PROVINCIAL-MUNICIPAL INFRASTRUCTURE AGREEMENT

AGREEMENT made this 18th day of December, 1996

BETWEEN:

HER MAJESTY Province of Minister of THE QUEEN, in right of the Ontario as represented by the Municipal Affairs and Housing,

referred to below as the "Province",

AND:

THE CORPORATION OF THE TOWN OF PELHAM

referred to below as the "Municipality",

appended to this Agreement as Schedule "A"; which was entered into subsequently WHEREAS the Canada-Ontario on January amended on August 24, Infrastructure 1994, 26, the 1996, Province Program and and Canada z. Agreement

the renewal and AND WHEREAS enhancement Canada of and the Canada's Province physical are infrastructure; committed ţ

should invest local community level; CINA מנ WHEREAS the renewal ť z: and enhancement agreed that Canada 0 f infrastructure and the Province at

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

working infrastructure toward this and the creation of WHEREAS shared the goal Municipality of employment; investing s. also to improve committed public

enter authorizes into JANUARY this the Mayor, AND WHEREAS 0 Agreement 199**%** Reeve, the Municipality, and on behalf Warden appended 0f S S the hereto Chair Уď Municipality; and the By-law ಬ್ Schedule 1871 (1797), Clerk "B" to

THEREFORE the Province and the Municipality agree as

Definitions

- 1.1 In this Agreement:
- (a) "Canada" means Her Majesty the Canada; Queen H. right 0f
- (d "<u>eligible</u> 4.1 of thi this costs" means
 ls Agreement; those costs defined i, section
- (c) any year and timmediately fo it" means the p id terminating following yea regret commencing Apriling on March 31 of the Year;
- (d) "Management established Committee"
 pursuant to t'o means the o section 3 ω Management Committee 1.1 of Schedule "A";
- (e) "Minister"
 Housing; means Minister 0f Municipal Affairs

- (f) Parties" means Canada and the Province; and
- (g) Management amended, of Schedule "C "Project" of Schedule "C" of this means Committee ρ project pursuant "A" and a Agreement and or മ projects ţ further section approved n 3.5, as described þу

2. <u>Implementation</u>

- \sim accordance with Schedule "C" and before March 31, construction Municipality and of the in ti 1999 shall the body terms Project implement and described Of. conditions this and Agreement complete Ľ, set Schedule out actual 20 in "C"
- 2 (a) in default completion Municipality the Province, flows If a possible at Municipality default on eit pletion date f any for ince, by registered mail, default. the time either Project after becomes aware the commer the this as aware that it re commencement day Project or +' t in sulprotice the projected cash Schedule "C", the the s entered t is or ma date or t immediately ne actual or . тау the into Ьe to

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- <u>g</u> 20 The (1) e notice sh) detailed possible d shall default; contain and and the following justification information: for the actual
- (2) the revised commencement or flows. 9 completion Schedule "C" C" setting dates, and and out proj the ected new cash
- <u>c</u> Project to Agreement. The notice, upon receipt by the Province, deemed to be accepted unless the Province the Municipality immediately that further Committee approval is required in order for the Municipality immediately that for the Committee approval is required in order for the committee approval is required in the committee approval in the committee approval is a committee approval in the committee approval in the committee approval is a committee approval in the committee approval i continue as Ω Project under this for shall be notifies Management the
- N ω to, of the The The Municipality implementation o the capital cost all land and interest to the implementation of + of the Project costs of the F interests in 1 0f solely the Project. and and fully responsible of including but not less Project and the acquinglands that are require sible for the not limited ne acquisition required for
- 2 4 approvals, R regulations of the Proje The Municipality si ovals, permits Project. y shall lits and l l licences re responsible for cences required ecessary for the the for or obtaining all by all statutes, he implementation

. . . .

- N ហ with the laws not limited to occupational h Municipali l to, lapo 0f labour shall the P and safety Province implement ovince of environmental, statutes the Project Ontario, inc ental, human and including man rights regulations compliance and but
- \sim g Upon completion Municipality sha associated with the Project. Project on of shall the be responsible operation, ma the implementat maintenance for ion al1 0f the on-go Project sing cos the ts

Tenders

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- ω The Municipality shall implementation of the P purchasing policies of approved by the Council Project f the Mur let O H all Municipality or the Municipality contracts relating S ٧ otherwi th ţ the Ø
- ω 2 applied v Thousand percent Canada) be done that a k ensure the e in t on the Canadian conton of the supplies, equal when comparing bids and (\$15,000) or more, to chat extent when selecting a respect of the important when selecting a permitted content γď equipment implementation of law with and bid preference the proposals h the excep (all and Municipality exception values services will 0f ďn the added for Fifteen t 0 r work : Project shall 10 cement 90 4 4

4. Financial Provisions

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- for purpose direct cost solely and for greater greater rposes of this costs properly and if and specifically in reater certainty means Agreement, "eligy and reasonably ally in relation t means: "eligible to this incurred cost eu and paid Project and Š mean and al
- (a) services Project; invoiced necessary against sary for a c Ω ontract implementation o Ĥ and the
- (d) any Management recognized course other cse of costs which are implementation and determined
 Committee; e incurred of the Pro SB curred and paid the Project that relevant by the that the μį are the
- 6 purpose of been determ Committee, employment employee engaged solely and specifically for purpose of implementing the Project which been determined and approved by the committee included the project which committee includes the project which inc proportion t specifically benefits to the em nined and a including devoted ts of any mu employee's ted to the P 0 f municipal
 's time sol time solely Project; Management nd other employee for 0 f the have

- (d) costs related to Project signage;
- (e) lesser contributions 0f fair in kind market value which are or cost; recorded and at
- (f) any in determined (a) other 9 administrative
 b), (c), (d) and and approved and Λq costs (e) the above, not Management otherwise which Committee; have covered been

but shall not include costs which are for:

- (g) services or v Municipality works 20 an normally agency thereof; provided and þу the
- (d) the cost of any lands or any interest in land.
- 4 N (a) not and The one eligible costs of the third (1/3) of the eshall be contributed e third (1/3) of the eligible cod on behalf of Canada, shall texceeding a furth anada, shall contribute an amorther one third (1/3) of the the Project, and the final one eligible costs of the Projected by the Municipality. costs amount of not the an amount exceeding Project
- however the ag sources shall the Project. from (b) If the Municipality receives grants or other n Canada in addition to the funding set out in this Ac Municipality may apply those other funds to the Projecter the aggregate funding received from Canada from crees shall not exceed one third (1/3) of the eligible or cin this Project er funding Agreement a11 costs 0f
- <u>(C</u> A Project Agreement Province v under 1£ s not eligible for funding under thi the Project receives funding from any provincial capital program. this the

5. Payment Provisions

- ហ $\boldsymbol{\vdash}$ has In The 20 s paid all in which all instances clair before March 31 of Municipality payment of the paid or which bе submitted after the cost 0f the he eligible costs of the Project which it has been billed for but has no claims for payment shall be submit as of the year following the fiscat was incurred, but no claim for ped after March 31, 2000. claims shall submit to the Province wilch it has not paid. e submitted on e fiscal year n for pavmon its claims
- S Municipality agrees
 payment of that bill
 claim to the Province submits costs for the മ Munich it has which it has Municipality Province nas been billed b to supply the Prol within 90 days in accordance ance with section 5.1 for payment of eligible ed but has not paid, the Province with proof of ays of submitting the the f of
- S ù of payment withhold o the event 20 required reduce f that the Municipality ed by section 5.2, e future payments to does, the the s not file the pr e Province may the Municipality; the proof
- S 4 any The costs incurred implementation ts are billed to Province shall to before of the Mu not the be responsible for the ore January 24, 1994 in the Project regardless of Municipality. be the in 0 f payment or relation of when su such of to
- ហ ഗ്വ eligible combe provided Municipality shall costs to t the he Province Province. submit its g claims claim: forms for payment s which v yill
- G σ by the Province, Municipality the Subject ζ satisfactory Parties' the Province shall lies' share of review and approval the pay eligible ţ the of the 00 48 claim
- S The Municipality shalpayment of eligible of the Project and the forms which will be I shall said Report provided by costs submit s a Project Co Report shall ded by the Pa with its its final cl Province эd etion Report submitted on claim for for
- S ∞ Project (Province event Completion e shall with that tion Report withhold pa the Municipality ct as required payment of the does the by sect e final not section submit the

6. Financial Records

- $\boldsymbol{\omega}$ $\mathbf{\mu}$ The Municipality shall keep separate all amounts incurred, claimed, paid are respect to the implementation of the shall separate and Project. financial received records with for
- σ 2 The Municipality shall retain a contracts, records, claims and implementation of the Project l accounts that until March 31, and preserve that relate all 2001 documents ξo the

7. Public Information

- 7.1 The Municipality with respect to written consent of the shall hall not make any public announcements approved Project without the prior the Management Committee;
- 7. N The "A" ceremony shall Province. consultation the public in ρ "A", public concerning . joint public nublic announcements and officianing the Project shall be develout federal-provincial communicat tation with the Municipality. blic information, public announcy shall be shared equally by one of the shall be shared. information described scribed in section and official cerem all be developed an l communications co announcement Ly by Canada Costs ceremonies and organized committee in associated with tor official and the Schedule ьу
- 3 (a) throughout indicating Αt undertaken message Infrastructure shall the e request install a approved under that the t of Management Committee the Municiat the appropriate location, and made duration of the Project, one or made the Project is an Infrastructure Program Λq the the auspices nuspices of the Agreement or the Management or the committee. Canada-Ontario the Municipality ion, and maintain , one or more signs astructure Project other such
- (d) The considered 4.1(d) of cost of this an the he signage eligible c Agreement. referred for the to purposes Ľ, paragraph 0 f h (a) is section
- 4(a) shall ins feasible, inscription Αt the e request install, Ton ည approved plaque or nodn of Management completion Уd permanent sign bearing the Management Committee of the Project, the Committee Municipality an where
- paragraph Province. The (a) s shall 0f the əd plaque shared or permanent equally by C nt sign Canada and referred ţο in

- 7 G tenders for the Project, including Project clearly and prominently indicate that fundiunder the terms of Schedule "A", and non-communicipality may result in the termination funding funding; and non-compliance funding signage, calls Was and provided γd shal the
- Management Committee in relin both English یں materi یe in relation ا French. cerial to approved by this Projec Project the shall aq

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199 section unless material ŏ, Paragraph (a) rial related on 14 of c.F.32, the Municipality I of the French മട to amended does calls not has ರ್ಣ Language t apply and ten passed re-enacted tenders Services Act R. ö മ public byfor from ·law the time pursuant Project ţ S.0 to :ime

8. Audit and Inspection

- ∞ $\boldsymbol{\mu}$ Upon reasonable notice from either Municipality shall make available to Parties, and their respective audit contracts, records, claims and accordant implementation of this Project, auditors, d accounts to 8 for either both all documents, associated wit inspection. 8 with the
- ∞ 2 claims. documents, Each respect of the e Parties may inspect of the implementation contracts, records a ion and the of of the Project, and accounts, related t amounts the Pro-0f al claims to al the
- ∞ ucual costs and may make appropriate adjustments accordance with the permitted eligible costs. The Municipality shall immediately refund any overpays the Province's written request regardless of when overpayment is discovered. nce may undertake l costs and marrage overpayment of when the Project audit o The in of noqu the the
- ∞ 4 used by the Municipality for any pimplementation of the Project immediately upon If the documents, determines the immediately the amounts requested its request inspection c ds, claims ar Province the from the purpose other than Municipality shall n of and Province Province, accounts has remit σ een
- ∞ ഗ respect for any Upon Municipality information v written to O purpose the which shall request ich is available t Project and which l provide is availa from the the Management Committee tο the ment Committee, the ttee with any le Municipality with Committee requires

9. <u>Indemnification</u>

- 9 rartles, their Ministers, officers from and against all claims, deman damages, actions, suits or other p made, sustained, brought or prosec arising from any wilful or neglige to anything done or omitted to be implementation, operation, maintenproject. wilful or negligent act, or omitted to be done in officers, employees a ns, demands, losses, c r other proceedings by or prosecuted, in any maintenance and and save or attributable the harmless repair costs and manner whomsoever of agents
- loss of proper omission or de directors, off the contract. If the Municipality ——
 Party for the purpose of implement...
 Municipality shall ensure that it is a term or unagreement that the Third Party shall indemnify an agreement that the Third Party shall indemnify and the Third Party shall be agreement that the Third Party shall be agreement to the Third Party shall b property a officers s of any arising y on the 9 ising from any wil the part of the employees or age y wilful or negligent the Third Party, its with and losses, employees മ the 0 Third act,

10. <u>Insurance</u>

10.1 The Municipality shall maintain comprehensive public liability and property damage insurance, the Municipality for all sums which the Municip become obliged to pay as damages by reason of i persons (including death) or damage to or destriproperty in the course of any activity carried this Agreement. insurance, insur the Municipality reason of injury destruction policies out insuring under ţο may

1. Time is of the Essence

11.1 Time is of deadlines are the tο essence əd strictly n this adhered Agreement and any dates

2. Priority

12.1 Agreement the event the Schedule event 0f and of conflict between the Schedule "A", Schedule a conflict between the l"C" this Agreement shall shall pody body of this agreet prevail. revail. In agreement

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- 13. Notice
- 13.1 Any notices, invoices, reports or communications under this Agreement shall be given by personal delivery or by regular mail, posted in Canada, delivered or addressed as follows:

to the Ministry:

MINISTRY OF MUNICIPAL AFFAIRS CANADA ONTARIO INFRASTRUCTURE OFFICE (COIW) 13TH FLOOR 777 BAY STREET 777 BAY STREET TORONTO, ONTARIO M5G 2E5 VICIPAL AFFAIRS AND HOUSING INFRASTRUCTURE WORKS PROGR PROGRAM

to the Municipality:

The Attn: 0 LONTHICK Corporation PELHAM 1E0 MURRAY OWTHEIO Town of the HACKETT, CAO Sounce, Box 400 Town 9 PELHAM

14. Schedules

14. schedules "provisions Agreement. Α contained BI and in Cu 'C" of this Agreement Schedules form form part and the 0f this

15. Alteration or Addition

15. μ No change or mode hereto shall be the Municipality modification valid and the unless Province. ç this Agreement authorized in writing and Schedules Λď both

16. Binding

16. This it a s Agreement and their r nt binds the respective the successors Province and and the the Municipality permitted assign assigns

17. Financial Administration Act

17. obligations on the part of Municipality are subject Act R.S.O. 1990, c.F.12, time to time. Notwithstanding g any the l other er provision of the Provi as the Province a the Financial amended 9 in this al Administration re-enacted from and the Agreement a11

18. Failure to Comply

- 18. \vdash Where, in the opinion of the I has failed to comply with any Agreement, the Province shall written notice, by registered failure to comply. the Province, the of the terms give the mail, of erms of this Municipality the Municipality's Municipality of this
- 18. 2 If the Municipality upon re in section 18.1 fails to co Agreement within fourteen (notice, the Province may re Committee that it revoke the approval funds pai paid rs Ls tο revoked, the Municipality nce may revoke ed, the receipt of comply with in (14) days recommend to the Project Province Project a under with may of the and this the f receiving the Managem recover notice e terms where cerving the Management Agreement any referred of this the and a11 to

19. <u>Dispute Resolution</u>

19.1 Any dispute ari submitted to an in the Province arising our conditions and determined and the Agreemer d by a court d determine s Agreement having jurisdiction such dispute. shall

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Province by the Minister of Municipal Affairs and Housing, and on behalf of the Municipality by the Mayor, Reeve, Warden or Chair and the Clerk.

GOVERNMENT OF THE PROVINCE OF ONTARIO

70+0	Witness	Date	Witness	THE CORPORATION OF THE Town	Date	' Witness	
	Mines Haufild	1	Mayor/Reeve/Warden/Chair	G Ti		Minister of Municipal Affairs and Housing	

Section 1

INFRASTRUCTURE PROGRAM AGREEMENT

This Agr lent made 128 24 day 0 January 1994

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

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 a opportune to invest of high national or t in needed I regional un rio agree that it
od Infrastructure
unemployment; ut st periods

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

AND WHEREAS Canada and Ontario are committed to environmental sustainability and recognize that infrastructure investments can enhance the quality the environment; 0

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

AND WI Order has au Trade into 1 AND WHEREAS the Lieutenant Governor in Council, by Order in Council 105/94 of the 19 day of January 1994, has authorized the Minister of Economic Development and Trade and the Minister of Municipal Affairs to enter onto this Agreement on behalf of the Province of Intario;

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NOW THEREFORE the parties hereto mutually agree as follows:

1.0 DEFINITIONS

- 1.1 In this Agreement, unless the context requires otherwise,
- "Canada" means Her Majesty the Queen in Right of Canada;
- (b) "Contributors" includes any local government and any body corporate, whether public or private, sharing in the Eligible Costs of a Project;
- (c) "Eligible Costs" means those costs defined in7.1 of this Agreement;
- (d) "Federal Minister" means the Minister responsible for Infrastructure and includes anyone authorized to act on the Minister's behalf;
- (e) "Federal Implementing Minister" means the Minister of Industry, Science and Technology and includes anyone authorized to act on the Minister's behalf;
- (f) "Federal Ministers" means the Federal Minister and the Federal Implementing Minister;
- (g) "Fiscal Year" means the period commencing on April 1 of any year and terminating on March 31 of the immediately following year;
- (h) "Infrastructure" means physical capital assets in Canada instrumental in the provision of public services;
- (i) "Local governments" means villages; towns; townships; cities; counties; regional, district and metropolitan municipalities; the County of Oxford and school boards;
- (j) "Management Committee" means the Committee established pursuant to Section 3.1 of this Agreement responsible for managing and administering this Agreement;
- (k) "Ministers" means the Federal Ministers and the Provincial Ministers;
- (1) "Minister responsible for Infrastructure" means the President of the Treasury Board of Canada in his capacity as Minister responsible for Infrastructure and includes anyone authorized to act on the Minister's behalf;
- (m) "Parties" means CANADA and the Province of ONTARIO;

- (n) "Project" means a proposed Infrastructure Project that receives approval for implementation by the Management Committee as per section 3.5 of this Agreement;
- (o) "Province" means the Province of Ontario;
- (p) "Provincial Implementing Minister" means the Minister of Economic Development and Trade and includes anyone authorized to act on the Minister's behalf;
- (q) "Provincial Minister" means the Minister of Municipal Affairs and includes anyone authorized to act on the Minister's behalf;
- (r) "Provincial Minister(s)" means the Provincial Minister and the Provincial Implementing Minister; and
- (s) "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, an words in the plural include the singular.

1.0 PURPOSE

- 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

- 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. e shall this Ad
- The Management Committee shall be headed by two Co-Chairs, one from the two federal members, to 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. ě

- The Management Committee shall meet on a time basis at such places and on such dates as may agreed by the Co-Chairs. A quorum for all meetings of the Management Committee shall be of the Canada Co-Chair or substitute member at the Provincial Co-Chair or substitute member; cimely may be be made and
- Decisions of acted upon respective of the Management if agreed by the substitutes duly Committee can only Co-Chairs or their acting for them. Đ

Review and

- ω · U The Management Committee shall:
- (a) assess all nominated Projects, make approval determination but ensure to nominated Project is approved after March 31, 1996. e that 70
- 9 develop, where appropriate and in a timely manner, guidelines for the eligibility, assessment and approval of nominated Projects having due regard to the following criteria:

- incrementality and/or acceleration of investment; short and long-term job creation; enhancing Canada's and Ontario's economic competitiveness; use of innovative technologies; bringing infrastructure up to community standards, codes and by laws; enhancing long-term skills in the workforce; enhancing environmental quality and sustainability; use of sound innovative financing techniques which may include private capital; and distribution of program benefits within Ontario.

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- consistent with provincial capital planning practices, guidelines and any overall infrastructure development plan(s) affecting the particular regio or area of the Province; and
- structured as to ensure that any ongoing additional operating costs are borne by the Project proponent and that satisfactory financial arrangements are in place or have been approved by the Province.
- <u>a</u> ensure that all cont implementation of a relevant provisions א שי ס racts awarded f Project incorpo of this Agreeme for the porate the ment.

- 6 (a) It is understood and agreed by Canada and the Province that the Project approval process shall be initiated by the Provincial Co-chair who shall nominate Projects. The Province shall promptly inform the federal Co-Chair of all Project proposals or requests as they are received from potential Contributors.
- (b) It is understood and agreed by the Parties that the Province will consult with local governments and others, with the purpose of advising the Province on Project identification and management of this Infrastructure Program.

Administration

- w 7 The the Agre e Management (
 e administrati
 reement, and w
 e foregoing, s t Committee shall ation and manageme d without limiting , shall: id the responsible of this he generality for 0
- (a) ënsure 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;
- for 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

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- 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.
- .2 All contracts entered into pursuant to Section 5.1 shall incorporate the relevant provisions of this Agreement and in particular, that

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- any of the members of the Management Committee shall be permitted, at all reasonable times, to inspect the terms of the contract and any records and accounts maintained thereunder;
- all applicable labour, environmental and human rights legislation and standards shall be respected; and
- the Third Party shall indemnify and save harmless the Parties to this Agreement and their Ministers, officers and employees from and against all claims, demands, losses, damages, costs of any kind based upon any injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Third Party or its servants or agents in carrying out the contract.
- ທ demand of the Province, the Contributors or any Third Party shall indemnify and save harmless Canada, its Ministers, officers and employees from and against all claims and demands arising out of the implementation, operation, maintenance and repair of such Project except to the extent that claims and demands relate to the act of negligence or breach of duty of any officer, employee or agent of Canada. HO
- ເກ Upon the completion of any Project, the Provor, where applicable, the Contributor or any Party to whom is assigned the on-going responsibility for such Project shall take of full responsibility for that Project's operamaintenance and repair, except in cases when other arrangements between Parties hereto specifically apply. Province any Third e over ni in

6.0 FINANCIAL PROVISIONS

g (a) Notwithstanding anything in this Agreement but subject to the express condition that, there be an appropriation by the Parliament of Canada for the funds necessary for the Fiscal Year in which they are required, the total contribution by Canada under this Agreement shall not exceed \$722.370 million

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(b) Except with the written agreement of the Federal Minister, $\label{eq:condition}$

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.

(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.

1.0 PAYMENT PROCEDURE

- 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;
- (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; and

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(d) any other administrative costs not otherwise covered in (a),(b) and (c) above, including those referred to in sections 9.1 and 10.1 of this Agreement, which have been determined and approved by the Management Committee;

but shall not include costs which are for:

- (e) services or works normally provided by either Party or Contributor or any other agency of either Party or Contributor; and
- (f) the costs of any lands or any interest therein.
- 7.2 Subject to this Agreeme applicable and at the decontributors shall be reto the Eligible Costs of under this Agreement. ement, each Party demand of the F responsible for of Projects imp ty and where Province, the or contributing mplemented
- Payments by Canada shall be promptly made to the Province on the basis of progress claims setting out the costs actually incurred and paid for the Project, submitted in a form and verified in a manner satisfactory to Canada.
- .4 In order to assist with the interim financing of any Project, Canada may make interim payments to the Province of up to one hundred percent (100%) of Canada's share of claims submitted, based on estimates, certified by a senior officer of the Province, of costs actually incurred.
- payment by submitting to Canada, within ninety (90) days after such payment by Canada, a detailed statement of the actual expenditures incurred and paid, verified in a manner satisfactory to Canada. Any discrepancy between the amounts paid by Canada by way of interim payments and the amounts actually paid by the Province shall be promptly adjusted between the parties.
- Notwithstanding anything in section 7.4, the Province shall not be entitled to any interim payment in a subsequent fiscal year until all payments received by the Province in a previou fiscal year have been repaid or accounted for manner satisfactory to Canada. such is in a
- 7 7 No claim shall be paid k received on or before Ma following the Fiscal Year Cost is incurred and in later than March 31, 199 id by the Pa e March 31 c Year in whi in all circ 1998. Parties unless it 0 of the year which the Eligible pircumstances, no H.
- 8 The Management Committee shall not normally consider cost overruns on Projects approved under this Agreement unless, and only in exceptional circumstances:

 (a) the Party implementing the Project informs

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(a) the Party implementing the Project informs the Management Committee immediately when it became aware that a cost overrun was probable; and

- (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.
- ω 'n Accounts shall be maintained years beyond March 31, 1996. for ρ period O Hh three
- ∞ Each of the Parties may inspect the amounts of claims in respect of any Project implemented u this Agreement and the accounts and records related thereto. Any discrepancy between the amounts paid by any of the Parties and the amopayable under this Agreement shall be promptly adjusted between the Parties. of of all nder
- Each of the Parties hereto will provide to any member of the Management Committee on request a information that would indicate that a Project hereunder has been undertaken or completed and costs incurred with respect thereto. all the

9.0 PROGRAM EVALUATION

- 9.1 The Management Committee shall approve a budget for the evaluation of the Program Infrastructure within six months of the the Agreement. Costs associated with the evaluation shall be shared equally by the he signing the the Partie plan of Parties. and OH,
- 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 Each Party will provide relevant information as for such evaluation. the may other with reasonably all be equired

11.0 GENERA

- written agreement may be amended from time to time on 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. 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. 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.
- l.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.

This Agreement has been executed on behalf of Canada I the Minister of Infrastructure and the Minister of Industry, Science and Technology and on behalf of the Province of Ontario by the Minister of Economic Development and Trade and the Minister of Municipal Affairs.

GOVERNMENT OF THE PROVINCE OF ONTARIO

GOVERNMENT OF CANADA

Minister of Development Economic and Trade

President of Treasury Board in his capacity as Minister responsible for Infrastructure

Minister Affairs Municipal

Minister of Industry, Science and Technology

AMENDMENT TO THE CANADA-ONTARIO

Industry Canada Sip DEC. دے 1996

INFRASTRUCTURE PROGRAM AGREEMENT

Control Records

This Amend Amendment ment made thi. the Canada. day of day Ontario Infrastructure,1996. Program

2 **_**

BETWEEN

THE GOVERNMENT as "Canada") re responsible for Minister of Ind ENT OF CANADA (herei) represented by the for Infrastructure Industry (herein by the l and n referred Minister and the red.

represented by th Housing. the OF to THE o as "the Minister PROVINCE Province")
of Municip OF ONTARIO

0 DEFINITIONS

- Clause |-- . |--In this Agotherwise, Agreement, unles Ŋ the context require
- (e) 0f anyone "Federal Industry, Science one authorized to Implementing and act rister" means the I Technology and in on the Minister's he Minister includes or's behalf;
- (ď) "Provincial Implementing Minister"
 Minister of Economic Development a
 includes anyone authorized to act
 Minister's behalf; and 0means Trade the and
- (q) Municipal to act on "Provincial All Minister" means the Minister of Affairs and includes anyone author the Minister's behalf; 17. ed

E. amended ಜ follows:

- (e) Industry a "Federal Implementing
 and includes
 's behalf; and's be Minister" anyone er" means the authorized to t;o Minister act g the 0f
- (d) "Provincial]
 of Municipal
 authorized to Implementing

 Affairs and

 to act on the Minister"
 Housing an
 Minister's and Ŋ means the nd includes s behalf Ø Minister s anyone
- (q) Aff "Provincial Affairs and gn the Minister" means the Housing and includes Minister's behalf; Minister anyone of Munici ipal 1 to

. س 0 MANAGEMENT AND COORDINATION

and selection

Clause w The Management Committ 000 shall:

(a) assess all nom determination is approved af a11 nominated on but ensure March 3 Projects, make an approval sure that no nominated Project 31, 1996. ect

is amended as follows

- 3.5 The Management Committee shall:
- (a) assess all nominated Projects, make an approval determination but ensure that no nominated Projec approved after December 31, 1996; CT

Administration

- Clause W 7 the Agreement, and the foregoing, administration Management and shall: tion and without Committee management limiting t shall the of. esponsible genera this Llity for Эf
- project ensure that shall the not be lat d complet March dat h 3 \vdash \circ 0 19 **6** 9

is amended as follows:

(a) shall ensure not that ьd the he expected later than I March 31, 1999; 0 m ω project

6.0 FINANCIAL PROVISIONS

- Clause σ .1(b) Except Ministe with the written agreement 0 m the Federa
- (i) should are incurred but not necessarily paid for approved account for less than \$252.829 m March 31, 1995, the maximum total contribution and under this Agreement shall be the amount the amount the federal correspond ing share o. 7.1 (a), 0f arily paid for Projects tan \$252.829 million by total contribution by shall be reduced by direct costs and s referred (d) that
- j. (a), (of incurred direct (b), than on costs referred to (c) and (d) may be 1996 which, in an OĽ \$108.356 before million March any ಎರ on of the federal in Subsections 7. in Subsections 7. is incurred after y case, shall be 131, 1997. in sharc 1

is amended as follows:

- 6.1 (b) (i) Deletion
- (b) (ii) Deletion

7.0 PAYMENT PROCEDURES

C 7 received on or be following the Fis Cost is incurred later claim than shall on or March l be paid by r before Marc Fiscal Year and in all c March the l he Parties unles 31 of the year in which the Elig circumstances, year e Eligible unless μ. Ċ Ø

is amended as follows:

ui uo or be claim before ich the shall ces March 31 Eligible ೨೦ paid lat id by the 1 of the 1 cost is terithan 1 year following the sincurred and in a March 31, 2000. Parties unless ic is received he Fiscal Year all **⊢**.

8.0 AUDIT AND INSPECTION

 \mathbf{C} laus 8.2 Accounts
years have beyond March shall ಶಿಂ maintained a 31, 1996. 20 Ф period 0 f three

is amended as follows:

æ • N beyond Accounts March 31, shall bе 1998. maintained for ρ period o f three years

9.0 PROGRAM EVALUATION

Clause 9.1 The Management budget for the Infrastructure the Agreement, evaluation shall t Committee shall appre evaluation of the Pre within six months of Costs associated with the shared equally approve a he Program hs of the s ed with the the the signing plan of Part and s es 0 f

is amended as follows:

- 9. The Management C the evaluation o associated with the Parties. Committee shall approve a of the Program of Infrast h the evaluation shall be shall plan and budg cructure. Costs shared equally and budget Ãq 0 H
- Clause 9. 4 The Management Ministers an every twelve months a evaluation re a safter March report shall submi no la 1996. later to than the

is amended as follows:

9.4 The Management evaluation repo n report 1998. Committee shall ort no later than submit twelve tο months the Ministe s after ister Ø an

This Amen Minister Industry of Munici Mun.icipal Amendment ndment has been e responsible for and on behalf of on behal and Of f executed on behing infrastructure of the Province of Housing. behalf e and of Or ontario by the o f Canada Уď the the Mini O ff

GOVERNMENT OF PROVINCE OF ONTARIO

Minister of Municipal Affairs and Housing

GOVERNMENT OF CANADA

President of Trostry as Board in his capacity as Minister responsible for Infrastructure

THE CORPORATION OF THE TOWN OF PELHAM BY-LAW NO. 1871 (1997)

Program Agreement - Reconstruction of Broad Street. an Agreement between Her Majesty the Queen, in right of the Municipal Affairs & Housing re Canada-Ontario Infrastructure Province Being a by-law to authorize the Mayor & Clerk to enter into Ontario as represented by the Minister of

Corporation of the Town of Pelham with regard to the Canada-Ontario Infrastructure Program - Reconstruction of Broad Street; Province of Ontario as represented by the Minister of Municipal Affairs & Housing and the it desirable to enter into an agreement between Her Majesty the Queen, in right of the WHEREAS the Council of the Corporation of the Town of Pelham deems

ENACT AS FOLLOWS: NOW THEREFORE THE CORPORATION OF THE TOWN OF PELHAM

- same is hereby approved. of Municipal Affairs & Housing and the Corporation of the Town of Pelham be and the Her Majesty the Queen, in right of the Province of Ontario as represented by the Minister THAT the Agreement attached hereto and made part of this by-law between
- Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto. instructed on behalf of the Corporation of the Town of Pelham to execute THAT the Mayor & Clerk be and each of them is hereby authorized and the

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED BY COUNCIL THIS 20th. DAY OF JANUARY, 1997 A.D.

MAYOR

CLERK

;s;**

SCHEDULE 11C11 2 1

1. MUNICIPALITY:

TOWN OF

2

PROJECT NAME:
BROAD STREET RECONSTRUCTION

ω. PROJECT NUMBER:

M1840510

LOCATION OF PROJECT:

VILLAGE OF FONTHILL

<u>ა</u> ELIGIBLE PROJECT COSTS:

\$35,500.00

As approved and set out in the attached Project Expenditure Schedule.

. و PROJECT START DATE:

1997/01/01

7. PROJECT COMPLETION DATE:

1997/03/31

2.11 Private Sector Contributions (Attach Business Case)/Contributions du secteur privé (Prière de Joindre un rapport d'affaires) .. 16211 **25.688** 2.10 Local Partner's Own Resources/Fonds propres du partematre local 23666.672002.00 Recettes en capital - Programme sur les travaux d'infrastructure Canada-Ontario (Parts fédérale et provinciale) 2.9 Canada Ontario Infrastructure Works Capital (Federal and Provincial Shares)/ Broposed Method of Financing/Methods de financement proposes Total Fleding \$/Enancament local \$ STIFE 2.8 Total Estimated Project Net Cost/Coût net total estimatif du projet 1327 271 at ab stnemes remons remom/setsdar 120 sza 7.5 2.6 Total Estimated Project Gross Cost/Coft brut total estimatif du projet 2.5 Other Costs (specify)/Autres cotts (préciser) 2.4 Equipment/Matériel 2.3 Salates & Employee Benefits/ Salatres et avantages sociaux des employés 22 Other relevant contract costs/ Autres cotts pertinents du contrat oozer2.1 Involced Costs - Major Contract/ Cotte facturés - Contrat important JAN-Mars Decided Not-Dec RIUL-1VA steM-nat Oct-D6c tqe2-fut **HUK-TVA** STEM-NEL 04-D6c MG-HUL MUL-WA Jan-Mar | Apr-Jun | July-Sept | Oct-Dec | Jan-Mar Jan-Mar | Apr-Jun | July-Sept | Oct-Dec | Apr-Jun/ Juky-Sept/ Oct-Dec/ **Z6/9661** 98/9661 1884\82 01-90H8/W RECONSTRUCTION OF BROAD STREET (Şecijou sıj ruonau sıj a gnide to the Application Form)/(Article S.f. a 2.11 = Guide pour remplir le formulaire de demande) SGHEDULE S.f. a 2.11 = Guide to the Application Form)/(Article S.f. a 2.11 = Guide pour remplir le formulaire de demande) SGHEDULE S.f. a 2.11 = Guide to the Application Formulaire de demande de la comunitation de la comunitation

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Atel project cast is \$35,500, as continued with Alan Mannell Jan 3/97 CB

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