



Executive Council  
Conseil des  
ministres

SCHEDULE A

O.C./Décret: 105/94

I hereby certify that the attached is a true copy of an Order made on January 19th, 1994, by His Honour the Honourable Henry Newton Rowell Jackman, B.A., LL.B, Lieutenant Governor of the Province of Ontario in Council.

  
Députy Clerk, Executive Council of Ontario

Dated at Toronto,  
January 20, 1994.

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

Sur la recommandation du soussigné, le lieutenant-gouverneur, sur l'avis et avec le consentement du Conseil des ministres, décrète ce qui suit :

WHEREAS the Government of Canada ("Canada") and the Government of the Province of Ontario ("Ontario") agree that there is a need to renew and enhance Canada's and Ontario's physical infrastructure, notably in local communities;

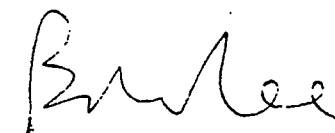
AND WHEREAS Canada and Ontario agree that sound investments in infrastructure can promote a competitive and productive economy, generate valuable short and long-term employment and accelerate economic recovery;

AND WHEREAS Canada and Ontario agree that it is opportune to invest in needed infrastructure in periods of high national or regional unemployment;

AND WHEREAS Canada and Ontario are committed to environmental sustainability and recognize that infrastructure investments can enhance the quality of the environment;

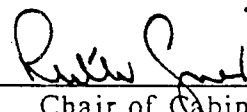
THEREFORE the Minister of Economic Development and Trade and the Minister of Municipal Affairs are authorized on behalf of Ontario to enter into an agreement with the Government of Canada in English and in French in substantially the form of the agreement attached hereto.

Recommended



Premier and President  
of the Council

Concurred



Chair of Cabinet

Approved  
and Ordered

JAN 19 1994

Date



Lieutenant Governor



CANADA

C.P. 1993-7/2182  
22 décembre 1993

PRIVY COUNCIL • CONSEIL PRIVE

(Rec. du C.T. 820960)

Sur recommandation du ministre de  
l'Industrie, des Sciences et de la Technologie  
et du Conseil du Trésor, il plaît à Son  
Excellence le Gouverneur général en conseil  
d'approuver que le ministre de l'Industrie, des  
Sciences et de la Technologie et le Président  
du Conseil du Trésor et ministre responsable de  
l'Infrastructure concluent, au nom du  
gouvernement du Canada, une entente de  
contribution sur l'infrastructure avec le  
gouvernement de la province de l'Ontario,  
laquelle entente est conforme en substance au  
projet d'entente ci-joint.

CERTIFIED TO BE A TRUE COPY - COPIE CERTIFIÉE CONFORME

INFRASTRUCTURE PROGRAM AGREEMENT

This Agreement made this       day of January 1994.

BETWEEN

THE GOVERNMENT OF CANADA (herein referred to as "Canada") represented by the Minister responsible for Infrastructure and the Minister of Industry, Science and Technology

AND

THE GOVERNMENT OF THE PROVINCE OF ONTARIO (herein referred to as "the Province") represented by the Minister of Economic Development and Trade and the Minister of Municipal Affairs.

WHEREAS Canada and the Province agree that there is a need to renew and enhance Canada's and Ontario's physical infrastructure, notably in local communities;

AND WHEREAS Canada and Ontario agree that sound investments in infrastructure can promote a competitive and productive economy, generate valuable short and long-term employment and accelerate economic recovery;

AND WHEREAS Canada and Ontario agree that it is opportune to invest in needed Infrastructure in periods of high national or regional unemployment;

AND WHEREAS Canada and Ontario agree that such investments need to be undertaken in an efficient and timely manner;

AND WHEREAS Canada and Ontario are committed to environmental sustainability and recognize that infrastructure investments can enhance the quality of the environment;

AND WHEREAS the Governor in Council by Order in Council P.C.1993-7/2182 dated, December 22, 1993 has authorized the Minister of Infrastructure together with the Minister of Industry, Science and Technology to execute this Agreement on behalf of Canada;

AND WHEREAS the Lieutenant Governor in Council, by Order in Council of the       day of       199 , has authorized the Minister of Economic Development and Trade and the Minister of Municipal Affairs to enter into this Agreement on behalf of the Province of Ontario;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants and agreements herein contained, the parties hereto covenant and agree as follows:

- (n) "Provincial Implementing Minister" means the Minister of Economic Development and Trade and includes anyone authorized to act on the Minister's behalf;
- (o) "Provincial Minister" means the Minister of Municipal Affairs and includes anyone authorized to act on the Minister's behalf;
- (p) "Provincial Minister(s)" means the Provincial Minister and the Provincial Implementing Minister; and
- (q) "Third Party" means any person, other than a Party to this Agreement or a Contributor, with whom an agreement is signed for the completion of a project.

1.2 Words in the singular include the plural, and words in the plural include the singular.

## 2.0 PURPOSE

2.1 The purpose of this Agreement is to enable CANADA and the Province of ONTARIO, in co-operation, where and as appropriate, with Contributors to undertake a program of investment in order to:

- renew and enhance the quality of Canada's and Ontario's infrastructure which is instrumental in the provision of public services, notably in local communities; and,
- provide for timely and effective employment creation.

## 3.0 MANAGEMENT AND COORDINATION

### Establishment and Internal rules

- 3.1 A Management Committee shall be established to administer and manage this Agreement. It shall consist of four members, two to be jointly appointed by the Federal Ministers and two to be appointed by the Provincial Minister(s). In addition, the Federal Minister and the Provincial Minister may each appoint one representative as an ex-officio member of the Management Committee. The Management Committee shall continue to exist and operate for as long as necessary to meet the requirements of the Agreement.
- 3.2 The Management Committee shall be headed by two Co-chairs, one from the two federal members, to be known as the federal Co-chair, and one from the two provincial members, to be known as the provincial Co-chair. The federal and provincial members not appointed as Co-Chairs shall act, in absence of their Co-Chair, as the substitute.
- 3.3 The Management Committee shall meet on a timely basis at such places and on such dates as may be agreed by the Co-chairs. A quorum for all meetings of the Management Committee shall be made of the Canada Co-chair or substitute member and the Provincial Co-chair or substitute member;
- 3.4 Decisions of the Management Committee can only be

### Administration

- 3.7 The Management Committee shall be responsible for the administration and management of this Agreement, and without limiting the generality of the foregoing, shall:
- (a) ensure that the expected completion date of a project shall not be later than March 31, 1997;
  - (b) ensure the implementation of the management information and evaluation provisions of this Agreement and ensure a free flow of information between the Parties;
  - (c) adopt such standards, procedures, forms (eg. Project Authorization form), reports and guidelines consistent with this Agreement as it deems expedient and appropriate to achieve its purpose;
  - (d) establish Sub-Committees as may be required from time to time to assist in the management of this Agreement, delegate to them all necessary authority to carry out their mandate and establish all procedures with respect to its own meetings and those of the Sub-Committees, including rules for the conduct of meetings and the making of decisions where the members are not physically present; and
  - (e) carry out any other duties, powers and functions specified elsewhere in this Agreement or as may be assigned to the Management Committee by the Ministers to accomplish the Purpose of the Agreement.

### **4.0 IMPLEMENTATION**

- 4.1 Subject to the terms of this Agreement, the Province shall undertake or shall cause to be undertaken the implementation of all projects.
- 4.2 The review, approval and implementation of any projects shall be undertaken in mutual respect of applicable federal and provincial environmental legislation.

### **5.0 CONTRACT PROCEDURES**

- 5.1 All contracts to be entered into by the Province or by any Contributor with a Third party for the due implementation of a project shall be awarded and administered in accordance with the administrative, management and contract procedures within the Province.
- 5.2 All contracts entered into pursuant to Section 5.1 shall incorporate the relevant provisions of this Agreement and in particular, that
- any of the members of the Management Committee shall be permitted, at all

- (b) Except with the written agreement of the Federal Minister,
  - (i) should the federal share of direct costs referred to in Subsections 7.1 (a), (b), (c) and (d) that are incurred but not necessarily paid for projects approved account for less than \$252.829 million by March 31, 1995, the maximum total contribution by Canada under this Agreement shall be reduced by the amount corresponding to the shortfall; and
  - (ii) no more than \$108.356 million of the federal share of direct costs referred to in Subsections 7.1 (a), (b), (c) and (d) may be incurred after March 31, 1996 which, in any case, shall be incurred on or before March 31, 1997.
- 6.2 (a) The contribution by Canada from all sources, including this Agreement, with respect to any one Project shall not exceed one-third (1/3) of the total Eligible Costs approved for that project, except as otherwise provided in subsection 6.2 (b) of this Agreement.
- (b) Canada may, at the request of the Province, but subject to the agreement of the federal Co-chair, fund more than one third (1/3) of the Eligible costs of a specific Project provided that Canada's share of Eligible costs for all projects approved under this Agreement, at any given time, by the Management Committee does not exceed one third (1/3).
- (c) Eligible Costs referred to in Subsection 7.1 (d) shall be shared equally by the Parties.
- 7.0 PAYMENT PROCEDURES
- 7.1 For the purposes of this Agreement, "Eligible Costs" include all direct costs properly and reasonably incurred and paid solely and specifically in relation to this Agreement that are:
  - (a) invoiced against a contract for goods and services necessary for the implementation of a Project;
  - (b) any other costs which are incurred and paid in the course of implementation of the Project that are recognized and determined as relevant by the Management Committee; and
  - (c) the salaries and other employment benefits of any employee of Canada, the Province or the Contributor engaged solely and specifically for the purpose of implementing a Project under this Agreement which costs have been determined and approved by the Management Committee;

- (b) the Management Committee approved, as being justified, the inclusion of the cost overruns; and
- (c) funds are available to cover said costs overruns.

#### 8.0 AUDIT AND INSPECTION

- 8.1 Canada and the Province shall ensure that proper and accurate accounts and records are maintained with respect to each Project undertaken pursuant to this Agreement and shall, upon reasonable notice, make such accounts and records available for inspection.
- 8.2 Accounts shall be maintained for a period of three years beyond March 31, 1996.
- 8.3 Each of the Parties may inspect the amounts of all claims in respect of any project implemented under this Agreement and the accounts and records related thereto. Any discrepancy between the amounts paid by any of the Parties and the amount payable under this Agreement shall be promptly adjusted between the Parties.
- 8.4 Each of the Parties hereto will provide to any member of the Management Committee on request all information that would indicate that a Project hereunder has been undertaken or completed and the costs incurred with respect thereto.

#### 9.0 PROGRAM EVALUATION

- 9.1 The Management Committee shall approve a plan and budget for the evaluation of the Program of Infrastructure within six months of the signing of the Agreement. Costs associated with the evaluation shall be shared equally by the Parties.
- 9.2 The evaluation plan shall identify: responsibilities for evaluation activity and data collection; evaluation issues; and, the character and timing of data collection.
- 9.3 The Management Committee shall approve the terms of reference for the evaluation before it is undertaken.
- 9.4 The Management Committee shall submit to the Ministers an evaluation report no later than twelve months after March 31, 1996.
- 9.5 Each Party will provide the other with all relevant information as may reasonably be required for such evaluation.



## 11.0 GENERAL

- 11.1 This Agreement may be amended from time to time on written agreement of the Federal Ministers and Provincial Ministers. It is expressly agreed and understood, however, that any amendment to Section 2.0 dealing with PURPOSE, to the part of Subsection 3.5(a) dealing with the last approval date, to Subsections 6.1 (a) and 6.2 (a) dealing with the financial participation of Canada must be approved by the Governor in Council or must obtain any other approval that may be otherwise statutorily required.
- 11.2 No member of the House of Commons of Canada or of the Senate of Canada or of the Legislative Assembly of Ontario shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
- 11.3 Nothing in this Agreement is to be construed as authorizing one Party or, at the demand of the Province, any Contributor to contract for or to incur any obligation on behalf of the other or to act as agent for the other.
- 11.4 All property including patents, copyrights and other intellectual property and any revenue acquired as a result of the work performed under any approved projects shall be disposed of, licensed or otherwise dealt with as the Management Committee may from time to time determine.
- 11.5 Notwithstanding any other provision of this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the Financial Administration Act.
- 11.6 (a) Any dispute between Canada and Ontario hereto or any question of law or fact arising out of this Agreement shall be submitted to and determined by the Federal Court of Canada pursuant to the Federal Court Act of Canada.
- (b) Any dispute arising from contracts entered into pursuant to Section 5.1 of this Agreement shall be submitted to and determined by the court having jurisdiction and governing said contracts.