</td>
<td>Twice a year by January 15 and July 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).</td>
</tr>
<tr>
<td><strong>4. Final Report</strong> - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.4 of Schedule “G” of the Agreement.</td>
<td>Within sixty (60) Business Days of the completion of the Project or no later than March 5, 2017.</td>
</tr>
<tr>
<td><strong>5. Other Reports or information</strong> as may be directed by Ontario from time to time, if any</td>
<td>On or before a date directed by Ontario.</td>
</tr>
</tbody>
</table>
SCHEDULE “G” Continued

PART G.2 – REVISED BUDGET REPORT

REVISED BUDGET REPORT

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered. This report should not be submitted until at least seventy percent (70%) of the Project costs have been awarded and shall be submitted no later than June 30, 2016.

REVISED TOTAL PROJECT COSTS

<table>
<thead>
<tr>
<th></th>
<th>ORIGINAL BUDGET (From Application)</th>
<th>REVISED BUDGET</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less Any Actual or Potential Tax Rebates</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>REVISED TOTAL NET ELIGIBLE COSTS</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

VARIANCE EXPLANATION
In cases where revised costs have a variance of 15% or more than the original budget, please provide an explanation.

PROJECT CERTIFICATION
As the payment certifier or chief financial officer for _________________ The Corporation of the Municipality of Bluewater, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and are based upon actual awards of at least 70% of the Project costs.

Signature: __________________________
Name: __________________________
Title: __________________________
Phone Number: __________________________
Date: __________________________
### PROGRESS REPORT

This report is due twice a year on January 15 and July 15 and as part of a Milestone 2 submission.

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Name of Project</th>
<th>Project Number</th>
</tr>
</thead>
</table>

#### Key Dates:

<table>
<thead>
<tr>
<th>Date</th>
<th>Forecasted</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Construction Tender Awarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70% of Project Costs Awarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start Date of Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>End Date of Construction</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Description of Activities

<table>
<thead>
<tr>
<th>Description of Activities</th>
<th>Activity Status (On, Ahead, or Behind Schedule)</th>
<th>Issues to Date and Actions Taken to Resolve Issues</th>
<th>Confirm Expected Completion Date of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
SCHEDULE “G” Continued

<table>
<thead>
<tr>
<th>Other Progress to date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, please include dates, where applicable or available</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Variance from original approved project (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you need to adjust your Project Description based on Project progress? If so, explain why and by when?</td>
</tr>
</tbody>
</table>

Attestation:

I, (name of person who can bind the Recipient), confirm that my municipality/local services board is in compliance with the terms and conditions found in the Agreement for this Project (Project Name and Project number).

Name:____________________________________
Title:___________________________________________
Date:________________
SCHEDULE “G” continued

PART G.4 – FINAL REPORT

FINAL 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”.

<table>
<thead>
<tr>
<th>File No.</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Recipient Name</td>
</tr>
</tbody>
</table>

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

Section 1. Project Details

<table>
<thead>
<tr>
<th>Dates</th>
<th>Forecasted in Application</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Start Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction End Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Was the Project completed as per your application and Schedule “A” or by any amending agreement??

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

Project Variances (if applicable)
In reading the description provided in Schedule “A” of the Agreement or in any subsequent amendments, has your Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.
SCHEDULE “G” continued

**Section 2. Financial Information**

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Budgeted Cost</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROSS ELIGIBLE COST</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less HST Rebate</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL NET ELIGIBLE COST*</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Interest Earned on Funds</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

For all invoices attached please provide a chart showing the following columns:

<table>
<thead>
<tr>
<th>Work Description</th>
<th>Invoice #</th>
<th>Invoice Date</th>
<th>Invoice Period From</th>
<th>To</th>
<th>Vendor</th>
<th>Total Amount (A)</th>
<th>HST</th>
<th>HST Rebated (B)</th>
<th>Net Eligible Cost (A-B)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

**TOTAL** $  

**Section 3. Project Benefits and Impact Questions**

The following questions must be completed with the results of your project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.
### SCHEDULE “G” continued

#### Project Benefits and Impacts

1. **What was the primary objective of your Project?**
   - [ ] Address urgent public health and safety issues.
   - [ ] Maintain public health and safety over the long-term.
   - [ ] Address barriers to economic growth.

2. **As detailed in your asset management plan (AMP), what was the priority of the Project you just completed with this funding?**
   - [ ] Over due to be completed?
   - [ ] Due to be completed this year?
   - [ ] Due to be completed in the next year?
   - [ ] Due to be completed in the next 2-5 years?
   - [ ] Due to be completed in the next 5+ years?
   - [ ] Was not detailed in plan, Please specify: ______________________

3. **Please indicate which of the following benefits you have experienced or anticipate for your municipality/local services board as a result of the Project. Provide details where possible.**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>At project completion</th>
<th>Anticipated (1-2 years out)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addressed urgent public health and safety issues.</td>
<td>[ ] Yes [ ] No</td>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
<tr>
<td>Highest priority items in AMP addressed earlier than planned.</td>
<td>[ ] Yes [ ] No</td>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
<tr>
<td>Improved economic infrastructure that was identified as a barrier to growth.</td>
<td>[ ] Yes [ ] No</td>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
<tr>
<td>Other? Please specify: ______________________</td>
<td>[ ] Yes [ ] No</td>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
</tbody>
</table>

4. **Please indicate the impact of this Project funding on your AMP. Provide details where possible.**

<table>
<thead>
<tr>
<th>Impact</th>
<th>At project completion</th>
<th>Anticipated (1-2 years out)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised targets for levels of service</td>
<td>[ ] Yes [ ] No</td>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
<tr>
<td>Improved ability to be more sustainable in financing the remaining AMP</td>
<td>[ ] Yes [ ] No</td>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
<tr>
<td>New measures or modified measures for this asset with respect to health and safety, longevity, etc.</td>
<td>[ ] Yes [ ] No</td>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
<tr>
<td>Other? Please specify: ______________________</td>
<td>[ ] Yes [ ] No</td>
<td>[ ] Yes [ ] No</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE “G” continued

Section 4. Other Benefits / Information
Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

Section 5. Client Satisfaction Survey
Based on your project experience with Ontario, please indicate with an “X” in the appropriate box for your response.
### SCHEDULE “G” continued

**Section 6. Aboriginal Duty to Consult**

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

Please indicate:

<table>
<thead>
<tr>
<th>Declaration required for the Project:</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirmation provided to Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal Groups discovered with respect to the Project.</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

| Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario | ☐ Yes ☐ No |
| Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to express comments and concerns with respect to the following: | ☐ Yes ☐ No |
| • the Project; | ☐ Yes ☐ No |
| • adverse impacts on hunting, trapping, fishing and plant harvesting; and | ☐ Yes ☐ No |
| • any burial grounds or archaeological sites of cultural significance. | ☐ Yes ☐ No |

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

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

A copy of any correspondence/information between the recipient and any Aboriginal Groups was forwarded to Ontario. ☐ Yes ☐ No
SCHEDULE “G” continued

Section 7. 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.

<table>
<thead>
<tr>
<th>NAME OF AUTHORIZED OFFICIAL:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
<td></td>
</tr>
<tr>
<td>DATE:</td>
<td></td>
</tr>
</tbody>
</table>
Hensall Heritage Hall Tender Approval

Recommendation:
That the report submitted by M. Cassidy, Coordinator Economic Development be received for information and further that Council direct staff to sign a Letter of Intent with Elgin Contracting and Restoration Limited for the restoration of the Hensall Heritage Hall. See the Letter of Intent attached.

Report
On January 29, 2015 the Municipality received a cheque from the Ontario Trillium Foundation ($87,600) for renovations to the Hensall Heritage Hall (formerly known as the Opera House). This funding allows the restoration project to proceed. On Tuesday February 24, 2015 Tenders closed for General Contractor and the lowest of five (5) bids was Elgin Contracting and Restoration Ltd. of St. Thomas at $367,000. One local contractor Broeders Steel of Dashwood is a sub-contractor on the project. Work on the project will begin immediately with completion by June 30, 2015. See the Tender Bid Summary attachment.

Relationship to the Strategic Plan
Committed to providing public services – the primary role and function of Bluewater as a municipality is the provision of public services. It is the importance of and participation in these public services by residents that is the foundation upon which the municipality develops and evolves over time and is valued and held accountable by its residents.

Financial Impact Statement
Staff recommends that Council approve a bridge-loan of $27,000 for a period of up to one-year while the Hensall Heritage Hall Board of Directors implement their 2015 fundraising campaign. See the Financial Summary attached.

Respectfully submitted,

Mark Cassidy, Coordinator Economic Development

Concurred:

Gary Long, CAO

Attachments: Tender Bid Summary
              Project Financial Summary
              Letter of Intent
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>AGENT NAME PRESENT AT OPENING</th>
<th>PROPOSAL AMOUNT (does not include separately priced items)</th>
<th>BOND 10% $35,000</th>
<th>RECEIVED BY</th>
<th>DATE/TIME RECEIVED</th>
<th>OPENED BY</th>
<th>RECORDED BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin Contracting and Restoration</td>
<td></td>
<td>$367,000</td>
<td>yes</td>
<td>BG</td>
<td>2/24 2pm</td>
<td>KC</td>
<td>MC</td>
</tr>
<tr>
<td>SDI Builders</td>
<td></td>
<td>$395,500</td>
<td>yes</td>
<td>BG</td>
<td>2/24 2pm</td>
<td>KC</td>
<td>MC</td>
</tr>
<tr>
<td>HIRA</td>
<td></td>
<td>$434,680</td>
<td>yes</td>
<td>BG</td>
<td>2/24 2pm</td>
<td>KC</td>
<td>MC</td>
</tr>
<tr>
<td>K &amp; L Construction</td>
<td></td>
<td>$435,200</td>
<td>yes</td>
<td>BG</td>
<td>2/24 2pm</td>
<td>KC</td>
<td>MC</td>
</tr>
<tr>
<td>SEM Construction</td>
<td></td>
<td>$492,000</td>
<td>yes</td>
<td>BG</td>
<td>2/24 2pm</td>
<td>KC</td>
<td>MC</td>
</tr>
</tbody>
</table>

Note: BG/Bonnie Groot; KC/Kevin Church VG; MC/Mark Cassidy
# Hensall Heritage Hall Restoration 2015

## COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restoration Cost</td>
<td>$367,000</td>
</tr>
<tr>
<td>15% Contingency included</td>
<td></td>
</tr>
</tbody>
</table>

## CASH ON HAND

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Legacy Grant</td>
<td>$182,700</td>
</tr>
<tr>
<td>Trillium Foundation</td>
<td>$87,600</td>
</tr>
<tr>
<td>Huron County Heritage</td>
<td>$5,000</td>
</tr>
<tr>
<td>Community Funds</td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>$325,300</strong></td>
</tr>
</tbody>
</table>

## 2015 FUNDING CAMPAIGN

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Donations</td>
<td>$10,000</td>
</tr>
<tr>
<td>Community Funding</td>
<td>$10,000</td>
</tr>
<tr>
<td>Sponsorships</td>
<td>$5,000</td>
</tr>
<tr>
<td>Grants</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>$27,000</strong></td>
</tr>
</tbody>
</table>

## Project Timeline

<table>
<thead>
<tr>
<th>Month</th>
<th>Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>- Elevator&lt;br&gt;- Electrical Service (400 A)</td>
</tr>
<tr>
<td>April</td>
<td>- Washroom&lt;br&gt;- Staircase</td>
</tr>
<tr>
<td>May</td>
<td>- Box Office&lt;br&gt;- Barrier Free</td>
</tr>
<tr>
<td>June</td>
<td>- HVAC&lt;br&gt;- Interior Finishing</td>
</tr>
<tr>
<td>July</td>
<td>- Canada Day Performance</td>
</tr>
</tbody>
</table>

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**Hensall Heritage Hall**
Date: March 3, 2015

To: Elgin Contracting & Restoration Ltd.

Dear Mr. Kevin Hick, VP

RE: LETTER OF AWARD – HENSALL OLD TOWN HALL (OPERA HOUSE)

On behalf of the Municipality of Bluewater, this letter is to inform you that the Municipality has awarded Elgin Contracting & Restoration the tender for the renovation/restoration of the Hensall Old Town Hall (Opera House), based on the tender submitted by your firm dated February 24, 2015:

Therefore the contract amount will be as follows:

Base Bid Sum Amount $367,000 + HST

Total Contract Amount $367,000 + HST

Please forward the required bonding and certificates to our office. Upon receipt of these documents the CCDC2-2008 will be prepared for signing by you and the Town.
To: Elgin Contracting & Restoration

RE: LETTER OF AWARD – HENSALL OLD TOWN HALL (OPERA HOUSE)

We look forward to working with you and to the successful completion of this project.

Sincerely,

GARY LONG, CAO
MUNICIPALITY OF BLUEWATER

cc: Kevin Church - +VG Architects
Mark Cassidy - Coordinator Economic Development, Municipality of Bluewater
THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER

BY-LAW NUMBER 24-2015

Being a By-law to confirm the proceedings of the Council at its meeting held on March 2, 2015

The Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. That the actions of the Council at its meeting held on March 2, 2015, in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.

2. That the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Municipality of Bluewater to all such documents.

By-law read a first and second time this 2\textsuperscript{nd} day of March, 2015.

By-law read a third time and finally passed this 2\textsuperscript{nd} day of March 2015.

Tyler Hessel, Mayor

Gary Long, CAO/Clerk