

ORDRE DU JOUR

Agenda

Séance régulière du conseil qui aura lieu
à 18 h 30, le mercredi 11 septembre 2019
*Regular Council meeting scheduled for
Wednesday, September 11, 2019 at 6:30 p.m.*

1. OUVERTURE
CALL TO ORDER

2. PRÉSENCE
ROLL CALL

	In attendance	Absent	With Notice	Without Notice
Mayor Beverly Nantel				
Councillor Chantal Croft				
Councillor Hermyle Langlois				
Councillor Léandre Moore				
Councillor Héléne Perth				
CAO-Clerk				
Treasurer/Tax Collector				
LCSD				
Infrastructure Superintendent				
Misc. Staff				
Misc. Staff				

3. APPEL ET DÉCLARATION D'INTÉRÊT PÉCUNIAIRE
DECLARATION OF CONFLICT

4. ADOPTION DE L'ORDRE DU JOUR
APPROVAL OF AGENDA

5. ADOPTION DES PROCÈS-VERBAUX
ADOPTION OF MINUTES

- 5.1 Procès-verbal daté du 28 août 2019 de la réunion régulière du conseil municipal / *Regular Municipal Council meeting minutes dated August 28, 2019; (Resolution)*

6. DÉLÉGATIONS
DELEGATIONS

- 6.1 Police provincial de l'Ontario, Sgt. Kevin Fellingner / *Ontario Provincial Police (OPP)*;

7. CORRESPONDANCE
CORRESPONDENCE

- 7.1 Procès-verbal daté du 6 mai 2019 du Groupe des maires nord-est-supérieur / *Northeast Superior Mayors Group meeting minutes dated May 6, 2019*; et / and **(Information)**
- 7.2 Lettre datée du 28 août 2019 de Services aux Autochtones Canada et lettre datée du 15 août 2019 du Cabinet du Premier ministre au sujet du service de train de passagers / *Letter dated August 28, 2019 from Indigenous Services Canada and letter dated August 15, 2019 from the Office of the Prime Minister with regards to the passenger train service*; et / and **(Information)**
- 7.3 Lettre datée du 5 septembre 2019 de la Ville de Kitchener au sujet d'une demande de support concernant les lingettes jetables à usage unique / *Letter dated September 5, 2019 from the City of Kitchener with regards to a request for support concerning single-use disposable wipes*; et / and **(Resolution of support)**
- 7.4 Lettre datée du 6 septembre 2019 de la Ville de Kitchener au sujet d'une demande de support concernant les exigences des producteurs pour l'emballage en Ontario / *Letter dated September 6, 2019 from the City of Kitchener with regards to a request for support concerning producer requirements for packaging in Ontario*; **(Resolution of support)**

8. RAPPORT DES COMITÉS ET/OU DÉPARTEMENTS
REPORTS FROM COMMITTEES AND/OR DEPARTMENTS

- 8.1 Rapport pour le conseil daté du 6 septembre 2019 de Kresin Engineering Corporation au sujet du projet de l'extension des services d'eaux et d'égoûts municipaux / *Council report dated September 6, 2019 from Kresin Engineering Corporation with regards to the extension of municipal water and sewage services project*; et / and **(Resolution)**
- 8.2 Discussion au sujet de les réunions régulières du conseil municipal de la fin du mois de septembre et la fin du mois d'octobre 2019 / *Discussion with regards to the regular municipal council meetings at the end of September and at the end of October 2019*; **(Resolution)**

9. APPROBATION DES RÉGISTRES DE CHÈQUES
APPOVAL OF CHECK REGISTER

- 9.1 Rapport pour le Conseil (registre des chèques pour 2019) daté du 6 septembre 2019 (liste A - Visa) / *Council Board Report (cheque register for 2019) dated September 6, 2019 (list A - Visa)*; et / and **(Resolution)**
- 9.2 Rapport pour le Conseil (registre des chèques pour 2019) daté du 6 septembre 2019 (liste B) / *Council Board Report (cheque register for 2019) dated September 6, 2019 (list B)*; **(Resolution)**

10. RÉGLEMENTS
BY-LAWS

- 10.1 Arrêté-municipal no. 2019-41, étant un règlement visant à confirmer les travaux du Conseil de la Corporation du Canton de Dubreuilville à sa séance ordinaire tenue le 11 septembre 2019 / *By-Law No. 2019-41, being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on September 11, 2019*; et / and **(Resolution)**
- 10.2 Arrêté-municipal no. 2019-42, étant un règlement pour autoriser l'exécution d'une entente pour la location d'un lot municipal entre Chris Rancourt et Danielle DelGuidice / *FRIES N MORE* et le Canton de Dubreuilville / *By-Law No. 2019-42, being a By-law to authorize the execution of an Agreement for the tenancy of a municipal lot between Chris Rancourt and Danielle DelGuidice / FRIES N MORE and the Township of Dubreuilville*; et / and **(Resolution)**
- 10.3 Arrêté-municipal no. 2019-43, étant un règlement pour autoriser l'exécution d'une entente de contribution entre Sa Majesté la Reine en Chef du Canada, représentée par le Ministre de l'industrie et la Corporation du Canton de Dubreuilville / *By-Law No. 2019-43, being a By-law to authorize the execution of a contribution agreement between Her Majesty the Queen in Right of Canada as represented by the Minister of Industry and the Corporation of the Township of Dubreuilville*; et / and **(Resolution)**
- 10.4 Arrêté-municipal no. 2019-44, étant un règlement pour autoriser l'exécution d'un accord de subvention entre le Gouvernement du Canada-Fédération des municipalités canadiennes et la Corporation du Canton de Dubreuilville pour le programme de la gestion des actifs municipaux / *By-Law No. 2019-44, being a By-law to authorize the execution of a Grant Agreement between the Government of Canada-Federation of Canadian Municipalities and the Corporation of the Township of Dubreuilville for the Municipal Asset Management Program*; **(Resolution)**

11. AJOUT
ADDENDUM

12. ASSEMBLÉE A HUIS CLOS
CLOSED SESSION

- 12.1 Discussion concernant des renseignements privés au sujet d'une personne qui peut être identifiée, y compris des employés de la municipalité ou du conseil / *Discussion regarding personal matters about an identifiable individual, including municipal or local board employees (Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (b));* et / and
- 12.2 Discussion concernant les relations de travail ou les négociations avec les employés / *Discussion regarding labour relations or employee negotiations (Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (d));*

13. AJOURNEMENT
ADJOURNMENT



5.1

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

-MINUTES-

Regular Council Meeting held on
August 28, 2019 at 6:30 p.m.
Council Chambers

PRESENT: Mayor, B. Nantel
Councillor C. Croft
Councillor, H. Perth
Councillor, H. Langlois
Councillor, L. Moore

ABSENT:

STAFF: CAO-Clerk, Shelley B. Casey

Mayor, Beverly Nantel called the meeting to order at 6:30 p.m.

19-252 Moved by: Councillor Croft
Seconded by: Councillor Perth

Whereas that the agenda for the regular municipal council meeting dated August 28, 2019 be adopted as submitted.

Carried

19-253 Moved by: Councillor Croft
Seconded by: Councillor Langlois

Whereas that the Council of the Corporation of the Township of Dubreuilville wishes to receive and approve the following municipal council meeting minutes as submitted:

- Regular Municipal Council meeting minutes dated August 7, 2019.

Carried

19-254 Moved by: Councillor Perth
Seconded by: Councillor Moore

Whereas that the following be received as information only:

7.1 News dated August 27, 2019 with regards to rural communities in Northern Ontario will benefit from faster Internet; and

7.2 Letter dated August 15, 2019 from the Ministry of Infrastructure, Office of the Minister with regards to the need for improved high speed Internet and reliable cellphone coverage; and

7.3 Letter dated July 30, 2019 from the Minister of Transport with regards to the reinstatement of the Algoma passenger rail service in Northern Ontario; and

7.4 Press release dated August 8, 2019 from Algoma Power Inc. with regards to API meeting Dubreuilville's electricity needs; and

7.5 Information dated August 15, 2019 from Amedeo Bernardi Consulting Inc. with regards to a new Canadian Rural and Remote Broadband Conference.

Carried

19-255 Moved by: Councillor Perth
Seconded by: Councillor Langlois

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to support the attached letter dated July 22, 2019 from the Canadian Union of Postal Workers with regards to the postal services.

Carried

19-256 Moved by: Councillor Perth
Seconded by: Councillor Langlois

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council Report dated August 21, 2019 from the Infrastructure Superintendent with regards to the landfill compactor repairs that need to be completed, as presented.

Carried

19-257 Moved by: Councillor Langlois
Seconded by: Councillor Croft

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council Report dated August 28, 2019 from the Economic Development Officer with regards to a request to advertise within the Algoma Sno-Plan Affiliation (ASPA) Trail Guide, as presented.

Carried

19-258 Moved by: Councillor Croft
Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive the attached letter dated August 20, 2019 from Mario Bergeron with regards to a request to move the location of the sewer dumping station on to municipal property;

DEFERRED

19-259 Moved by: Councillor Perth
Seconded by: Councillor Croft

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive the attached letter dated August 21, 2019 from Chris Rancourt and Danielle DelGuidice with regards to a request to rent a commercial municipal property to install a food truck (canteen) business; and

Furthermore that an agreement be prepared to bring forward to Council on September 11, 2019

Carried

19-260 Moved by: Councillor Croft
Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council Report dated August 27, 2019 with regards to our Asset Management Planning Program and the PSD Research Consulting Software / Asset Management Planning and Capacity Building proposal, as presented; and

Furthermore that Council wishes to approve today the attached PSD project Charter Asses Management Planning and Capacity Building dated August 22, 2018, as presented.

Carried

19-261 Moved by: Councillor Croft
Seconded by: Councillor Perth

Whereas that the attached Council Board Report (cheque register for 2019, list A - Visa) dated August 14, 2019 in the amount of \$12,875.43, be approved for payment.

Carried

19-262 Moved by: Councillor Perth
Seconded by: Councillor Moore

Whereas that the attached Council Board Report (cheque register for 2019, list B) dated August 23, 2019 in the amount of \$273,576.24, be approved for payment.

Carried

19-263 Moved by: Councillor Perth
Seconded by: Councillor Langlois

Whereas that By-Law No. 2019-39, being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on August 28, 2019, be adopted.

Carried

19-264 Moved by: Councillor Perth
Seconded by: Councillor Langlois

Whereas that By-Law No. 2019-40, being a By-law to amend the term of our Issuing Services Agreement (ISA) between the Corporation of the Township of Dubreuilville and Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services and By-Law 2009-27A, be adopted.

Carried

19-265 Moved by: Councillor Croft
Seconded by: Councillor Langlois

Whereas that we adjourn to go in-camera session at 7:66 p.m.

12.1 Discussion regarding personal matters about an identifiable individual, including municipal or local board employees (*Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (b)*); and

12.2 Discussion regarding labour relations or employee negotiations (*Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (d)*); and

12.3 Discussion regarding a proposed or pending acquisition or disposition of land by the municipality or local board (*Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (c)*).

Carried

19-266 Moved by: Councillor Croft
Seconded by: Councillor Perth

Whereas that we reconvene in regular municipal council meeting at 9:23 p.m.

Carried

19-267 Moved by: Councillor Moore
Seconded by: Councillor Langlois

Whereas that this regular municipal council meeting dated August 28, 2019 hereby adjourn at 9:24 p.m.

Carried

Mayor

CAO/Clerk

Police Services Act (1990) s.10 vs. s.5.1. comparison

The table below illustrates some of the differences between Section 10 and Section 5.1 *Police Services Act (PSA)* OPP policing arrangements:

COMPARATOR	S. 10 PSA – CONTRACT	S. 5.1 – NON CONTRACT
1. Civilian Governance Model	Police Services Board – mandatory pursuant to 10(2) PSA	Community Policing Advisory Committee – discretionary 5.1(4) PSA
2. Objectives and priorities for delivery of police services within the municipality	Determined by Board after consultation with the detachment commander – 10(9) (b) PSA	Advisory role for CPAC for objectives and priorities for police services in municipality – 5.1(6)
3. Policy for the effective management of the police force	Local policy established by Board after consultation with the detachment commander – 10(9) (c) PSA	No defined role in PSA
4. Selection of the detachment commander	Participate in the selection of the detachment commander – 10(9) (a) PSA	OPP attempts to involve s. 5.1 PSA integrated detachment municipalities in the selection – no legislated requirement
5. Evaluation of the detachment commander	Monitor performance of detachment commander – 10(9) (d) PSA	No defined role in PSA
6. Maintenance of a complaints system	Review the detachment commander's administration of the complaint system and receive regular reports – 10(9) (f) PSA	No defined role in PSA
7. Monitor secondary activities of the police force members	The detachment commander provides regular reports to board on decisions made on secondary activities – 10(9) (e) PSA	No defined role in PSA
8. Ministry Support Funding*	Eligible for some programs such as RIDE grants	Limited eligibility
9. Revenue from sale of found / recovered property and Fees recouped from sale of reports, security checks	Provided to municipality in a method agreed to locally	Credited to municipality annually
10. By-law enforcement	Mutually agreed upon By-law enforcement as specified in the agreement – 10(6) PSA	19(2) PSA – OPP have no defined responsibility regarding municipal by-law enforcement
11. Enhancements	Available upon request for an additional cost	Not available
12. Billing	Invoice dated the middle of the month of service, payment due in 30 days (e.g. Jan bill dated middle of Jan, due the middle of Feb).	Invoice dated the end of the following month of service, payment due in 30 days (e.g. Jan bill dated end of Feb, due end of Mar).

* Visit Ministry of Community Safety and Correctional Services page for more info on Grants

<https://www.mcscs.jus.gov.on.ca/english/Policing/ProgramDevelopment/PSDGrantsandInitiatives.html>

Should you have any questions or concerns, please contact OPP Municipal Policing Bureau at OPP.MunicipalPolicing@opp.ca or (705) 329-6200.



Northeast Superior Mayors Group Meeting
Monday, May 6th, 2019 11:00 a.m.
3 Maple St, Wawa

MINUTES

1. CALL TO ORDER & NOTE MEMBERS PRESENT

The meeting was called to order at 11:02 a.m. Mayor Rody thanked everyone for attending today's meeting.

Present:

- Mayor Michael Levesque, Twp of Chapleau
- Mayor Beverly Nantel, Twp of Dubreuilville
- Mayor Cheryl Fort, Twp of Hornepayne
- Mayor John MacEachern, Twp of Manitouwadge
- Mayor Ron Rody, Mun. of Wawa
- Mayor Angelo Bazzoni, Twp of White River
- Shelley Casey, CAO/Clerk, Twp of Dubreuilville
- Gail Jaremy, CAO/Clerk, Twp of Hornepayne
- Tracy Amos, SECFDC General Manager
- Chantal Croft, SECFDC Community Dev. Officer
- Linda Bouchard-Berzel, MENDM, Wawa
- T.J. Legge, MENDM, Chapleau

Regrets:

- Barbara Major, Acting CAO, Twp of Chapleau
- Margaret Hartling, CAO/Clerk Treasurer, Twp of Manitouwadge
- Maury O'Neill, CAO Treasurer, Mun. of Wawa
- Cathy Cyr, Clerk, Mun. of Wawa
- Tina Forsyth, CAO/Treasurer, Twp of White River
- Mike Mantha, MPP
- Carol Hughes, MP

Guests:

Constable Trevor Tremblay, Community Services Officer - Superior East OPP

Media: None

Public: None

2. REVIEW OF ADDENDUM & APPROVAL OF AGENDA

Moved by: Mayor Nantel

R. Verbal

Seconded by: Mayor Bazzoni

RESOLVED THAT the agenda for the Northeast Superior Mayors Group as of Monday, May 6th, 2019 be approved.

CARRIED.

3. ANNOUNCEMENTS

Nil

4. **DECLARATION OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF**
Nil

5. **APPROVAL OF MINUTES**

Moved by: Mayor Bazzoni

R. Verbal

Seconded by: Mayor Nantel

RESOLVED THAT the minutes of the Northeast Superior Mayors Group meeting, held on Tuesday, March 5th, 2019 be approved.

CARRIED.

6. **DELEGATIONS AND VISITORS**

6.1. Superior East OPP – Constable Trevor Tremblay, Community Services Officer

Mayors and Constable Tremblay had a discussion about the Community Safety and Well-Being Plan. Constable Tremblay provided an update on status of the program regarding the plan. Communities now have until 2021 to submit the plan. Communities need to identify 3 initiatives. Examples: to promote health, alcohol & opioids addiction, elderly, etc. (See attached presentation)

Other initiatives:

- New concept of Situation Tables (See attached presentation)

- Constable Tremblay is going from school to school in the region making presentations for drug abuse prevention.

6.2. Tour of Maamwesying North Shore Community Health Services

Irene Armstrong, Integrated Care Manager, gave the Mayors' Group a tour of the renovated facilities and provided us information on all the services offered.

7. **OLD BUSINESS**

7.1. Outstanding Listing

Postponed to next meeting

8. **NEW BUSINESS**

8.1. Community Safety and Well-Being Plan

Discussed in 6.1 with Constable Trevor Tremblay

8.2. Phoenix Emergency Management Logic (Update from each community)

Wawa – Up to date on this

Dubreuilville – Will use Jeff Edwards' services

Hornepayne – Plan is done

Manitouwadge – has a plan in place

8.3. Regional Strategic Plan Update

Tracy told the group that the invitation was sent out a few weeks ago for the presentation of the final document of the Regional Strategic Plan. It will be held on May 30th from 12 noon to 2 pm at the Michipicoten Memorial Community Centre Curling Lounge.

8.4. Memorandum of Understanding – Draft

Review was done by the group. No changes. MOU signed by all of the Mayors.

8.5. Media Training Program Update

Mayor Rody updated the group. About 18 registered so far. The Municipality of Wawa is taking care of the cost of the venue and lunch. The cost of the training will be divided by the amount of individuals attending - Approximately \$150 per person.

8.6. Round Table Discussion – Impacts on Municipalities of Anticipated Provincial Cutbacks

Need to look at efficiencies within the municipal budget.

Wawa – Services Review

8.7. Assessment Base Management – What the Municipality of Johnson has done

Discussion on report provided.

8.8. Picture and Signatures

Group pictures were taken and everyone signed the letter template.

ACTION ITEMS:

None

9. NEXT MEETING

9.1. Wednesday, September 4th, 2019 at 11:00 a.m. in Wawa

10. MEETING CLOSE

Moved by: Mayor Fort

R. Verbal

Seconded by: Mayor Nantel

RESOLVED THAT; the meeting closed at 1:28 p.m.

CARRIED.

MAYOR RON RODY

MUNICIPALITY OF WAWA

CHANTAL CROFT

SUPERIOR EAST CFDC



RECEIVED

SEP 03 2019

7,2

MIN-A2578

AUG 28 2019

Shelley B. Casey
PO Box 367
23 Des Pins Street
DUBREUILVILLE ON P0S 1B0

Dear Ms. Casey:

Thank you for your correspondence of May 22, 2019, addressed to the Right Honourable Justin Trudeau, Prime Minister of Canada, supporting the reinstatement of the Algoma Central Passenger Train service. Your correspondence was forwarded to the Honourable Seamus O'Regan, Minister of Indigenous Services, and the Minister has asked that I respond on his behalf.

Indigenous Services Canada supported Missanabie Cree First Nation to develop a business plan, consult with First Nations and stakeholders, and to negotiate with the Canadian National Railway through the 2017-2018 Community Opportunity Readiness Program. As you know, the Sault Ste. Marie to Hearst passenger rail service is not eligible for funding under Transport Canada's Remote Passenger Rail Program. Indigenous Services Canada officials are working with the First Nation and Transport Canada to explore viable options that might enable the project to move forward. We continue to support Missanabie Cree First Nation as they continue to work with partners and clients on their economic development goals and objectives.

Thank you for taking the time to write to the Prime Minister regarding this issue.

Sincerely,

Anne Scotton
Regional Director General, Ontario Region
Indigenous Services Canada

655 Bay Street, 3rd Floor
TORONTO ON M5G 2K4

7.2

Office of the
Prime Minister



Cabinet du
Premier ministre

Ottawa, Canada K1A 0A2

August 15, 2019

Ms. Shelley B. Casey
P.O. Box 367
23 Des Pins Street
Dubreuilville, Ontario
P0S 1B0

Dear Ms. Casey:

On behalf of Prime Minister Justin Trudeau, I would like to acknowledge receipt of your letter regarding passenger rail service between Sault Ste. Marie and Hearst. I regret the delay in replying.

Please be assured that your comments have been carefully reviewed. As you may know, the issue you raise falls more directly within the portfolios of the Honourable Marc Garneau, Minister of Transport, and the Honourable Seamus O'Regan, Minister of Indigenous Services, to whom I note you have also sent copies of your correspondence. While the Prime Minister appreciates being made aware of your concerns, he will leave your comments to be considered by Ministers Garneau and O'Regan.

Thank you for taking the time to write.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'S. Shepherd'.

S. Shepherd
Executive Correspondence Officer

Canada



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

September 5, 2019

Dear Municipal Colleagues:

This is to advise that City Council, at a meeting held on August 26, 2019, passed the following resolution regarding single-use disposable wipes:

“WHEREAS in 2018 the City of Kitchener implemented a sustainable funding model Water Infrastructure Project (WIP) for the city’s water, sanitary and stormwater infrastructure to ensure the safe delivery of these valued utilities; and,

WHEREAS in 2018 a multi-year initiative approved through the WIP has already improved several key measures of water quality, and proactive maintenance has reduced the risk of flooding in high-risk areas; and,

WHEREAS in 2018 the City has already seen a number of impacts due to the implementation of the WIP including: 48% decrease in complaints related to discoloured water; Storm main repairs increased by 27 per cent; 300 metric tonnes of sediment removed from catch basins; and, 2,200 properties protected against backflow and cross-connection contamination; and,

WHEREAS Single-use wipes are a \$6-billion industry and growing, and are now being advertised as the clean alternative to toilet paper and are safe to flush; and,

WHEREAS there is no one standard for what the word “flushable” means; and,

WHEREAS Single-use wipes are in fact not safe to flush as they are buoyant; are not biodegradable; and, are unable to break down into small pieces quickly; and,

WHEREAS Single-use wipes accumulate in the sewer system and eventually clog the sanitary sewer system costing municipalities hundreds of millions of dollars in additional repairs and maintenance costs each year to municipal sewer systems across the country; and,

WHEREAS there is a lack of public awareness of the impact caused by non-flushable wipes being flushed down toilets and consumer education and outreach could play a large part in reducing the impact;

THEREFORE BE IT RESOLVED that the City of Kitchener lobby the Federal Government, to review regulations related to consumer packaging on single-use wipes to remove the word flushable; and,

BE IT FINALLY RESOLVED that this resolution be forwarded to the Right Honourable Prime Minister of Canada; the Honourable Premier of Ontario; the Minister of the Environment, Conservation and Parks; the Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario; the Local Members of Provincial Parliament; the Region of Waterloo; and, all Municipalities within the Province of Ontario.”

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Tarling".

C. Tarling
Director of Legislated Services
& City Clerk

7/1/19



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

September 6, 2019

Dear Municipal Colleagues:

This is to advise that City Council, at a meeting held on August 26, 2019, passed the following resolution regarding producer requirements for packaging in Ontario:

"WHEREAS the Province of Ontario, through the Ministry of the Environment, Conservation and Parks, has posted a discussion paper entitled "Reducing Litter and Waste in our Communities"; and,

WHEREAS producer responsibility has not been adequately addressed by the Province of Ontario; and,

WHEREAS a successful deposit/return program for single use plastic, aluminum and metal drink containers has been in existence in other Provinces in Canada including Newfoundland, Nova Scotia and British Columbia; and,

WHEREAS these successful programs have eliminated many of these containers from the natural environment; and,

WHEREAS the City of Kitchener is committed to climate action and understanding our role as a municipality in a globalized world and the need to be prepared for the effects of climate change; and,

WHEREAS the City of Kitchener has declared a climate emergency with the directive to provide continued support to corporate and community climate action;

THEREFORE BE IT RESOLVED that the City of Kitchener call upon the Province of Ontario, through the discussion paper entitled "Reducing Litter and Waste in our Communities", to review and implement a deposit/return program for recycled plastics, aluminum and metal drink containers; and,

BE IT FURTHER RESOLVED that the Province of Ontario be requested to review producer requirements and look for extended producer responsibility for all packaging; and,

BE IT FINALLY RESOLVED that this resolution be forwarded to the Honourable Premier of Ontario; the Minister of the Environment, Conservation and Parks; the Minister of Municipal Affairs and Housing; the Local Members of Provincial Parliament; the Association of Municipalities of Ontario; the Region of Waterloo and all Municipalities within the Province of Ontario.”

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Tarling".

C. Tarling
Director of Legislated Services
& City Clerk

September 6, 2019
Ref. No. 1853.04

By Email: fdechamplain@dubreuilville.ca

Township of Dubreuilville
23 Rue des pins
Dubreuilville, ON P0S 1B0

Attention: Mr. Francis DeChamplain

Re: **Corporation of the Township of Dubreuilville Contract No. 2019-2**
Extension of Municipal Water and Sewage Services

Dear Mr. DeChamplain:

We have reviewed the tenders received at the Township of Dubreuilville on Thursday, September 5, 2019 for the above-noted project and present herein our Tender Report and recommendations.

Introduction

The work tendered generally consists of supplying all materials, labour and equipment necessary to construct approximately 1,000m of 150mm diameter watermain, 654m of 200mm diameter sanitary sewage collection main and 680m of 100mm diameter sewage forcemain, 1 premanufactured sewage pumping station together with all appurtenances.

On Thursday, August 15, 2019, electronic tender packages were provided to Pioneer Construction Inc., Villeneuve Construction Co. Ltd., J. Provost Contracting, JI Enterprises, Northec Construction Limited, R.M. Bélanger Construction and Kabi Lake Forest Products Inc. after confirming their interest in the project.

During the tender period, various inquiries from bidders were received regarding the technical specifications and drawings. Three (3) Addenda were issued to provide clarification on issues as they arose throughout the tender period.

Summary of Tenders

Two (2) bids were received at the Township Office prior to the tender closing deadline of 3:00 p.m. on Thursday, September 5, 2019. The tenders were opened at 3:15 p.m. on the same day at the Township Office. At the time of the opening, the tender values were read and the bids were reviewed to ensure the submissions were in general compliance with the tender documents including the required tender deposit (ie. \$50,000 certified cheque or bid bond) and an agreement to bond.

The following are the results in ascending order of Tender Value, excluding HST, as read at the opening.

	Contractor	Total Tender Value
1.	C. Villeneuve Construction Co. Ltd.	\$1,426,595.00
2.	Northec Construction Inc.	\$2,234,490.00

The tender prices include an allowance of \$100,000.00 (HST extra) for contingencies (unforeseen extras or requested additional work).

Following the tender opening, the submissions were scanned and forwarded via email to KEC's office for a detailed review including checking for any mathematical errors that would result in a change to the tender price. The tender deposits were retained by the Township for return to the bidders at a later date.

Tender Review

The Tenders were reviewed in detail with respect to the requirements set out in the Instructions to Tenderers and the requirements identified in the Form of Tender. The following specific comments were noted from the review of the Tenders:

1. The Tenders submitted were properly executed with the bidder's signature, witnessed and/or sealed.
2. The submissions were checked for mathematical errors. One minor error was discovered in Northec Construction Inc.'s submission resulting in a minor adjustment to their Total Tender Value, however the overall ranking was not affected. The following is an updated table of Total Tender Values, excluding HST.

	Contractor	Total Tender Value (Excl. HST)
1.	C. Villeneuve Construction Co. Ltd.	\$1,426,595.00
2.	Northec Construction Inc.	\$2,234,090.00

3. The tender documents required the completion and submission of Statements 'A' through 'D' which outline the tenderers' work experience, staff, available construction equipment and proposed sub-contractors. All tenderers complied.
4. The Tenderers were required to submit an Agreement to Bond certifying the Contractor can obtain the required Performance and Labour and Material Payment bonds. All tenderers complied.
5. All tenderers were required to acknowledge receipt of the Addenda. All acknowledged receipt of the three (3) addenda issued.
6. The Instructions to Tenderers indicated that all tenders were to include a \$50,000.00 tender deposit, in the form of a certified cheque or bid bond. All tenderers complied.

Discussion

From our review of the bids received for this contract, we note that all submissions were in compliance with the requirements outlined in the tender documents.

Based on the information provided and KEC's experience with these contractors, we are satisfied that the two bidders have the necessary experience and background with similar projects to complete the proposed work. With respect to the low tenderer, C. Villeneuve Construction Co. Ltd., they have successfully completed numerous similar contracts in the past.

The low tender amount of \$1,426,595.00 (excluding HST) is reasonable for the scope of work involved in the project.

Recommendations

Based on our review of the tenders submitted and specifically the low tender submitted by C. Villeneuve Construction Co. Ltd., we believe the price quoted is reasonable for the proposed work under this Contract. Furthermore, based on our knowledge of their related experience, it is our opinion that the contractor is capable of carrying out and completing the work under this contract.

We therefore recommend that the tender submitted by C. Villeneuve Construction Co. Ltd., in the amount of \$1,426,595.00 (excluding HST) be accepted for award.

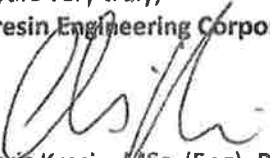
Upon confirmation of the Township's acceptance of this recommendation, we will prepare formal contracts for signing.

We further recommend that the Tender Deposit received from Northeq Construction Inc. be retained until a contract has been properly and fully executed.

Please call should you have any questions or require further elaboration/clarification regarding this Tender Report.

Thank you.

Yours very truly,
Kresin Engineering Corporation


Chris Kresin, MSc. (Eng), P. Eng.
Consulting Engineer

CK/eg
1853 ck tender report.docx

Council Board Report



Visa

9.1 LIST A

Vendor : 1372101 to ZOOCAS01
Fund : 1 GENERAL FUND

Date Range: 12-Sep-2019 to 12-Sep-2019
Sequence by: Cheque No
Fund No. Masked: No

Vendor Name	Cheque No.	Cheque Date	Purpose	Amount Allocated to Fund
CTRL2MARKET (1887486 Ontario Inc.)	956	12-Sep-2019	Parks - Supplies Gas - May16/2019	73.62
Algoma Kinniwabi Travel Association	957	12-Sep-2019	Economic Development - Advertising - ASPA Tra	621.50
Algoma Power Inc.	958	12-Sep-2019	Hydro - July 2019 - Sewer Treatment & Collectio	5,254.72
Amazon.ca	959	12-Sep-2019	Library - Purchase Dvds	277.53
AUX TROIS MOULINS MOTEL	960	12-Sep-2019	Recreation Department - Travelling Expenses - F	655.40
Bell Canada	961	12-Sep-2019	Monthly Service - Aug 22 to Sep 21/2019 - Admi	904.47
BEST WESTERN PLUS Walkerton	962	12-Sep-2019	Water Treatment - Travelling Expenses - Rooms	494.94
Burger King	963	12-Sep-2019	Public Work Tractor - Supplles Meals - Sept3/20	13.44
Canada Post Corporation	964	12-Sep-2019	Admin - Supplies Postage - Letter	33.73
Canadian Tire Store	965	12-Sep-2019	Trailer - Supplies - Lights	66.59
Chapters Indigo	966	12-Sep-2019	Library - Purchase - Books	113.41
CTRL2MARKET (1887486 Ontario Inc.)	967	12-Sep-2019	Fire Vehicle - Gas - Aug13/2019	362.93
FedEx	968	12-Sep-2019	Strongman - Misc Service Courier - Belts	76.95
Lacroix Enterprises Ltd.	969	12-Sep-2019	Strongman 2019 - Liquor Order	7,043.00
Petro Canada	970	12-Sep-2019	Public Work Tractor - Supplies Gas - Sept3/2019	100.00
RECTOR MACHINE WORKS LTD.	971	12-Sep-2019	Zamboni - Sharpen Blades	565.00
Staples Business Depot	972	12-Sep-2019	Admin - Supplies Office - Wite-Out Tape & Envel	252.60
ViaNet	973	12-Sep-2019	Monthly Fees - September 2019	116.27
Total:				17,026.10

Council Board Report



9, 2 List B

Vendor : 1372101 to ZOOCAS01
Fund : 1 GENERAL FUND

Date Range: 11-Sep-2019 to 11-Sep-2019
Sequence by: Cheque No
Fund No. Masked: No

Vendor Name	Cheque No.	Cheque Date	Purpose	Amount Allocated to Fund
Algoma District Services Administration Board	4952	11-Sep-2019	Municipal Levy - September 2019	8,726.33
Andy's Machine Shop	4953	11-Sep-2019	Trailer - Supplies -Trailer Jack	90.40
B. Casey, Shelley	4954	11-Sep-2019	Admin - Travelling Expenses - Mileage - Mayor's	85.50
DECHAMPLAIN, FRANCIS	4955	11-Sep-2019	Public Work Department - Employee Contract - F	380.98
Eighty-Five Electric	4956	11-Sep-2019	Street Lights & Complex - Labour - Fix Lights &	713.00
FOTENN Consultants Inc.	4957	11-Sep-2019	Planning / Zoning - Misc Service Professional - 1	141.25
Gamache, Claudia	4958	11-Sep-2019	Library - Bourse - Graduation 2019	100.00
Graph X Design	4959	11-Sep-2019	Recreation Committee - Mud Run - T-Shirt 2019	1,128.06
Jardine Lloyd Thompson Canada	4960	11-Sep-2019	Monthly Premium - July 2019	2,174.77
JJAM Agency	4961	11-Sep-2019	Recreation Committee - Mud Run 2019 - Websit	57.35
MTE Paralegal Professional Corp	4962	11-Sep-2019	Admin - Misc Service Professional - Assessment	652.58
Mun. Tax Equity Consultants	4963	11-Sep-2019	Admin - NSA Annual Membership Fee & Project	2,437.75
O.M.E.R.S.	4964	11-Sep-2019	OMERS - Remittance - August 2019	6,554.34
Ontario Clean Water Agency	4965	11-Sep-2019	Water Well Supply & Wastewater - September 21	12,995.17
Telzon Inc.	4966	11-Sep-2019	Monthly Business Lines / Internet / Long Distanc	4.25
Town of/Canton de Dubreuilville	4967	11-Sep-2019	Strongman - Clothesline CLR Super Dty & Clothe	168.94
Total:				36,410.67



By-Law No. 2019-41

Being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its special meeting held on September 11, 2019.

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Section 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that the powers of a municipal corporation are to be exercised by its Council; and

WHEREAS Section 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law; and

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Dubreuilville at the September 11, 2019 meeting be confirmed and adopted through a confirmatory by-law;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Dubreuilville enacts the following as a By-Law:

1. The actions of the Council of the Corporation of the Township of Dubreuilville in respect of each recommendation and in respect of each motion and resolution passed, and other action taken by Council at the September 11, 2019 meeting is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Council in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein or thereby, or required for the exercise of any powers therein by the Council.
3. That the Mayor and the CAO-Clerk of the Corporation of the Township of Dubreuilville are hereby authorized and directed to do all things necessary to give effect to the said action of the Council or to obtain approvals where required and, except where otherwise provided, the Mayor and the CAO-Clerk are hereby directed to execute all documents necessary on behalf of the Corporation of the Township of Dubreuilville and to affix the Corporate Seal thereto.

4. That this By-law shall come into force and take effect upon the passing thereof.

READ a first, second and third time and be finally passed this 11th day of September, 2019.

MAYOR

CAO-CLERK



By-Law No. 2019-42

Being a By-law to authorize the execution of an Agreement for the Tenancy of a municipal lot between Chris Rancourt and Danielle DelGuidice / FRIES N MORE and the Corporation of the Township of Dubreuilville

WHEREAS the Corporation of the Township of Dubreuilville deems it necessary to lease a municipal lot to Chris Rancourt and Danielle DelGuidice for the installation and operation of a food truck (canteen).

THEREFORE BE IT RESOLVED THAT the Corporation of the Township of Dubreuilville enacts as follows:

1. That the Mayor and the CAO-Clerk be authorized to execute an agreement between the Corporation of Township of Dubreuilville and Chris Rancourt and Danielle DelGuidice in accordance with Schedule "A" attached to this By-Law.
2. That this By-law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 11th day of September 2019.

MAYOR

CAO-CLERK

AGREEMENT TO LEASE A MUNICIPAL LOT

Between

CHRIS RANCOURT AND DANIELLE DELGUIDICE / FRIES N MORE

And

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

The Corporation of the Township of Dubreuilville hereby agrees to lease part of municipal lot located at 293 chemin du Lac (Part of Lot 16, Plan M-399, PCL 9791 AWS, bearing roll# 000-000-09704-0000), as outlined in pink on the attached plan, to Chris Rancourt and Danielle DelGuidice / FRIES N MORE for the period of three years (September 12, 2019, to September 11, 2022) subject to the following conditions:

1. Chris Rancourt and Danielle DelGuidice / FRIES N MORE shall pay the sum of five hundred dollars (\$500.00), plus HST annually effective September 12, 2019, payable to the Corporation of the Township of Dubreuilville. A payment arrangement shall be mutually agreed upon whether invoiced once yearly, per month or semi-annually.
2. Chris Rancourt and Danielle DelGuidice / FRIES N MORE shall be responsible for paying the applicable hydro for their establishment, as well as any applicable property taxes (municipal and educational). Water and wastewater utility charges shall be paid in accordance with the actual number of days used throughout the current year at the established rate of one (1) unit.
3. Chris Rancourt and Danielle DelGuidice / FRIES N MORE shall provide to the landlord/lessor proof of liability insurance on an annual basis in the amount of \$1,000.000 for the duration of this agreement. Lessor shall remain as co-insured on all such policies. Such insurance policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage under the insurance policy, delinquent premium notices, or other matters pertaining to the coverage provided by such insurance policies shall be sent to both Lessor and Lessee. Evidence of such insurance policies shall be delivered to Lessor. Lessor shall have the right at any time to require Lessee to provide to Lessor copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full course and effect have been paid in full by Lessee.
4. Chris Rancourt and Danielle DelGuidice / FRIES N MORE shall ensure that the exterior of the premises is clean, safe and presentable at all times.
5. The Corporation of the Township of Dubreuilville shall be responsible for determining when it is suitable to shut off and turn on the water main that is situated within our adjacent wastewater station that is supplying the food truck (canteen). Chris Rancourt and Danielle DelGuidice / FRIES N MORE will only be charged for the actual use of municipal water supply throughout the current year. Proper requests and documentation from the canteen owner and/or the Infrastructure Superintendent and/or Service Provider shall be filed in order for adjustments to be made to the final utility bill to reflect accurate consumption. The water main should be properly drained and clear of water prior to winter months setting in, in order to avoid damages if being shut off. Furthermore, water supply must be set up appropriately for year-round water consumption at the lessee's expense, if the need arises.
6. This agreement may be terminated by either party upon sixty (60) days written notice of its intent to terminate the Lease. It is hereby agreed that should the lessee hold over after the expiration of this lease, and the landlord/lessor thereafter accepts the rent for the premises, the lessee shall hold the said premises as a monthly lessee only of the landlord/lessor, but subject in all other respects to the terms and conditions of this lease.
7. The Landlord/lessor covenants to provide weekly garbage collection to this commercial establishment.

This agreement will be subject to be reviewed on or before September 11, 2022. The Corporation of the Township of

Dubreuilville reserves the right to revise this agreement accordingly at any time providing that both parties agree to the changes.

Signed at Dubreuilville on this 11th day of September 2019.



Chris Rancourt / FRIES N MORE

Beverly Nantel, Mayor

Danielle DelGuidice / FRIES N MORE

Shelley B. Casey, CAO/Clerk





By-Law No. 2019-43

***Being a By-law to authorize the execution of
a contribution agreement between Her
Majesty the Queen in Right of Canada as
represented by the Minister of Industry and
the Corporation of the Township of
Dubreuilville.***

WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enter into a non-repayable contribution agreement under the Northern Ontario Development Program through FedNor, in order to complete infrastructure upgrades to a one kilometre section of the Mooseback Trail system, and design and install way-finding and speed limit signage per project number 851-512508;

THEREFORE BE IT RESOLVED THAT the Corporation of the Township of Dubreuilville enacts as follows:

1. That the Mayor and the CAO-Clerk be authorized to execute a contribution agreement between the Corporation of the Township of Dubreuilville and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry in accordance with Schedule "A" attached to this By-Law.

2. That this By-law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 11th day of September 2019.

MAYOR

CAO-CLERK



Innovation, Science and
Economic Development Canada

FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Innovation, Sciences et
Développement économique Canada

FedNor
19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

AUG 29 2019

Project Number: 851-512508

Ms. Shelley B. Casey
Chief Administrative Officer-Clerk
The Corporation of the Township of Dubreuilville
23 Pine Street, P.O. Box 367
Dubreuilville ON P0S 1B0

Dear Ms. Casey:

Re: Contribution to The Corporation of the Township of Dubreuilville

I am pleased to advise that FedNor is prepared to provide support of up to \$67,370 towards purchasing trail grooming equipment and upgrades to the Mooseback Trail System.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Tracey Forsyth of our Sault Ste. Marie office is available to answer any questions you may have and may be reached at (705) 941-2070 or toll-free at 1-877-333-6673 ext. 2070. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the my office.



Innovation, Science and
Economic Development Canada

FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Innovation, Sciences et
Développement économique Canada

FedNor
19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-512508

THIS AGREEMENT made as of: **AUG 29 2019**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Industry
(the "Minister")

– AND –

The Corporation of the Township of Dubreuilville
(the "Recipient")

WHEREAS in response to an application from the Recipient received May 31, 2019, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum
Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 12 – Indemnification and Limitation of Liability
- e) Section 13 – Default and Remedies
- f) Section 14 – Project Assets
- g) Section 15 – General

2.0 The Project

- 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2019 (the "Commencement Date") and is completed on or before February 28, 2020 (the "Completion Date").
- 2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

- 3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:
- a) 79.43% of the incurred Eligible & Supported Costs of \$84,826 of the Project outlined in Annex 1, and
 - b) \$67,370.
- 3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to May 31, 2019 or later than the Completion Date.
- The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.
- 3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.
- 3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.
- 3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

- 3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Minister and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

- 5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be “Canada Information”. The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient’s claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister’s portion of the Eligible and Supported Costs set forth in the Recipient’s claim in accordance with the Minister’s customary payment practices.

- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

- 7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.
- 7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project, including for example, a description of work completed to date; a percentage of completion report signed-off by the managing architect or engineer (where applicable); photos that demonstrate the progress of the Project (where applicable); and a report on implementation of environmental mitigation measures (where applicable). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.
- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
 - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.

7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and

- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 **Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 **Official Languages**

- 10.1 The Recipient agrees that main signage related to the Project will be in both official languages.

11.0 **Environmental and Other Requirements**

- 11.1 The Project is not a "designated project" for the purposes of the *Canadian Environmental Assessment Act 2012*.

11.2 Aboriginal consultation

The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Canada satisfying any obligation that Canada may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

12.0 Indemnification and Limitation of Liability

12.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

12.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

12.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

12.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

13.0 **Default and Remedies**

13.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

13.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 13.1. Except in the circumstances described in subsections (a) and (b) of section 13.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

13.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

14.0 Project Assets**14.1 Disposal of Assets**

The Recipient shall retain title to, and ownership of, the capital assets, the cost of which has been contributed to by the Minister under this Agreement for a minimum of six (6) years after the expiry or early termination of this Agreement, and shall not dispose of the same for a period of six (6) years after the expiry or early termination of this Agreement, without the prior written consent of the Minister. As a condition of such consent, the Minister may require the Recipient to repay the Minister the whole or any part of the Contribution paid to the Recipient hereunder.

- 14.2 Prior to the disbursement of the Contribution, the Recipient shall provide evidence satisfactory to the Minister of insurance coverage for property damage in an amount at least equal to the amount of the Contribution and for general liability insurance that is consistent with the level of risk exposure associated with the Recipient activities, as well as satisfactory evidence that the Minister has been named as an Additional Insured and Loss Payee on the policy. The Minister makes no representations as to the adequacy of such insurance coverage and the Recipient must satisfy himself with respect to same.

15.0 General**15.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 15.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

- 15.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 15.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Minister may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure;
 - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 15.5 Notwithstanding subsection 15.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 15.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 15.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

- 15.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 15.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 15.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 15.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

15.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

16.0 Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

16.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
2 Queen Street East
Sault Ste. Marie ON P6A 1Y3

Attention: Mrs. Tracey Forsyth
Canadian Experiences Fund - Tourism in Rural and Remote Communities
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:


Ms. Shelley B. Casey
Chief Administrative Officer-Clerk
The Corporation of the Township of Dubreuilville
23 Pine Street, P.O. Box 367
Dubreuilville ON P0S 1B0

16.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-512508

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Industry

Per: 
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date: **AUG 29 2019**

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the Township of
Dubreuilville

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the Township of Dubreuilville

Project Number: 851-512508

I. PROJECT SCOPE

- i) Description:
The Corporation of the Township of Dubreuilville will purchase trail grooming equipment, complete infrastructure upgrades to a one kilometre section of the Mooseback Trail system, and design and install way-finding and speed limit signage. The project is expected to increase tourism activity in the short to longer term.

- ii) Project Location:
Dubreuilville, Ontario

- iii) Dates:
 - a) Commencement Date - September 1, 2019
 - b) Completion Date - February 28, 2020

iv) Key Workplan Activities, Timelines and Milestones:

At the onset of the project, the Township of Dubreuilville will initiate a competitive process to contract professional services to support the project.

Construction activities will include, but are not limited to:

- trail grooming and maintenance, such as replacing and reclaiming the gravel base;
- decking and cribbing to support the repair and/or replacement of three bridges and some outdoor tables.

Equipment purchases will include:

- the purchase of a Reist Trail Pro Groomer and Aluminum YTS Ginzu Groomer for cross country skiing;
- heavy equipment machine rentals to support trail maintenance and upgrades.

The project will also include the design and installation of way-finding signage and speed limit signs.

v) Performance Measures and Tracking Plan:

The following performance measures will be tracked, monitored and reported on during and post-project:

Immediate direct benefits between the project start and end date:

- One (1) job created;
- Three (3) strategic alliances maintained and enhanced;
- One (1) event maintained and enhanced;
- One (1) community asset re-developed.

Medium to long-term economic benefits (two and five years post-project end date):

- Twelve (12) businesses in the accommodations, retail and service sectors reporting increased sales;
- increased full and part-time job creation in the tourism sector;
- increased and/or enhanced tourism events.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$67,370
- Supported	\$84,826	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$17,456
		Other	\$0
Total	\$84,826		\$84,826

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction	\$16,212		\$16,212
Equipment	\$41,027		\$41,027
Signage	\$2,587		\$2,587
Professional Services	\$25,000		\$25,000
TOTAL ELIGIBLE COSTS	\$84,826		\$84,826
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$84,826

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

All signage and marketing materials produced under the project will be prepared in both official languages.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
 - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

COSTING MEMORANDUM**Canadian Experiences Fund - Tourism in Rural and Remote Communities****1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between May 31, 2019 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between May 31, 2019 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

(Insert a copy of the Recipient representation documents per section 8.0)

10.4



By-Law No. 2019-44

Being a By-law to authorize the execution of a Grant Agreement between the Government of Canada / Federation of Canadian Municipalities and the Corporation of the Township of Dubreuilville for the Municipal Asset Management Program.

WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enter into a grant agreement for the Municipal Asset Management Program (MAMP);

BE IT THEREFORE RESOLVED THAT the Corporation of the Township of Dubreuilville enacts as follows:

1. That the Mayor and the CAO-Clerk of the Corporation of the Township of Dubreuilville be authorized to execute a grant agreement between the Government of Canada / Federation of Canadian Municipalities (FCM) and the Corporation of the Township of Dubreuilville for the Municipal Asset Management Program (MAMP) as per Schedule '1' attached to this by-law.
2. That this By-Law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 11th day of September, 2019.

MAYOR

CAO-CLERK

GRANT AGREEMENT

THIS AGREEMENT is effective as of the date of last signature on the signature page.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

(herein called "**Recipient**")

-and-

FEDERATION OF CANADIAN MUNICIPALITIES

(herein called "**FCM**")

WHEREAS:

- (a) the Government of Canada and FCM have established the Municipal Asset Management Program (herein called **MAMP**);
- (b) the Government of Canada has funded the Municipal Asset Management Program, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 **Definitions.** Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

"**Agreement**" means this agreement, including all schedules, and all amendments or restatements as permitted;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"**Claim**" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"**Confidential Information**" has the meaning ascribed thereto in Section 11.01 of this Agreement.

"**Eligible Activities**" means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

"**Eligible Expenditure Date**" has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

"**Eligible Expenditures**" means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

"**Grant**" means the grant set forth in Article 2;

"Grant Amount" means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

"Indemnified Parties" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Parties" means FCM and the Recipient, and **"Party"** refers to any one of them;

"Project" means the project described in Part 2 of Schedule A attached hereto;

"Project End Date" has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

"Project Start Date" has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

"Receiving Party" has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution
Part 2: Description of Project, Statement of Work and Project Expenditures
Part 3: Reporting Requirements and Project Deliverables

Schedule B: Part 1: Grant Amount
Part 2: Particulars of the Sources of Funding
Part 3: Payment Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution, Letter of Attestation and Expense Claim
Part 2: Completion Report Templates
Part 3: Accepted Practices
Part 4: Eligible Expenditures

Schedule D: Contact Information

ARTICLE 2 THE GRANT

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

(a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.

(b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.

(c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate Request for Contribution in accordance with Part 1 of Schedule C attached

hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
 - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
 - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement; and
 - (e) it has the right to grant the license set out in Section 6.02 of this Agreement.

ARTICLE 5 COVENANTS

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;
 - (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance

with all labour, environmental, health and safety and human rights legislation applicable to the Project;

- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) provide FCM with prompt notice of any:
 - (i) material change to the Project;
 - (ii) proposed change in the nature or scope of its legal status; or
 - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the end date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the "**Assets**"); if at any time within 5 years after the end date of this Agreement, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada's consent, the Recipient may be required to pay back to FCM, at FCM's sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 Intellectual Property. Copyright in all reports, documents and deliverables prepared in connection with this Agreement and listed in the Schedules of this Agreement by or on behalf of the Recipient (the "Recipient Documentation") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in Section 6.02, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Documentation. This license shall survive the expiration or termination of this Agreement.

ARTICLE 7 APPROPRIATIONS

- 7.01 Appropriations. Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or

departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

**ARTICLE 8
MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

**ARTICLE 9
NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**ARTICLE 10
AUDIT AND ACCESS**

10.01 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2031.
- (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement.

ARTICLE 11 CONFIDENTIALITY

11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

ARTICLE 12 TERMINATION

12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
 - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;
 - (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
 - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or
- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

ARTICLE 13 INDEMNITY

- 13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.
- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.

- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.
- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. The Recipient cannot assign this Agreement without the prior written consent of FCM.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.

**THE CORPORATION OF THE TOWNSHIP OF
DUBREUILVILLE,**

Per: _____

Name: Shelley B. Casey

Title: Chief Administrative Officer/Clerk

Date: _____

Per: _____

Name:

Title:

Date: _____

I have authority to bind the Recipient herein.

FEDERATION OF CANADIAN MUNICIPALITIES,

Per: _____

Name: Bogdan Makuc

Title: Program Director, MAMP

Date: _____

I have authority to bind FCM herein.

Schedule A

Part 1 Conditions of Contribution

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Part 1 of Schedule C;
- Receipt and acceptance of Final Report, which is due within 30 days of Project end date, in accordance with the reporting template Part 2 of Schedule C;
- Receipt and acceptance of Evidence of Deliverables, as noted in the Final Report;
- Receipt and acceptance of Expense claim;
- Letter of Attestation for Expense Claim, including confirmation that all expenses claimed are Eligible Expenditures, in the format of Part 4 of Schedule C.

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

Schedule A

Part 2 Description of Project, Statement of Work and Project Expenditures

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MAMP 15990 – The Corporation of the Township of Dubreuilville, Ontario

Project Title: Asset Management - Taking Care of Our Future

Project Sector: Asset Management (MAMP)

Project Type: MAMP Projects

Project Start Date	Project End Date
1 September 2019	31 July 2020

Project Description

The Township of Dubreuilville will improve its asset management planning capabilities to develop a comprehensive analysis of the state of its infrastructure. The Township will establish the foundation for advanced decision-making processes and determine long-term linkages between asset performance and investment. The Township will establish the deterioration rates of the roads and water asset classes. The Township will also purchase asset management related software which will provide a means of updating the asset management plan.

Activity	Deliverable
Data collection and synthesis of corporate wide information for asset management planning	A set of documents demonstrating synthesis of information including: <ul style="list-style-type: none"> • A report outlining inventory of road and water assets and their performance.
1. Derivation of corporate data driven road and water asset deterioration rates, treatment triggers, and performance measures	A set of documents including: <ul style="list-style-type: none"> • A report outlining the deterioration rates for roads and water assets. • A report demonstrating how capital spending improves performance of assets.
2. Establishing processes for 25-year asset performance and expenditure planning	A set of documents including: <ul style="list-style-type: none"> • A report on long-term spending for roads and water assets; • A copy of the newly developed asset management plan and strategy; and • Screenshots of the Asset Software System.

Activity	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditure (\$)
Data collection and synthesis of corporate wide information for asset management planning	1 Sept. 2019	31 July 2020			
Study of existing data structures used by subject matter experts, finance, and administrative staff			\$4,000.00	\$0.00	\$4,000.00
Determining location, format, and quantity of information			\$4,200.00	\$0.00	\$4,200.00
Analyze existing key performance indicators used for each asset class for all infrastructure owned			\$3,200.00	\$0.00	\$3,200.00
Refine and new performance measures to increase their overall effectiveness			\$3,000.00	\$0.00	\$3,000.00
Developing processes for centralized asset management analysis to support staff decision making			\$4,000.00	\$0.00	\$4,000.00
Activity 1 Subtotals			\$18,400.00	\$0.00	\$18,400.00
Derivation of corporate data driven asset deterioration rates, treatment triggers, and performance measures	1 Sept. 2019	31 July 2020			
Deriving from engineering and subject matter expert data, asset deterioration trends for core assets			\$2,000.00	\$0.00	\$2,000.00
Deriving from corporate wide data, asset deterioration rates/trends for other non-core asset classes			\$2,500.00	\$0.00	\$2,500.00
Analyzing maintenance, rehabilitation, and replacement treatments' impacts on asset performance			\$2,400.00	\$0.00	\$2,400.00
Determining impact of capital budget on asset network performance over short, mid, and long terms			\$2,400.00	\$0.00	\$2,400.00
Determining impact of operational budget on asset network performance for short, mid, long terms			\$1,800.00	\$0.00	\$1,800.00
Activity 2 Subtotals			\$11,100.00	\$0.00	\$11,100.00
Establishing processes for 25 year asset performance and expenditure planning	1 Sept. 2019	31 July 2020			
Determine current asset performance (levels of service) of each asset classes separately and of all infrastructure as one whole			\$5,000.00	\$0.00	\$5,000.00
Determine impact of planned budget allocations on current and future asset performance over 25 years			\$4,500.00	\$0.00	\$4,500.00
Produce alternative future spending scenarios and resulting asset performance projections for each asset class			\$10,500.00	\$0.00	\$10,500.00
Purchase asset management-related software: License for CityWide Asset Manager Software system			\$10,000.00	\$0.00	\$10,000.00
Develop asset management plan and a strategy for incorporation into existing processes			\$3,000.00	\$0.00	\$3,000.00
Activity 3 Subtotals			\$33,000.00	\$0.00	\$33,000.00
Total Expenditures			\$62,500.00	\$0.00	\$62,500.00

Total Eligible Expenditures	\$62,500.00
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Schedule A

Part 3 Reporting Requirements and Project Deliverables

The following report is to be provided to FCM at the completion of the Project. The format of the report is as provided in Part 2 of Schedule C.

Name of Report	Due Date:	Content
Final Report	31 August 2020	The content and format of this report is provided in Schedule C, Part 2.

Schedule B

Part 1 Grant amount

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the "**Grant Amount**") that is equal to the lesser of:

the sum of fifty thousand dollars (\$50,000.00); or

eighty percent (80.0%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

Schedule B

Part 2 Particulars of the Sources of Funding

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

Funding source	Description	Confirmed (Y/N)	Date committed DD-MM-YYYY	Amount (\$)	% of total budget
FCM Grant	Grant	Y	27 June 2018	\$50,000.00	80.0%
<i>Township of Dubreuilville</i>	Operating Budget	Y	25 April 2018	\$12,500.00	20.0%
Total funding:				\$62,500.00	100.0%

Budget total expenditures	\$62,500.00
Budget total Eligible Expenditures	\$62,500.00

Schedule B

Part 3 Payment Schedule/ Period of Funding

FCM will disburse the Grant Amount as determined in this table upon completion of activities, as evidenced by submission and acceptance by FCM of the Final Report and a Request for Contribution.

The Final Report and Request for Contribution must be submitted at least 30 days prior to the requested date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

Deliverable	Date of Report Submission	Forecast Date of Disbursement	Maximum Amount of Disbursement
Final Report	31 August 2020	30 September 2020	\$50,000.00

Period of Funding:

The Period of Funding is defined as the period between Project Start Date and 30 days after the Project End Date as set out in Part 2 of Schedule A.

Schedule C

Part 1 Request for Contribution, Letter of Attestation and Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Natalie Johnson
Project Officer - MAMP

Ladies and Gentlemen:

Re: MAMP – no. 15990 Agreement between the Federation of Canadian Municipalities (as Trustee) and The Corporation of the Township of Dubreuilville (“Recipient”) (the “Agreement”)

I, **[Instruction: insert the name of a person named in the Agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all documents specified in Part 1 of Schedule A:

- Project Final Report, with all content specified in the template (Part 2 of Schedule C); and
- Letter of Attestation.

In addition, I have also attached the following documents:

- The Expense Claim;
- Updated statement of funding sources and amounts (Part 2 of Schedule B);
- A void cheque, for the bank account where the Recipient would like FCM to disburse the Contribution.

Signature: _____ Date: _____

Schedule C

Letter of Attestation for Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the "**Letter**") is issued pursuant to the Agreement #15990 (project number) dated _____ (the "**Agreement**") between the Federation of Canadian Municipalities ("**FCM**") and The Corporation of the Township of Dubreuilville (the "**Recipient**"), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the "**Expense Claim**").

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized officer of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the eligible expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

Name and title of authorized officer of Recipient

Signature

Date

Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Project Number	MAMP 15990
Project Title	Asset Management - Taking Care of Our Future

The following expenditures have been incurred from the period between XXXX and YYYY for the completion of the activities identified.

Activity Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per activity)	Total Actual Eligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Expenditures Net of Tax Rebates per activity (\$)
Data collection and synthesis of corporate wide information for asset management planning				
Derivation of corporate data driven asset deterioration rates, treatment triggers, and performance measures				
Establishing processes for 25 year asset performance and expenditure planning				
Total Expenditure (\$)	\$	\$	\$	

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment Rental			
In-Kind	N/A		
Training			
Professional and/or Technical Services			
Staff remuneration			
Supplies and Materials			
Travel and accommodation			
Total Expenditures Incurred (\$)	\$	\$	\$

Schedule C

Part 2 Completion Report Templates

FINAL REPORT

FCM's Municipal Asset Management Program (MAMP)

Project number	(Pre-filled by MAMP)(Pre-filled by MAMP)
Project title	(Pre-filled by MAMP)
Name of lead applicant (organization)	(Pre-filled by MAMP)
Name of Authorized Officer (signatory)	
Date	

Note: If completing this form electronically, the boxes will expand to accommodate text.

1. Reporting on activities

Activity	Completed? Y/Partial/No	Deliverable	Title of submitted deliverable document
1. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
2. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
3. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	

For any activities marked No or Partial above, please explain the deviation from the scope of work.

2. Reporting on outcomes

Conduct a final self-assessment using the [Asset Management Readiness Scale](#). We recommend that you bring a cross-functional group of staff together to do this assessment. Referring to the Asset Management Readiness Scale, look at the outcome statements for each level. Identify which outcomes you have achieved. If you have completed all the outcomes for a particular level, you have completed that level. Based on your self-assessment, complete the table below.

Competency	Project readiness level at start of project (as stated in application)	Project readiness level at end of project (level for which you have completed all outcomes)	Notes on progress made For each outcome area in which you made progress during the project, provide one sentence to describe the actions taken. (Note: these areas correspond with outcomes identified in the Asset Management Readiness Scale)						
1. Policy and governance	(Pre-filled by MAMP)	Choose a level	<table border="1"> <tr><td>Policy and objectives</td><td></td></tr> <tr><td>Strategy and frameworks</td><td></td></tr> <tr><td>Measurement and monitoring</td><td></td></tr> </table>	Policy and objectives		Strategy and frameworks		Measurement and monitoring	
Policy and objectives									
Strategy and frameworks									
Measurement and monitoring									
2. People and leadership	(Pre-filled by MAMP)	Choose a level	<table border="1"> <tr><td>Cross-functional groups</td><td></td></tr> <tr><td>Accountability</td><td></td></tr> <tr><td>Resourcing and commitment</td><td></td></tr> </table>	Cross-functional groups		Accountability		Resourcing and commitment	
Cross-functional groups									
Accountability									
Resourcing and commitment									
3. Data and information	(Pre-filled by MAMP)	Choose a level	<table border="1"> <tr><td>Asset data</td><td></td></tr> <tr><td>Performance data</td><td></td></tr> <tr><td>Financial data</td><td></td></tr> </table>	Asset data		Performance data		Financial data	
Asset data									
Performance data									
Financial data									
4. Planning and decision-making	(Pre-filled by MAMP)	Choose a level	<table border="1"> <tr><td>Documentation and standardization</td><td></td></tr> <tr><td>Asset investment plans</td><td></td></tr> <tr><td>Budgets</td><td></td></tr> </table>	Documentation and standardization		Asset investment plans		Budgets	
Documentation and standardization									
Asset investment plans									
Budgets									
5. Contribution to asset management practice	(Pre-filled by MAMP)	Choose a level	<table border="1"> <tr><td>Training and development</td><td></td></tr> <tr><td>Knowledge sharing — internal</td><td></td></tr> <tr><td>Knowledge sharing — external</td><td></td></tr> </table>	Training and development		Knowledge sharing — internal		Knowledge sharing — external	
Training and development									
Knowledge sharing — internal									
Knowledge sharing — external									

Were there additional factors or programs — other than FCM project funding — that contributed to your project outcomes? If so, please provide a short description of any other important contributing factors.

3. Identifying other outcomes

In addition to the outcomes described in the table above, please describe any other changes that occurred because of your project. Examples might include a change in interest in asset management, cost savings, a change in departmental budget priorities, and so on.

For each additional change that you have observed, please answer the following questions:

- What change did you observe over the course of the project?
- What/who contributed to this change?
- How do you know this change has happened?
- Why is this change important?

Other changes
1.
2.
3.

4. Lessons learned

What worked well?

What would you recommend to other municipalities undertaking the same work?
Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

What would you do differently?

If you were to do this project again, what would you change? Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

Note: These lessons will be compiled and shared, without attribution, with other municipalities and practitioners to advance asset management knowledge.

5. Resources

Please list and describe any external human resources (i.e. organizations or personnel) that you worked with during the project.

Name of organization or person	How did you identify this organization or person?	Brief description of their contribution
1.		
2.		
3.		

Please list and evaluate other key information sources, tools, templates, training materials, etc., that you used to assist your work during this project. *Note: This list may be used to inform other municipalities and organizations of available information and resources.*

Title of tool/resource	How did you identify this tool/resource?	How useful was the tool/resource?	Description/comments
1.		Choose an item	
2.		Choose an item	
3.		Choose an item	
4.		Choose an item	
5.		Choose an item	

6. Reporting on budget

Please complete the final budget reporting template, found in Schedule C of your contract, including all eligible expenses, and submit it together with this final report. Please confirm whether either or both of the following statements are true:

- The actual expenditure for any activity in this project deviated by more than 15% from the budget presented in the application.
- Some of the expenditures included in the final budget report were used for activities marked as Partial or Not Completed in Question 1.

If you ticked either of the above statements, please explain why your actual expenditures varied from the original activity budget. FCM staff may contact you for further details.

7. Next steps

What are your next steps to improve your community's asset management practices?

Next step	Do you need outside help to take this next step? If so, what help do you need?
1.	
2.	
3.	

8. Interest in knowledge sharing

Peer learning is a priority for FCM's Municipal Asset Management Program (MAMP). Please indicate if you are interested in sharing your lessons through MAMP with peer municipalities and organizations.

Yes, we are interested in sharing our results and experiences at peer learning events.

9. Individuals involved in reporting

Please list the titles of the individuals that contributed to, or were consulted in, the completion of this report.

10. Comments (for FCM internal use) *(optional)*

FCM will continue to adapt and improve the MAMP program throughout its life cycle. We welcome all feedback about the program, or your experience, that might help us make it more useful in the future.

11. Testimonials (for public use) *(optional)*

FCM and Infrastructure Canada would appreciate a testimonial as to the value that MAMP funding has provided.

How has the Municipal Asset Management Program supported your municipality or organization in making better-informed infrastructure decisions? Why is this important for your community?

- Yes, I give my permission to use the above statements publicly, with attribution to the municipality or organization.

Signature

- By typing my name below and submitting this report, I am providing my signature and I certify that the above final report is complete and accurate in its entirety.

Signed by the Authorized Officer

Schedule C

Part 3 Accepted Practices

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

“© 201X, The Corporation of the Township of Dubreuilville. All Rights Reserved.

The preparation of this document was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

Schedule C

Part 4 Eligible Expenditures

Eligible expenses must be incurred after Eligible Expenditure Date of 1 September 2019.

Expenditure Category	Eligible expenditures	Ineligible expenditures
1) Pre-application	N/A	<ul style="list-style-type: none"> • Any expenditure incurred prior to FCM's eligible expenditure date. • Expenditure of developing this proposal or application.
2) Administrative and Overhead Expenditures	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> • Communication expenditures (e.g. long-distance calls or faxes). • Outsourced printing or photocopying. • Acquisition of documents used exclusively for the project. • Document translation. • Transportation, shipping and courier expenditures for delivery of materials essential for the project. • Design and production of communication products to promote project outcomes and benefits to the public. 	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> • Office space, real estate fees and supplies. • Financing charges and interest payments. • Promotional items. • Permits or certifications. • Advertising, website development, project education materials or expenditures to disseminate project communications products. • Hospitality expenses (food and drink, alcohol, entertainment, etc.).

3) Capital Expenditures	Asset management-related software. <i>Note: FCM's contribution to this expense may not exceed 50% of FCM's total contribution to the project.</i>	Any other capital expenditures or amortization expenses.
4) Equipment Rental	<ul style="list-style-type: none"> • Rental of tools and equipment. • Related operating expenditures such as fuel and maintenance expenditures. 	Rental of tools or equipment related to regular business activities.
5) In-Kind	N/A	Any goods and services received through donation.
6) Training	<ul style="list-style-type: none"> • Expenditures associated with accessing reference materials such as standards, templates and toolkits. • Expenditures associated with attending training sessions, (provided externally) or bringing training in-house. 	Any hospitality expenses such as: <ul style="list-style-type: none"> • Food and drink • Alcohol • Door prizes • Entertainment • Music • Decorations • Flowers, centerpieces • Etc.
7) Professional and/or Technical Services	Fees for professional or technical consultants and contractors, incurred in support of eligible activities.	<ul style="list-style-type: none"> • Expenditures associated with regular business activities not related to the project. • Legal fees.
8) Staff Remuneration	<p>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project.</p> <p>The daily rate per employee shall include the following costs:</p> <ol style="list-style-type: none"> a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses. b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ol style="list-style-type: none"> i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the 	<ul style="list-style-type: none"> • In-kind contribution of services. • Participant salaries. • Expenditures related to regular business activities. • Overtime Pay • Bonuses / performance pay. • Fringe benefits such as; <ul style="list-style-type: none"> ○ sick days ○ pension plan ○ any other fringe benefits not listed as eligible • Costs related to ongoing or other business activities and not specifically required for the project. • Staff wages while receiving training or attending learning events. • Professional membership fees or dues.

	<p>implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
9) Supplies and materials	Supplies and materials required to undertake the project.	Expenditures related to regular business activities
10) Taxes	The portion of Provincial/Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.	The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.
11) Travel and Accommodation	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> • Travel and associated expenses for implementing partners, guest speakers and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative. <p>www.canada.ca/en/treasury-board-secretariat/services/travel-</p>	

	<p>relocation/travel-government-business.html</p> <ul style="list-style-type: none">• <i>Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.</i>	
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Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Schedule D

Contact Information

Notices and Requests

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

FCM

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Natalie Johnson, Project Officer
Email: njohnson@fcm.ca

Recipient

The Corporation of the Township of Dubreuilville
23 rue des Pins, P.O. Box 367
Dubreuilville, Ontario
P0S 1B0

Attention: Shelley Casey, Chief Administrative Officer/Clerk
Email: scasey@dubreuilville.ca