



The Corporation of The
TOWN OF PELHAM
FROM THE OFFICE OF THE TOWN CLERK

December 18, 2009

Mr. Alan D. Koehler
Program Consultant
Ministry of Tourism
700 Bay Street, 15th Floor
TORONTO ON M5G 1Z6

Dear Mr. Koehler:

SUBJECT: **Recreational Infrastructure Canada (RinC) Program**
Ontario File Number: TSC-1012 – Project Numbers: R1860-1868

As per your letter of December 7, 2009, enclosed herein please find the following documents:

- (1) four copies of the RinC Program Contribution Agreement – duly signed and sealed by the Mayor and Clerk
- (2) certified copy of By-law #3071 (2009)
- (3) Certificate of Insurance in the amount of \$5,000,000
- (4) Void Cheque

Trusting this is to your satisfaction.

Yours very truly,

(Mrs.) Cheryl Miclette, AMCT
Town Clerk

Enclosures

Ministry of Tourism

Sports, Culture and Tourism
Partnerships Secretariat (SCTP)

700 Bay Street, 15th Floor
Toronto ON M5G 1Z6

Tel: (416) 326-3344

1-866-219-5001

Fax: (416) 314-1382

E-mail : Alan.Koehler@ontario.ca

Ministère du Tourisme

Secrétariat des partenariats pour les sports,
la culture et le tourisme (PSCT)

700, rue Bay, 15^e étage
Toronto ON M5G 1Z6

Tél: (416) 326-3344

1-866-219-5001

Télé: (416) 314-1382

Courriel : Alan.Koehler@ontario.ca



December 7, 2009

Kelly Walsh, Director of Community and Infrastructure Services
Town of Pelham
P.O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

Re: Recreational Infrastructure Canada (RinC) Program – Contribution Agreement
Ontario File Number: TSC1012
Project Numbers: R1860-1868

Dear Kelly:

Attached is the final electronic version of the Contribution Agreement ready for printing and signing.

Please print four (4) copies of the agreement and have them signed and dated by the officials identified on page 2 and forward to me by courier at the address indicated above.

It is important that the date field at the top of page 1 is not entered. This will be done once both parties have signed the agreement.

An original void cheque (for payment purposes) must be included, as well as a copy of your certificate of insurance. Note that the certificate must be compliant to the conditions outlined under section 9.1 of Schedule A of the Contribution Agreement. Please ensure that the following phrase is

contained in the certificate: *"Her Majesty the Queen in right of Ontario, Her Ministers, directors, officers, agents, appointees and employees."* Conditions include a minimum of \$5 million commercial general liability and the Crown being an "additional insured."

Upon receipt of **all** four signed agreements, provincial representatives will sign the agreements and one copy will be returned to you. Your initial payment will also be processed at this time.

Please feel free to contact me should you require further details. I look forward to working with you on your projects.

Sincerely,

Alan D. Koehler
Program Consultant

CERTIFICATE OF INSURANCE

TO: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF
ENERGY AND INFRASTRUCTURE AND THE MINISTER OF HEALTH PROMOTION

RE: WITH RESPECT TO THEIR CONTRIBUTION AGREEMENT WITH THE NAMED INSURED UNDER THE
RECREATIONAL INFRASTRUCTURE CANADA PROGRAM (RINC) AND ONTARIO RECREATIONAL
PROGRAM, FILE NO.: TSC1012 AND PROJECT NO.: R1860-1868

INSURANCE AS DESCRIBED HEREIN HAS BEEN ARRANGED ON BEHALF OF THE INSURED NAMED HEREIN UNDER THE FOLLOWING POLICY(IES); AND AS MORE FULLY DESCRIBED IN SAID POLICY(IES), AND ANY ENDORSEMENTS ATTACHED THERETO.

INSURED: CORPORATION OF THE TOWN OF PELHAM AND/OR TOWN OF PELHAM LIBRARY BOARD

| INSURER | TYPE OF POLICY | POLICY N° | TERM | | LIMITS OF LIABILITY |
|--|------------------------------|-----------|----------------|--------------|---|
| | | | EFFECTIVE DATE | EXPIRY DATE | |
| SUBSCRIPTION POLICY | COMMERCIAL GENERAL LIABILITY | CP99682 | JAN. 1, 2010 | JAN. 1, 2011 | \$ 5,000,000. Inclusive bodily injury and property damage |
| The Guarantee Company of North America | AM Best Rating of A | | | | |
| Lombard General Insurance Company of Canada | AM Best Rating of A | | | | |
| Temple Insurance Company | AM Best Rating of A+ | | | | |

ADDITIONAL INSURED:

Only with respect to the above and arising out of the Named Insureds operations is the following name added to the policy as an additional Insured. The addition of such Insured shall not increase the Limits of Liability as shown above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, HER MINISTERS, DIRECTORS, OFFICERS, AGENTS, APPOINTEES AND EMPLOYEES

ADDITIONAL COVERAGE:

Blanket Contractual/ Tenant's Legal Liability/ Cross Liability/Thirty (30) Day Written Notice of Cancellation, Termination or Material Change

This Certificate is only a summary of the insurance provided under the Master Policy(ies) and constitutes a statement of the facts as of the date of issuance and are so represented only to the addressee.

DATE: December 21, 2009

SIGNATURE:

Noreen Shah

THE CORPORATION OF THE TOWN OF PELHAM



THE CORPORATION OF
THE TOWN OF PELHAM

20 PELHAM TOWN SQUARE
P.O. BOX 400
FONTHILL, ON L0S 1E0
(905) 892-2607

Pay to the Order of

CANADIAN IMPERIAL BANK OF COMMERCE

Fonthill, Ontario

Cheque No.

Date

General Account

1066720101 7300913

FORM OF CONTRACT AGREEMENT

**Request for Proposal
Contract No.: 2010-03
Title: Pelham Playground Replacement Program
Location: Town of Pelham**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the 18th day of March in the year Two Thousand and Ten.

by and between

The Corporation of the Town of Pelham

hereinafter called the "Owner"

and

A.B.C. Recreation Ltd.

hereinafter called the "Contractor"

witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform the Work required by the Request for Proposal and Terms of Reference which have been signed by the parties, and which were prepared by the Director of Community and Infrastructure Services Contract Administrator, for the Town of Pelham
- (b) do and fulfil everything indicated by this Agreement, and
- (c) complete the Works as noted in Item 4 – Town Project Schedule – Harold Black Park, Marlene Stewart Streit Park and North Pelham Park by July 1, 2010 and attain completion of the Work, as certified by the Contract Administrator, for the Pelham Playground Replacement Program.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

Scope of Work

Meetings

Town Project Schedule

Proposal Submission Requirements

Project Fees

Proposal Evaluation

Agreement to Bond

Agreement between Owner and Contractor (Form of Contract Agreement)

Construction Lien Act

Maintenance Holdback

Liability Insurance

Cost of Proposal Preparation

ARTICLE A-3 CONTRACT PRICE

- (a) The quantities shown in the Schedule of Contract Unit Prices are estimated. The Tender Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Tender Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- (b) The Estimated Tender Price shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the Schedule.
- (c) Schedule of Tender Unit Prices, as per Project Fees, included as part of this contract,

Based on the Schedule of Unit Prices, referred to in article 9 Project Fees, the tender price is \$ Nine hundred and seventy thousand, seven hundred and fifty-four dollars and eight-nine cents in Canadian Funds, *Excluding G.S.T.*
(\$970,754.89)

ARTICLE A-4 PAYMENT

- (a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Tender Unit Prices in Article A-3 of this Agreement, and measured in accordance with the methods of measurement given in the specifications.

Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback n/a percent (0 %), the Owner shall:

- (1) make monthly payments to the Contractor on account of the work performed as certified by the Contract Administrator, and
 - (1) upon completion of the Work as certified by the Contract Administrator pay to the Contractor the unpaid balance of holdback monies then due, and
- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of n/a percent (0 %) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 RIGHTS AND REMEDIES

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) No action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties or between them and the Contract Administrator shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by fax, to have been delivered within five (5) working days of the date of mailing, or dispatch when addressed as follows:

The Owner at 20 Pelham Town Square, Box 400 Fonthill ON L0S 1E0

The Contractor at 60 Curtis Avenue, North, Box 21009, Paris ON N3L 3C3

The Contract Administrator at 20 Pelham Town Square, Box 400, Fonthill ON L0S 1E0

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-8 LANGUAGE OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto.

ARTICLE A-9 SUCCESSION

The General Conditions of the Unit Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

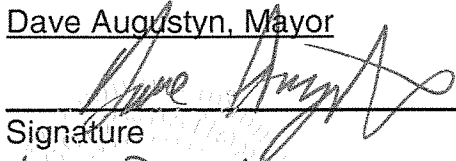
In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

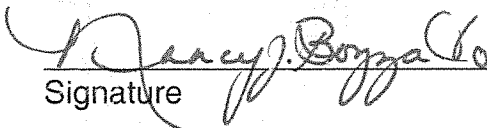
THE CORPORATION OF THE TOWN OF PELHAM

Dave Augustyn, Mayor



Signature

Nancy J. Bozaso
Cheryl Miclette, Clerk




Signature

CONTRACTOR

A.B.C. RECREATION LTD.

William W Cox

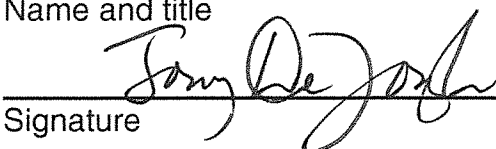
Name



Signature

TONY DE JONGH - SALES REP.

Name and title



Signature

March 30 2010

Date



Witness



Witness

RECREATIONAL INFRASTRUCTURE CANADA PROGRAM in ONTARIO

CONTRIBUTION AGREEMENT

Ontario File Number: TSC1012
Project Number(s): R1860 – R1868

THIS AGREEMENT made in quadruplicate as of the _ _ day of _ _,

B E T W E E N: **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**
as represented by the Minister of Energy and Infrastructure

and the

Minister of Health Promotion (referred to collectively herein as the "Ministry")

A N D: **CORPORATION OF THE TOWN OF PELHAM**

(referred to herein as the "Recipient")

WHEREAS the Ministry and the Recipient recognize that investments in public infrastructure are fundamental to the quality of life of Ontarians and necessary to ensure continued economic growth;

AND WHEREAS the purpose of the Recreational Infrastructure Canada Program in Ontario and Ontario Recreational Program (referred to collectively herein as "RInC/Ontario REC") is to rehabilitate and/or repair recreational facilities such as arenas, swimming pools and other recreational facilities;

AND WHEREAS RInC/Ontario REC is being administered by the Government of Ontario;

AND WHEREAS investments under RInC/Ontario REC focus on projects in communities to advance federal and provincial objectives of economic growth, and strong and prosperous communities;

AND WHEREAS RInC/Ontario REC supports projects that address local needs;

AND WHEREAS Recipients under RInC/Ontario REC may apply for funding for projects in the categories of arenas; gymnasias; swimming pools; sports fields; tennis, basketball, volleyball or other sport-specific courts; parks, fitness trails and bike paths; as well as other multi-purpose facilities that have physical recreation activity as the primary rationale (a "Project");

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution from Canada and Ontario to assist with the Project under RInC/Ontario REC;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Description of the Project(s)
- Schedule "C" - Eligible and Ineligible Costs
- Schedule "D" - Financial Assistance
- Schedule "E" - Federal Requirements
- Schedule "F" - Additional Provisions
- Schedule "G" - Communications Requirements
- Schedule "H" - Expenditure and Job Creation Report

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

"Adjust the Financial Assistance" means adjust or terminate the Financial Assistance for the Project or any other provincial program(s) or initiative(s) (either current or future), and/or require repayment for some or all of the Financial Assistance for the Project in an amount to be determined by the Ministry and within the period specified by the Ministry.

"Agreement" means this Contribution Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Allowable Financial Assistance" has the meaning given to it in Section 8.1 of Schedule "A".

"Budget" means the budget for a Project set out in Schedule "I".

"Business Day" means any day on which Ministry offices generally are open for business in the Province of Ontario.

"Communication Requirements" means the communication requirements set out in Schedule "G", or as directed by the Ministry from time to time.

"Consultant" means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

"Contract" means a contract between a Recipient and a third party at arm's length whereby the latter agrees to provide a product or service to the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a crown agency as defined in the *Crown Agency Act*, R.S.O. 1990, c. C.48, as amended.

"Eligible Costs" has the meaning given to it in Section 3.1 of Schedule "A" and Schedule "C".

"End of Financial Assistance Date" means March 31, 2011.

"Environmental Contaminant" means any hazardous or toxic substance or material including, without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes and flammable, explosive or improperly handled friable materials.

"Environmental Laws" means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural

Maximum Financial Assistance for each Project as shown in Schedule "D".

"**Ministry**" has the meaning given to it on the cover page of this Agreement.

"**Ontario Maximum Financial Assistance**" for each Project is shown in Schedule "D".

"**Other Funds**" means funds provided to a Project by the Recipient, including cash or debt and/or third party contributions to a Project, including but not limited to donations, gifts or grants as the Recipient may from time to time receive, as shown for each Project in Schedule "K".

"**Payment Certifier**" means a payment certifier as defined in subsection 1(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (Ontario).

"**Project**" means the project or projects as described in Schedule "B".

"**Project Construction Start Date**" for each Project is the date identified in Schedule "B".

"**Progress Report**" has the meaning given to it in Section 6.1 of Schedule "A".

"**Project Timeline**" for each Project is the timeline set out in Schedule "J".

"**Recipient**" has the meaning given to it on the first page of this Agreement.

"**RInC/Ontario REC**" has the meaning given to it on the cover page of this Agreement.

"**Solemn Declaration of Substantial Completion**" means the form set out in Schedule "N".

"**Substantially Completed**" has the same meaning and shall be determined in accordance with how the term "substantially performed" is determined in subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and "**Substantial Completion**" shall have a corresponding meaning.

"**Total Eligible Costs**" means the anticipated amount of Eligible Costs that the Recipient may incur for a Project pursuant to this Agreement, as shown for each Project in Schedule "D".

"**Total Other Funds**" for each Project is shown in Schedule "K".

- 1.2 **Herein, etc.** The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- 1.3 **Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 1.4 **Statutes.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
- 1.5 **Gender, singular, etc.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.
- 1.6 **Ministry Approvals.** Any reference to, or requirement for, the approval of the Ministry

Eligible Costs including, without limitation, invoices and receipts, for audit purposes, for seven (7) years after the Substantial Completion of a Project, or for such period as the Ministry may, in writing, direct, and such documentation must be made available to the Ministry upon request.

- 3.4 ***Ineligible Costs.*** Notwithstanding anything else contained herein, the costs set out in Part C.2 of Schedule "C" ("**Ineligible Costs**") are not eligible for Financial Assistance pursuant to this Agreement.
- 3.5 ***Deemed ineligible.*** The Recipient acknowledges that the Ministry's Fiscal Year ends on March 31 in each year, and that should a cost not be submitted by the Recipient for payment of Financial Assistance before March 31 of the year following the Fiscal Year in which it was incurred, such cost shall be deemed ineligible for Financial Assistance.
- 3.6 ***Clarification.*** The Recipient expressly acknowledges that the inclusion of an item in the Budget does not necessarily mean that such item is an Eligible Cost.

SECTION 4 FINANCIAL ASSISTANCE

- 4.1 ***Use of Financial Assistance.*** The Financial Assistance is intended for and shall be used by the Recipient only for Eligible Costs incurred by the Recipient related to a Project.
- 4.2 ***Basis of Payout of Financial Assistance.*** The Financial Assistance will be provided by the Ministry to the Recipient on the basis set out in Schedule "D".
- 4.3 ***Reporting.*** The Recipient is required to submit the Progress Report and Expenditure and Job Creation Report to the Ministry pursuant to Section 6 of Schedule "A" prior to the Ministry releasing any Financial Assistance, other than the Financial Assistance advanced as set out in Section 4.4.
- 4.4 ***Financial Assistance Advanced.*** The Ministry may provide to the Recipient 25% of the Financial Assistance expected to be paid to the Recipient in 2009-10 as set out in Schedule "D", prior to the Ministry receiving evidence that the Recipient has incurred the associated Eligible Costs (the "2009 advance payment(s)").

The Recipient is required to submit invoices demonstrating full use of the 2009 advanced payments with its Progress Reports to the Ministry. The Ministry will only make further payments of Financial Assistance in 2009-10 following the Recipient's submission of these invoices with its Progress Reports to the Ministry and showing the full use of the 2009 advance payment. If the Recipient is unable to provide invoices by March 31, 2010 demonstrating full use of the 2009 advanced payment, the Ministry may Adjust the Financial Assistance.

Provided that the Recipient has provided the invoices for the 2009 advance payment, if any, and is otherwise in compliance with this Agreement, the Ministry may provide to the Recipient 25% of the Financial Assistance expected to be paid to the Recipient in 2010-11 as set out in Schedule "D", prior to the Ministry receiving evidence that the Recipient has incurred the associated Eligible Costs (the "2010 advance payment(s)"). Subject to these requirements, the Ministry will pay the 2010 advance payment to the Recipient after the start of the 2010 Fiscal Year.

- 4.12 *Alternatives to Project.*** If the Recipient becomes aware of any means of completing either a Project's objective or a Project itself that are more cost effective, the Recipient shall immediately notify the Ministry, in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance. Likewise, if the Ministry becomes aware of any alternative means of completing either a Project's objective or a Project that are more cost effective, the Ministry will notify the Recipient and the Ministry may, in its sole and absolute discretion, Adjust the Financial Assistance.
- 4.13 *Transfer of Financial Assistance between Projects.*** The Recipient shall not transfer Financial Assistance for one Project to any other Project listed in Schedule "B".
- 4.14 *Goods and Services Tax.*** The Financial Assistance is based on the net amount of Goods and Services Tax to be paid by the Recipient pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, net of any applicable rebates. If and when the Harmonized Sales Tax is phased in within the Province of Ontario, the Financial Assistance will be based on the net amount of the Harmonized Sales Tax to be paid by the Recipient, net of any applicable rebates.
- 4.15 *Rebates, Credits and Refunds.*** The Financial Assistance is based on the net amount to be paid by the Recipient for the Project, net of any applicable rebates, credits or refunds.
- 4.16 *Withholding payment.*** The Ministry may, in its sole discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to a Project or is in default of compliance with any provisions of this Agreement or any applicable federal, provincial or municipal laws, and all rules, regulations, by-laws, notices, orders, approvals directives, protocols, policies and guidelines, including Environmental Laws.
- 4.17 *Repayment of Unused Financial Assistance upon Expiry of Agreement.*** Without limiting any rights the Ministry has under this Agreement, at law or in equity, the Ministry shall have the right to be repaid, in whole or in part, for Financial Assistance provided by the Ministry and unspent by the Recipient for a Project that has not been completed by the End of Financial Assistance Date.
- 4.18 *Limitation on Payment of Financial Assistance.*** Notwithstanding Section 4.4 of Schedule "A", the Ministry may choose not to advance any Financial Assistance to the Recipient until the Recipient provides the insurance certificate or other documents required under Section 9 of Schedule "A".
- 4.19 *Insufficient funds provided by the Legislature.*** If the Legislative Assembly of Ontario does not provide sufficient funds to continue the Financial Assistance for any Fiscal Year during which this Agreement is in effect, the Government of Ontario may terminate this Agreement in accordance with the terms specified in Section 15.5 of Schedule "A".

SECTION 5 PROJECT AWARD, MANAGEMENT AND COMPLETION

- 5.1 *Recipient fully responsible.*** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on work contributed by others, the Recipient shall be fully responsible for obtaining any

date is earlier, or such later date as the Ministry may specify in writing. Upon completion of the cost review, audits and settlement, the Ministry shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by the Ministry, any documentation further required for approval, cost review and audits.

5.9 Commencement of Project. Unless otherwise approved by the Ministry, the Recipient shall begin a Project within 60 days of the Project Construction Start Date, failing which the Ministry may declare an Event of Default and terminate this Agreement in accordance with Section 15 of Schedule "A"

5.10 Contracts. The Recipient shall ensure that all Contracts:

- a) are consistent and do not conflict with this Agreement;
- b) incorporate the relevant provisions of this Agreement to the fullest extent possible;
- c) be consistent with all policies and procedures the Government of Canada and/or the Government of Ontario may provide to the Recipient in relation to RInC/Ontario REC;
- d) are awarded and managed:
 - (i) in a way that is transparent, competitive and consistent with value for money principles; and
 - (ii) in accordance with all applicable policies and procedures the Government of Ontario may provide to the Recipient;
- e) require that the parties thereto comply with all applicable federal, provincial or municipal laws, and all rules, regulations, by-laws, notices, orders, approvals, directives, policies, protocols and guidelines; and
- g) authorize the Governments of Canada and Ontario to collect, use and distribute information and data gathered by parties, perform audits and monitor the Project as the Ministry sees fit.

SECTION 6 REPORTING REQUIREMENTS

6.1 Progress Report. The Recipient shall submit progress reports (a "**Progress Report**") for each Project to the Ministry on a monthly basis, or as requested by the Ministry and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. All Progress Reports shall be in a form satisfactory to the Ministry and shall include, if applicable:

- a) a detailed description of the progress of the Project to the date of the report;
- b) particulars of how the Communication Requirements have been implemented or applied, and copies of all communications and public information materials;
- c) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying the percentage of the Project completed;

- c) a Solemn Declaration of Substantial Completion, in the form set out in Schedule N; and
- d) a final Progress Report.

SECTION 7 RECORDS AND AUDIT

- 7.1 *Separate records.*** The Recipient shall maintain separate records and documentation for each Project and keep all records and documentation for seven (7) years after the final settlement of accounts referred to in Section 5.8 of Schedule "A". Upon request, the Recipient shall submit to the Ministry all records and documentation relating to the Project including, but not limited to, work authorizations, invoices, time sheets, payroll records, estimates and actual cost of the activities carried out pursuant to this Agreement, together with tenders and proposals, final measurements, payment certificates, change orders, correspondence, memoranda, contracts and amendments thereto which shall be maintained in accordance with Generally Accepted Accounting Principles.
- 7.2 *Provide records to the Ministry.*** The Recipient shall provide to the Ministry, upon request and at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses), all records and documentation (including invoices and certified statement of final costs) of the Recipient and its auditors, contractors, project managers and Consultants relating to the Project or any other project(s) of the Recipient under RInC/Ontario REC, or any other provincial program(s), for the purposes of cost reviews, audits and settlement, as may be required by the Ministry, of the Project or any other project(s) of the Recipient under RInC/Ontario REC, or any other provincial program(s). Such material shall be provided in a form and manner satisfactory to the Ministry.
- 7.3 *External auditor.*** The Ministry may require the assistance of an external auditor to carry out an audit of the material referred to in Sections 7.1 and 7.2 of Schedule "A". If so, the Recipient shall, upon request, retain an external auditor acceptable to the Ministry at the Recipient's sole expense. The Recipient shall ensure that any auditor who conducts an audit pursuant to this section of the Agreement or otherwise, provides a copy of the audit report to the Ministry for its consideration at the same time that the audit report is given to the Recipient.
- 7.4 *Information.*** The Recipient shall supply to the Ministry, upon request, such information in respect of the Project and its results including without limitation all Contracts and agreements related to the Project and all plans and specifications related to the Project, as the Ministry may require. The Government of Canada and the Government of Ontario, their respective agents and employees, including the Auditor General's Office, shall be allowed access to the Recipient's premises and staff and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) complete any other auditing or monitoring that may be reasonably required in relation to the Project.
- 7.5 *Information condition precedent for payment.*** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under RInC/Ontario REC, or any

- 8.4 Recovery of Financial Assistance.** Where Eligible Costs committed to a Project have not been incurred, the Ministry may withdraw any unspent Financial Assistance for that Project if it has not started construction on its Project Construction Start Date or if that Project has started construction but for which progress is not to the satisfaction of Ontario.

SECTION 9 INSURANCE AND BONDING

- 9.1 Insurance.** The Recipient represents and warrants that it has, and shall maintain in full force and effect for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence. The policy shall include the following:
- (i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (ii) a cross liability clause;
 - (iii) contractual liability coverage; and
 - (iv) a 30 day written notice of cancellation, termination or material change.
- 9.2 Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 9.1 of Schedule "A". Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.
- 9.3 Bonding.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained in full force and effect during the term of this Agreement:
- a) a performance bond in the amount of 100% of the contract price for any construction Contract related to the Project and which is for an amount greater than \$150,000.00 covering the performance of that construction Contract and the correction of any deficiencies; and
 - b) a labour and material payment bond in the amount of 50% of the contract price for any construction Contract related to the Project and which is for an amount greater than \$150,000.00 covering the payment for labour, material or both.
- 9.4 Alternatives, reduction or waiver.** Notwithstanding the requirements set out in Section 9.3, the Recipient may prepare and submit to the Ministry a written business case to obtain approval to put into effect and maintain an alternative form of security or to reduce or eliminate the bonds for construction Contracts of \$350,000.00 or less, and the Ministry, in its sole discretion, may accept an alternative form of security, reduce or waive the bonding requirements in whole or in part.

the Ministry may, in its sole and absolute discretion, deem the amount of revenue from that Project that is equal to the proportion of Financial Assistance to the total cost of the Facility to be an overpayment of Financial Assistance (the "deemed overpayment"). The Recipient shall pay the Ministry, upon request, the deemed overpayment.

- 11.5 **Facility Operation.** The Facility shall be used, maintained and operated by the Recipient for a period of at least one half of the expected useful life of the Facility as set out in Schedule "B", failing which the Government of Canada and/or the Ministry may require the Recipient to repay to the Government of Canada and the Ministry the whole or any part of the Financial Assistance paid to the Recipient for the Project.

SECTION 12 CONFLICT OF INTEREST AND CONFIDENTIALITY

- 12.1 **No conflict of interest.** The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Government of Ontario that is relevant to the Project or otherwise where the Ministry has not expressly authorized such use in writing. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in an organization that is carrying out work related to the Project.
- 12.2 **Disclose potential conflict of interest.** The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 12.3 **Freedom of Information and Protection of Privacy Act.** The Recipient acknowledges that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended binds the Ontario Government and that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

SECTION 13 COMMUNICATION AND RECOGNITION

- 13.1 **Licensed Marks.** The Recipient acknowledges that the Government of Ontario is, will be or may be the owner of certain distinguishing marks comprised of designs, trademarks and official marks which have come or will come to be associated with RInC/Ontario REC (all such current and future marks, being the "Licensed Marks").
- 13.2 **Acknowledgement in advertising and publicity.** The Recipient agrees to acknowledge the Financial Assistance of the Governments of Canada and Ontario being provided for the Project pursuant to this Agreement in all advertising and publicity relating to the Project and in any construction signs and in any temporary or permanent tributes to Project donors by adhering to the Communications Requirements set out in Schedule "G".
- 13.3 **Use of Licensed Marks.** In consideration of receiving the Financial Assistance, the

terms and conditions of this Agreement;

- f) where applicable, it has passed by-laws required to undertake the Project;
- g) it is now and will continue to be compliant with all Environmental Laws;
- h) it owns or has a long-term lease (inclusive of any renewals) for the lands on which the Facility is or will be located that expires no earlier than six (6) years following Project completion;
- i) provided that the Recipient is not a Local Government or a Crown Agency,
 - A. it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
 - B. is either a corporation, a partnership or a sole proprietorship validly in existence; and
 - C. is registered and qualified to do business wherever necessary to carry out the Project;
- j) it has the experience, financial health and ability to carry out this Project;
- k) if the Recipient is a Local Government or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- l) it will provide or arrange for funds totalling at least as much as the Other Funds to be used for the Project;
- m) all information provided during the RInC/Ontario REC application process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, Project, Budget, Project Timeline, Other Funds, and Total Other Funds are as set out herein and not as set out in the application material; and
- n) it will notify the Ministry of all Other Funds for each Project contained in Schedule "B" that may reduce the level of Financial Assistance the Recipient would be eligible to receive under this Agreement.

14.2 Governance. The Recipient covenants, represents and warrants that it has, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:

- a) establish the expected code of conduct and ethical responsibilities at all levels of the Recipient's organization;
- b) establish procedures to ensure the ongoing effective functioning of the Recipient;
- c) establish decision-making mechanisms;
- d) provide for the prudent and effective management of the Financial Assistance;
- e) establish procedures to enable the successful completion of the Project;

- j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents and volunteers has breached the requirements of Section 12 of Schedule "A"; or
- k) if the Recipient fails to begin a Project within sixty (60) days of the Project Construction Start Date identified in Schedule B, or such period as the Ministry may allow; or
- l) in the opinion of the Ministry, the Recipient has failed to proceed diligently with a Project or abandons a Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of the Ministry are beyond the control of the Recipient.

15.2 Waiver. The Ministry may, at any time, waive any Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from the Ministry.

15.3 Remedies on default. Notwithstanding any other rights which the Ministry may have under this Agreement, if an Event of Default has occurred, the Ministry shall have the following remedies provided only that in the case of an Event of Default which, in the opinion of the Ministry in its sole discretion, is curable, the Ministry has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within 30 days or such period of time as the Ministry may consent to in writing:

- a) the Ministry shall have no further obligation to provide any Financial Assistance for the Project;
- b) the Ministry may, at its option, terminate this Agreement immediately, or the Ministry may, in its sole discretion, Adjust the Financial Assistance. The total amount of Financial Assistance shall be immediately due and payable by the Recipient and bear interest at the then-current interest rate charged by the Ministry on accounts receivable; and
 - a. the Ministry may avail itself of any of its legal remedies that it may deem appropriate.

15.4 Additional remedies. In addition to the remedies described in Section 15.3 above, the Ministry may commence such legal action or proceedings as it, in its sole discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.

15.5 Termination without cause. Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of thirty (30) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance, shall only be

unenforceable provisions shall be deemed to be severable.

- 17.5 **No waiver.** The failure by the Ministry to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Ministry's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 17.6 **Division of Agreement.** The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7 **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 17.8 **Survival.** All of the provisions of this Agreement that expressly or by their nature survive the expiry or any termination of this Agreement (including the provisions of subsections 4.1, 4.5, 4.6, 4.7, 4.8 (Financial Assistance), subsections 5.1, 5.2, 5.3 (Project Award, Management and Completion) Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment), Section 10 (Indemnity), Section 11 (Disposition and Operation of Facility), Section 12 (Conflict of Interest and Confidentiality), Section 13 (Communications and Recognition), Section 14 (Covenants, Representations and Warranties), Section 15 (Default, Enforcement and Termination), and Section 17 (Miscellaneous) of Schedule "A"; Schedule "E"; Schedule "B" (Useful Life of Facility); and Schedule "G" (the Recipient's obligation to maintain a permanent plaque in cases where it is necessary to install a permanent plaque) shall continue subsequent to and despite such termination or expiry, until they are satisfied or by their nature expire.
- 17.9 **No assignment.** This Agreement shall not be assigned by the Recipient. The Ministry may assign this Agreement on written notice to the Recipient.
- 17.10 **No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Ministry and the Recipient.
- 17.11 **Interest.** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Ministry on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.
- 17.12 **Ministry and Recipient independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Ministry for any purpose whatsoever.
- 17.13 **Recipient cannot represent the Governments of Canada or Ontario.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Governments of Canada and/or Ontario. The Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Governments of Canada and/or

SCHEDULE "B"
DESCRIPTION OF THE PROJECT(S)

| PROJECT NUMBER | PROJECT TITLE | PROJECT CONSTRUCTION START DATE | ABORIGINAL CONSULTATION SCHEDULE L | Useful Life of Facility (years) |
|---------------------------|---|--|---|--|
| R1860 | Replacement of Playground Equipment at Harold Black Park | 2010-05-14 | L.1 | 12 |

PROJECT DESCRIPTION

The Town of Pelham is committed to creating safe, fun playgrounds for our young residents to enjoy. The existing 22 year old playground will be replaced with new equipment and flooring to accommodate children aged 18 months to 12 years old. The playgrounds will incorporate stairways, climbers, platforms, protective barriers and guardrails for a safe and playful environment.

| PROJECT NUMBER | PROJECT TITLE | PROJECT CONSTRUCTION START DATE | ABORIGINAL CONSULTATION SCHEDULE L | Useful Life of Facility (years) |
|---------------------------|---|--|---|--|
| R1861 | Replacement of Playground Equipment at Cherry Ridge Park | 2010-05-14 | L.1 | 12 |

PROJECT DESCRIPTION

The Town of Pelham is committed to creating safe, fun playgrounds for our young residents to enjoy. The existing playground will be enhanced with new equipment and flooring to accommodate children aged 18 months to 5 years old. The playgrounds will incorporate stairways, climbers, platforms, protective barriers and guardrails for a safe and playful environment.

| PROJECT NUMBER | PROJECT TITLE | PROJECT CONSTRUCTION START DATE | ABORIGINAL CONSULTATION SCHEDULE L | Useful Life of Facility (years) |
|----------------|--|---------------------------------|------------------------------------|---------------------------------|
| R1864 | Replacement of Playground Equipment at Marlene Stewart Streit Park | 2010-05-14 | L.1 | 12 |

PROJECT DESCRIPTION

The Town of Pelham is committed to creating safe, fun playgrounds for our young residents to enjoy. The existing 18 year old playground will be replaced with new equipment and flooring to accommodate children aged 18 months to 12 years old. The playgrounds will incorporate stairways, climbers, platforms, protective barriers and guardrails for a safe and playful environment.

| PROJECT NUMBER | PROJECT TITLE | PROJECT CONSTRUCTION START DATE | ABORIGINAL CONSULTATION SCHEDULE L | Useful Life of Facility (years) |
|----------------|--|---------------------------------|------------------------------------|---------------------------------|
| R1865 | Replacement of Playground Equipment at Pelham Corners Park | 2010-05-14 | L.1 | 12 |

PROJECT DESCRIPTION

The Town of Pelham is committed to creating safe, fun playgrounds for our young residents to enjoy. The existing 18 year old playground will be replaced with new equipment and flooring to accommodate children aged 18 months to 12 years old. The playgrounds will incorporate stairways, climbers, platforms, protective barriers and guardrails for a safe and playful environment.

| PROJECT NUMBER | PROJECT TITLE | PROJECT CONSTRUCTION START DATE | ABORIGINAL CONSULTATION SCHEDULE L | Useful Life of Facility (years) |
|-------------------|---|------------------------------------|--|---------------------------------------|
| R1868 | Replacement of Playground Equipment at Centennial Park | 2010-05-14 | L.1 | 12 |

PROJECT DESCRIPTION

The Town of Pelham is committed to creating safe, fun playgrounds for our young residents to enjoy. The existing 18 year old playground will be replaced with new equipment and flooring to accommodate children aged 18 months to 12 years old. The playgrounds will incorporate stairways, climbers, platforms, protective barriers and guardrails for a safe and playful environment.

- c) employees or equipment are employed directly in respect of the work that would have been the subject of the Contract; and
- d) approved in advance and in writing by the Ministry.

C.2.1 INELIGIBLE COSTS

The following costs are ineligible for Financial Assistance:

- a) costs incurred before June 26, 2009 and after March 31, 2011;
- b) movable equipment;
- c) services or works that, in the opinion of the Ministry, are normally provided by the Recipient or a related party;
- d) salaries and other employment benefits of any employees of the Recipient except as indicated in section C.1.2;
- e) the Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- f) costs of feasibility and planning studies;
- g) taxes for which the Recipient is eligible for a tax rebate, credit or refund and all other costs eligible for rebates, credits or refunds;
- h) costs of land acquisition, leasing land, buildings, equipment and other facilities, real estate fees and related costs;
- i) financing charges, legal fees and loan interest payments (including those related to easements (e.g. surveys));
- j) the value of any goods and services which are received through donations or in kind;
- k) routine repair and maintenance costs; and
- l) the costs described in Schedule "G" as Ineligible Costs.

RInC/Ontario REC Contribution Agreement for Infrastructure Projects

| | | | | | | | |
|-------|-----------|----------|----------|----------|----------|-----------|----------|
| R1867 | \$107,526 | \$18,010 | \$53,674 | \$35,842 | \$35,842 | \$71,684 | \$35,842 |
| R1868 | \$164,451 | \$27,545 | \$82,089 | \$54,817 | \$54,817 | \$109,634 | \$54,817 |

Subject to Section 4.4 of Schedule "A", the Ministry will provide Financial Assistance to the Recipient for each project described above following receipt and approval of a Progress Report specific to each project as submitted on a monthly basis by the Recipient to the Ministry.

The amount payable by the Ministry to the Recipient will be based on the invoice summary and attached invoices as submitted with each Progress Report and will be equal to the proportion of Maximum Financial Assistance to the Total Eligible Cost.

The Ministry will pay up to 90% of the Maximum Financial Assistance per project prior to the receipt from the Recipient of the Final Report specific to that project. The Ministry will retain 10% of the Maximum Financial Assistance per project pending receipt of the Final Report specific to that project, regardless of Eligible Costs incurred by the Recipient prior to its completion of the Final Report specific to that project. The Ministry will pay the retained 10% of the Maximum Financial Assistance specific to that project upon acceptance of the Recipient's Final Report for that project and receipt of a Solemn Declaration of Substantial Completion for a specific Project. Each such Final Report must contain the information required in the Final Report as set out in Section 6.3 of Schedule "A". The Ministry is not obligated to pay interest on the 10% retained or any other payments under this Agreement.

distinguishing marks comprised of designs, trademarks and official marks in relation to RInC/Ontario REC (the "Federal Licensed Marks") and the Recipient is subject to the requirements of Section 13 (Communication and Recognition) of this Agreement, with appropriate changes, in relation to the Federal Licensed Marks.

6. No member of the House of Commons or of the Senate of Canada 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.
7. Notwithstanding any provisions of this Agreement, all obligations of the Federal Government incurred by virtue of this Agreement shall be subject to the *Financial Administration Act*, R.S.C. 1985, c. F-11, as amended.
8. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, S.C. 1992, c. 37, as amended, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental Assessment Act" and any Project-specific environmental mitigation measures as communicated to the Recipient by the Federal Government.
9. The Recipient acknowledges and agrees that the Federal Government may, in its sole discretion, exercise the Ministry's right to monitor the Project, perform audits and/or gather data pursuant to the terms and conditions of this Agreement.
10. The Recipient shall, in all public communications (including but not limited to Web sites, publications, news releases, presentations, annual reports, on-site signage) acknowledge the financial contribution of the Governments of Canada and Ontario. The Recipient shall consent to a form of acknowledgement which has been approved by the Minister or his/her representatives, and which may include text in both official languages, an official government symbol and/or other graphic elements. The Recipient also consents to limit the acknowledgement to applications agreed upon by the Minister or his/her representatives and to terminate the acknowledgement upon the request by the Minister or his/her representatives.
11. The Recipient warrants that:
 - a) it has not, nor has any person on its behalf, paid or provided or agree to pay or provide, to any person, 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 any Public Office Holder as defined in the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.), as amended;
 - b) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person, 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 Public Office Holder;
 - c) any person who, for consideration, directly or indirectly, communicated with or arranged a meeting with any Public Office Holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all

SCHEDULE "F"
ADDITIONAL PROVISIONS

R1860

Replacement of Playground Equipment at Harold Black Park

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A", notice can be given at the following addresses:

(a) If to the Ministry:

Alan Koehler
Ministry of Tourism Central Region
700 Bay Street, 15th Floor
Toronto, ON
M5G 1Z6

Phone : (416) 326-3344
Fax : (416) 314-1382
E-mail : Alan.Koehler@ontario.ca

Attention: Alan Koehler, Program Consultant

(b) If to the Recipient:

Town of Pelham
PO Box 400, 20 Pelham Town Square
Fonthill
L0S 1E0

Phone : 905-892-2607 ext 314
E-mail : kwalsh@pelham.ca

Attention: Kelly Walsh, Director of Community and Infrastructure Services

2. Other provisions: nil

3. Other Reporting Requirements: nil

SCHEDULE "F"
ADDITIONAL PROVISIONS

R1862

Replacement of Playground Equipment at Hurleston Park

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A", notice can be given at the following addresses:

(a) If to the Ministry:

Alan Koehler
Ministry of Tourism Central Region
700 Bay Street, 15th Floor
Toronto, ON
M5G 1Z6

Phone : (416) 326-3344
Fax : (416) 314-1382
E-mail : Alan.Koehler@ontario.ca

Attention: Alan Koehler, Program Consultant

(b) If to the Recipient:

Town of Pelham
PO Box 400, 20 Pelham Town Square
Fonthill
L0S 1E0

Phone : 905-892-2607 ext 314
E-mail : kwalsh@pelham.ca

Attention: Kelly Walsh, Director of Community and Infrastructure Services

2. Other provisions: nil

3. Other Reporting Requirements: nil

SCHEDULE "F"
ADDITIONAL PROVISIONS

R1864

Replacement of Playground Equipment at Marlene Stewart Streit Park

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A", notice can be given at the following addresses:

(a) If to the Ministry:

Alan Koehler
Ministry of Tourism Central Region
700 Bay Street, 15th Floor
Toronto, ON
M5G 1Z6

Phone : (416) 326-3344
Fax : (416) 314-1382
E-mail : Alan.Koehler@ontario.ca

Attention: Alan Koehler, Program Consultant

(b) If to the Recipient:

Town of Pelham
PO Box 400, 20 Pelham Town Square
Fonthill
L0S 1E0

Phone : 905-892-2607 ext 314
E-mail : kwalsh@pelham.ca

Attention: Kelly Walsh, Director of Community and Infrastructure Services

2. Other provisions: nil

3. Other Reporting Requirements: nil

SCHEDULE "F"
ADDITIONAL PROVISIONS

R1866

Replacement of Playground Equipment at Woodstream Park

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A", notice can be given at the following addresses:

(a) If to the Ministry:

Alan Koehler
Ministry of Tourism Central Region
700 Bay Street, 15th Floor
Toronto, ON
M5G 1Z6

Phone : (416) 326-3344
Fax : (416) 314-1382
E-mail : Alan.Koehler@ontario.ca

Attention: Alan Koehler, Program Consultant

(b) If to the Recipient:

Town of Pelham
PO Box 400, 20 Pelham Town Square
Fonthill
L0S 1E0

Phone : 905-892-2607 ext 314
E-mail : kwalsh@pelham.ca

Attention: Kelly Walsh, Director of Community and Infrastructure Services

2. Other provisions: nil

3. Other Reporting Requirements: nil

SCHEDULE "F"
ADDITIONAL PROVISIONS

R1868

Replacement of Playground Equipment at Centennial Park

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A", notice can be given at the following addresses:

(a) If to the Ministry:

Alan Koehler
Ministry of Tourism Central Region
700 Bay Street, 15th Floor
Toronto, ON
M5G 1Z6

Phone : (416) 326-3344
Fax : (416) 314-1382
E-mail : Alan.Koehler@ontario.ca

Attention: Alan Koehler, Program Consultant

(b) If to the Recipient:

Town of Pelham
PO Box 400, 20 Pelham Town Square
Fonthill
L0S 1E0

Phone : 905-892-2607 ext 314
E-mail : kwalsh@pelham.ca

Attention: Kelly Walsh, Director of Community and Infrastructure Services

2. Other provisions: nil

3. Other Reporting Requirements: nil

also invite local interested parties, such as contractors, architects, labour groups, and community leaders as early as possible, and in consultation with the Governments of Canada and Ontario, prior to the event.

All written communications (invitations, public service announcements, posters, news releases, etc.) must indicate that the Project received Financial Assistance from the Governments of Canada and Ontario under RInC/Ontario REC. The Governments of Canada and Ontario will assist the Recipient in coordinating the attendance of federal and provincial representatives, as well as developing an agenda, news release, etc. All parties will approve and receive final copies.

Federal, provincial and municipal flags (where applicable) should also be on display at all RInC/Ontario REC events.

The Table of Precedence for Canada, as established by Canadian Heritage (<http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm>), or some other mutually acceptable protocol should be respected.

Signage

The Recipient agrees to install Project signage to communicate the nature of the Project and the involvement of the Governments of Canada and Ontario and the Recipient, in accordance with federal and provincial signage guidelines available on the RInC/Ontario REC website at www.rinc-on.ca

Eligible Costs

The Recipient will pay the costs of preparing and delivering communications activities and products, including the organization of special events and the production of signage. These costs are deemed to be Eligible Costs under the Agreement as specified below.

For the purposes of events, Eligible Costs include the following:

- Printing and mailing invitations
- Light refreshments, such as coffee, tea, juice, donuts, muffins, snacks
- Draping for plaque unveiling
- Project material for display and/or media kit
- Signage
- Rentals such as:
 - flagpoles
 - stage
 - chairs
 - podium
 - PA system

The cost of certain items such as alcoholic beverages, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are Ineligible Costs.

SCHEDULE "H"
EXPENDITURE AND JOB CREATION REPORT



Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)

EXPENDITURE AND JOB CREATION REPORT

| | |
|------------------------|--|
| Project Title: | Replacement of Playground Equipment at Harold Black Park |
| Project Number: | R1860 |

Expenditure Forecast Table

| Quarter | (April - June) Q1 | (July - Sept.) Q2 | (Oct. - Dec.) Q3 | (Jan. - March) Q4 |
|---------|----------------------|----------------------|---------------------|----------------------|
| 2009/10 | | | | |
| 2010/11 | | | | |

Jobs Created / Sustained Table

| | |
|--|---|
| | Average Number of Temporary Jobs |
| Previous Quarter (show date ranges) | |
| Current Quarter (show date ranges) | |

| | |
|----------------------|--|
| Prepared By: | |
| Phone Number: | |
| Report Date: | |

SCHEDULE "H"
EXPENDITURE AND JOB CREATION REPORT



**Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)**

EXPENDITURE AND JOB CREATION REPORT

| | |
|------------------------|--|
| Project Title: | Replacement of Playground Equipment at Hurlston Park |
| Project Number: | R1862 |

Expenditure Forecast Table

| Quarter | (April - June) Q1 | (July - Sept.) Q2 | (Oct. - Dec.) Q3 | (Jan. - March) Q4 |
|---------|----------------------|----------------------|---------------------|----------------------|
| 2009/10 | | | | |
| 2010/11 | | | | |

Jobs Created / Sustained Table

| | |
|--|---|
| | Average Number of Temporary Jobs |
| Previous Quarter (show date ranges) | |
| Current Quarter (show date ranges) | |

| | |
|----------------------|--|
| Prepared By: | |
| Phone Number: | |
| Report Date: | |

SCHEDULE "H"
EXPENDITURE AND JOB CREATION REPORT



**Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)**

EXPENDITURE AND JOB CREATION REPORT

| | |
|------------------------|---|
| Project Title: | Replacement of Playground Equipment at Marlene Stewart Streit Park |
| Project Number: | R1864 |

Expenditure Forecast Table

| Quarter | (April - June) Q1 | (July - Sept.) Q2 | (Oct. - Dec.) Q3 | (Jan. - March) Q4 |
|---------|----------------------|----------------------|---------------------|----------------------|
| 2009/10 | | | | |
| 2010/11 | | | | |

Jobs Created / Sustained Table

| | |
|--|---|
| | Average Number of Temporary Jobs |
| Previous Quarter (show date ranges) | |
| Current Quarter (show date ranges) | |

| | |
|----------------------|--|
| Prepared By: | |
| Phone Number: | |
| Report Date: | |

SCHEDULE "H"
EXPENDITURE AND JOB CREATION REPORT



**Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)**

EXPENDITURE AND JOB CREATION REPORT

| | |
|------------------------|--|
| Project Title: | Replacement of Playground Equipment at Woodstream Park |
| Project Number: | R1866 |

Expenditure Forecast Table

| Quarter | (April - June) Q1 | (July - Sept.) Q2 | (Oct. - Dec.) Q3 | (Jan. - March) Q4 |
|---------|----------------------|----------------------|---------------------|----------------------|
| 2009/10 | | | | |
| 2010/11 | | | | |

Jobs Created / Sustained Table

| | |
|--|---|
| | Average Number of Temporary Jobs |
| Previous Quarter (show date ranges) | |
| Current Quarter (show date ranges) | |

| | |
|----------------------|--|
| Prepared By: | |
| Phone Number: | |
| Report Date: | |

SCHEDULE "H"
EXPENDITURE AND JOB CREATION REPORT



Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)

EXPENDITURE AND JOB CREATION REPORT

| | |
|------------------------|--|
| Project Title: | Replacement of Playground Equipment at Centennial Park |
| Project Number: | R1868 |

Expenditure Forecast Table

| Quarter | (April - June) Q1 | (July - Sept.) Q2 | (Oct. - Dec.) Q3 | (Jan. - March) Q4 |
|---------|----------------------|----------------------|---------------------|----------------------|
| 2009/10 | | | | |
| 2010/11 | | | | |

Jobs Created / Sustained Table

| | |
|--|---|
| | Average Number of Temporary Jobs |
| Previous Quarter (show date ranges) | |
| Current Quarter (show date ranges) | |

| | |
|----------------------|--|
| Prepared By: | |
| Phone Number: | |
| Report Date: | |

SCHEDULE "I" BUDGET

R1861

Replacement of Playground Equipment at Cherry Ridge Park

| # | Eligible Costs | \$ |
|----|--|-----------|
| 1 | Design & Engineering Costs | \$10,400 |
| 2 | Construction Costs | \$80,000 |
| 3 | Project Management Costs | \$1,600 |
| 4 | Other Eligible Costs (Show details below.) | \$0 |
| 5 | | \$ |
| 6 | | \$ |
| 7 | | \$ |
| 8 | | \$ |
| 9 | Contingency Allowance (Maximum 10% of Eligible Costs) | \$9,200 |
| 10 | Subtotal - Eligible Project Costs (Sum of Lines 1 through 9) | \$101,200 |
| # | Other Costs (Show details below) | \$ |
| 11 | | \$ |
| 12 | | \$ |
| 13 | | \$ |
| 14 | | \$ |
| 15 | | \$ |
| 16 | Subtotal - Other Costs (Sum of Lines 11 through 15) | \$ |
| 17 | Total Project Costs (Lines 10 + 16) | \$101,200 |

| # | Financial Assistance | % of Eligible Costs | \$ |
|----|---|---------------------|----------|
| 18 | Ontario - Maximum Financial Assistance | 0.33 | \$33,733 |
| 19 | Canada - Maximum Financial Assistance | 0.33 | \$33,733 |
| 20 | Ontario & Canada - Maximum Financial Assistance (18 + 19) | 0.67 | \$67,466 |

| # | Proposed Cash Flows | 2009-10 | 2010-11 | Total \$ |
|----|--------------------------------|----------|----------|-----------|
| 21 | Eligible Costs (Line 10) | \$25,300 | \$75,900 | \$101,200 |
| 22 | Total Costs (Line 17) | \$25,300 | \$75,900 | \$101,200 |
| 23 | Financial Assistance (Line 20) | \$16,951 | \$50,515 | \$67,466 |

SCHEDULE "I" **BUDGET**

R1863

Replacement of Playground Equipment at North Pelham Park

| # | Eligible Costs | \$ |
|----|--|----------|
| 1 | Design & Engineering Costs | \$5,200 |
| 2 | Construction Costs | \$40,000 |
| 3 | Project Management Costs | \$800 |
| 4 | Other Eligible Costs (Show details below.) | \$0 |
| 5 | | \$ |
| 6 | | \$ |
| 7 | | \$ |
| 8 | | \$ |
| 9 | Contingency Allowance (Maximum 10% of Eligible Costs) | \$4,600 |
| 10 | Subtotal - Eligible Project Costs (Sum of Lines 1 through 9) | \$50,600 |
| # | Other Costs (Show details below) | \$ |
| 11 | | \$ |
| 12 | | \$ |
| 13 | | \$ |
| 14 | | \$ |
| 15 | | \$ |
| 16 | Subtotal – Other Costs (Sum of Lines 11 through 15) | \$ |
| 17 | Total Project Costs (Lines 10 + 16) | \$50,600 |

| # | Financial Assistance | % of Eligible Costs | \$ |
|----|---|---------------------|----------|
| 18 | Ontario – Maximum Financial Assistance | 0.33 | \$16,867 |
| 19 | Canada – Maximum Financial Assistance | 0.33 | \$16,867 |
| 20 | Ontario & Canada – Maximum Financial Assistance (18 + 19) | 0.67 | \$33,734 |

| # | Proposed Cash Flows | 2009-10 | 2010-11 | Total \$ |
|----|--------------------------------|----------|----------|----------|
| 21 | Eligible Costs (Line 10) | \$12,650 | \$37,950 | \$50,600 |
| 22 | Total Costs (Line 17) | \$12,650 | \$37,950 | \$50,600 |
| 23 | Financial Assistance (Line 20) | \$8,475 | \$25,259 | \$33,734 |

SCHEDULE "I"
BUDGET

R1865

Replacement of Playground Equipment at Pelham Corners Park

| # | Eligible Costs | \$ |
|----|--|-----------|
| 1 | Design & Engineering Costs | \$11,050 |
| 2 | Construction Costs | \$85,000 |
| 3 | Project Management Costs | \$1,700 |
| 4 | Other Eligible Costs (Show details below.) | \$0 |
| 5 | | \$ |
| 6 | | \$ |
| 7 | | \$ |
| 8 | | \$ |
| 9 | Contingency Allowance (Maximum 10% of Eligible Costs) | \$9,755 |
| 10 | Subtotal - Eligible Project Costs (Sum of Lines 1 through 9) | \$107,505 |
| | | |
| # | Other Costs (Show details below) | \$ |
| 11 | | \$ |
| 12 | | \$ |
| 13 | | \$ |
| 14 | | \$ |
| 15 | | \$ |
| 16 | Subtotal – Other Costs (Sum of Lines 11 through 15) | \$ |
| | | |
| 17 | Total Project Costs (Lines 10 + 16) | \$107,505 |

| # | Financial Assistance | % of Eligible Costs | \$ |
|----|---|---------------------|----------|
| 18 | Ontario – Maximum Financial Assistance | 0.33 | \$35,842 |
| 19 | Canada – Maximum Financial Assistance | 0.33 | \$35,842 |
| 20 | Ontario & Canada – Maximum Financial Assistance (18 + 19) | 0.67 | \$71,684 |

| # | Proposed Cash Flows | 2009-10 | 2010-11 | Total \$ |
|----|--------------------------------|----------|----------|-----------|
| 21 | Eligible Costs (Line 10) | \$26,881 | \$80,644 | \$107,505 |
| 22 | Total Costs (Line 17) | \$26,881 | \$80,644 | \$107,505 |
| 23 | Financial Assistance (Line 20) | \$18,010 | \$53,674 | \$71,684 |

SCHEDULE "I"
BUDGET

R1867

Replacement of Playground Equipment at Rolling Meadows Park

| # | Eligible Costs | \$ |
|----|--|-----------|
| 1 | Design & Engineering Costs | \$11,050 |
| 2 | Construction Costs | \$85,000 |
| 3 | Project Management Costs | \$1,700 |
| 4 | Other Eligible Costs (Show details below.) | \$0 |
| 5 | | \$ |
| 6 | | \$ |
| 7 | | \$ |
| 8 | | \$ |
| 9 | Contingency Allowance (Maximum 10% of Eligible Costs) | \$9,755 |
| 10 | Subtotal - Eligible Project Costs (Sum of Lines 1 through 9) | \$107,505 |
| # | Other Costs (Show details below) | \$ |
| 11 | | \$ |
| 12 | | \$ |
| 13 | | \$ |
| 14 | | \$ |
| 15 | | \$ |
| 16 | Subtotal - Other Costs (Sum of Lines 11 through 15) | \$ |
| 17 | Total Project Costs (Lines 10 + 16) | \$107,505 |

| # | Financial Assistance | % of Eligible Costs | \$ |
|----|---|---------------------|----------|
| 18 | Ontario - Maximum Financial Assistance | 0.33 | \$35,842 |
| 19 | Canada - Maximum Financial Assistance | 0.33 | \$35,842 |
| 20 | Ontario & Canada - Maximum Financial Assistance (18 + 19) | 0.67 | \$71,684 |

| # | Proposed Cash Flows | 2009-10 | 2010-11 | Total \$ |
|----|--------------------------------|----------|-------------|-----------|
| 21 | Eligible Costs (Line 10) | \$26,881 | \$80,644 | \$107,505 |
| 22 | Total Costs (Line 17) | \$26,881 | \$80,643.75 | \$107,505 |
| 23 | Financial Assistance (Line 20) | \$18,010 | \$53,674 | \$71,684 |

SCHEDULE "J"
PROJECT TIMELINE

R1860

Replacement of Playground Equipment at Harold Black Park

Project Construction Start Date: 2010-05-14

Anticipated Project End Date: 2010-08-11

| | PROJECT MILESTONES & ACTIVITIES | TIMELINES |
|----|--|------------------|
| 1. | Issue Request for Proposal for playground equipment | December 1, 2009 |
| 2. | Issue Request for Proposal for playground civil works | January 25, 2010 |
| 3. | Begin Construction | May 14, 2010 |
| 4. | Construction complete | August 11, 2010 |
| 5. | | |

SCHEDULE "J"
PROJECT TIMELINE

R1862

Replacement of Playground Equipment at Hurleston Park

Project Construction Start Date: 2010-05-14

Anticipated Project End Date: 2010-08-11

| | PROJECT MILESTONES & ACTIVITIES | TIMELINES |
|----|--|------------------|
| 1. | Issue RFP for playground equipment | December 1, 2009 |
| 2. | Issue RFP for playground civil works | January 25, 2010 |
| 3. | Begin Construction | May 14, 2010 |
| 4. | Construction complete | August 11, 2010 |
| 5. | | |

SCHEDULE "J"
PROJECT TIMELINE

R1864

Replacement of Playground Equipment at Marlene Stewart Streit Park

Project Construction Start Date: 2010-05-14

Anticipated Project End Date: 2010-08-11

| | PROJECT MILESTONES & ACTIVITIES | TIMELINES |
|----|--------------------------------------|------------------|
| 1. | Issue RFP for playground equipment | December 1, 2009 |
| 2. | Issue RFP for playground civil works | January 25, 2010 |
| 3. | Begin construction | May 14, 2010 |
| 4. | Construction complete | August 11, 2010 |
| 5. | | |

SCHEDULE "J"
PROJECT TIMELINE

R1866

Replacement of Playground Equipment at Woodstream Park

Project Construction Start Date: 2009-05-14

Anticipated Project End Date: 2010-08-11

| | PROJECT MILESTONES & ACTIVITIES | TIMELINES |
|----|--|------------------|
| 1. | Issue RFP for playground equipment | December 1, 2009 |
| 2. | Issue RFP for playground civil works | January 25, 2010 |
| 3. | Begin construction | May 14, 2010 |
| 4. | Construction complete | August 11, 2010 |
| 5. | | |

SCHEDULE "J"
PROJECT TIMELINE

R1868

Replacement of Playground Equipment at Centennial Park

Project Construction Start Date: 2010-05-14

Anticipated Project End Date: 2010-08-11

| | PROJECT MILESTONES & ACTIVITIES | TIMELINES |
|----|--------------------------------------|------------------|
| 1. | Issue RFP for playground equipment | December 1, 2009 |
| 2. | Issue RFP for playground civil works | January 25, 2010 |
| 3. | Begin construction | May 14, 2010 |
| 4. | Construction complete | August 11, 2010 |
| 5. | | |

SCHEDULE "K"
OTHER FUNDING

R1861

Replacement of Playground Equipment at Cherry Ridge Park

The Other Funds are as follows (to be completed for each Project listed in Schedule "B"):

| Source | Amount Committed (\$) | Amount Anticipated (\$) | Total (\$) |
|------------------------------------|-----------------------------|-------------------------------|-----------------|
| Parks & Recreation Reserve Fund | \$33,733 | \$ | \$33,733 |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| Total Other Funds → | | | \$33,733 |

SCHEDULE "K"
OTHER FUNDING

R1863

Replacement of Playground Equipment at North Pelham Park

The Other Funds are as follows (to be completed for each Project listed in Schedule "B"):

| Source | Amount Committed (\$) | Amount Anticipated (\$) | Total (\$) |
|------------------------------------|-----------------------------|-------------------------------|---------------|
| Parks & Recreation Reserve Fund | \$16,867 | \$ | \$16,867 |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| Total Other Funds → | | | \$16,867 |

SCHEDULE "K"
OTHER FUNDING

R1865

Replacement of Playground Equipment at Pelham Corners Park

The Other Funds are as follows (to be completed for each Project listed in Schedule "B"):

| Source | Amount Committed (\$) | Amount Anticipated (\$) | Total (\$) |
|------------------------------------|-----------------------------|-------------------------------|-----------------|
| Parks & Recreation Reserve Fund | \$35,842 | \$ | \$35,842 |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| Total Other Funds → | | | \$35,842 |

SCHEDULE "K"
OTHER FUNDING

R1867

Replacement of Playground Equipment at Rolling Meadows Park

The Other Funds are as follows (to be completed for each Project listed in Schedule "B"):

| Source | Amount Committed (\$) | Amount Anticipated (\$) | Total (\$) |
|------------------------------------|--------------------------------------|--|-----------------------|
| Parks & Recreation Reserve Fund | \$35,842 | \$ | \$35,842 |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| Total Other Funds → | | | \$35,842 |

SCHEDULE "L.1" ABORIGINAL CONSULTATION PROTOCOL

1.0 Definitions

For the purposes of this Schedule "L.1", "**Aboriginal Communities**" includes the Indian, Inuit and the Métis peoples of Canada or any other group that has legally been recognized as holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

2.0 Responsibilities of the Recipient

2.1 The Recipient shall immediately notify the Ministry:

- (i) of contact by any Aboriginal communities regarding the Project; or
- (ii) if any Aboriginal archaeological resources are discovered in the course of the Project,

and in either case, the Ministry may direct the Recipient to take such actions, including without limitation suspension of the Project, as the Ministry may require. The Recipient shall comply with the Ministry's direction.

2.2 The Recipient shall provide in any contracts with third parties for the Recipient's right and ability to respond to direction from the Ministry as the Ministry may provide in accordance with section 2.1.

out the procedural aspects of consultation delegated to it by the Ministry pursuant to this Agreement.

3.2 The Recipient is responsible for:

- (i) giving notice to the Aboriginal Communities regarding the Project, if such notice has not already been given by the Recipient or the Ministry;
- (ii) informing the Aboriginal Communities about the Project and providing to the Aboriginal Communities a full description of the Project unless such description has been previously provided to them;
- (iii) following up with the Aboriginal Communities in an appropriate manner to ensure that Aboriginal Communities are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Community;
- (iv) informing the Aboriginal Communities of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (v) maintaining the Aboriginal Communities on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Communities all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (vi) making all reasonable efforts to build a positive relationship with the Aboriginal Communities in relation to the Project;
- (vii) providing the Aboriginal Communities with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Communities to discuss the Project;
- (viii) if appropriate, providing reasonable financial assistance to Aboriginal Communities to permit effective participation in consultation processes for the Project;
- (x) considering comments provided by the Aboriginal Communities regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Community, or on other interests, or any other concerns or issues regarding the Project;
- (xi) answering any questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Communities, notifying the Ministry of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Communities and any responses the Recipient has provided;

to consultation with Aboriginal Communities, as may be requested by the Ministry; and

- (viii) if applicable, advise the Ministry if the Recipient and an Aboriginal Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

3.5 The Recipient shall, upon request lend assistance to the Ministry by filing records and other appropriate evidence of the activities undertaken both by the Ministry and by the Recipient in consulting with Aboriginal Communities in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Ministry and by the Recipient, to the relevant regulatory or judicial decision-makers.

4.0 No Implicit Acknowledgement

4.1 Nothing in this Agreement shall be construed as an admission, acknowledgment, agreement or concession by the Ministry or the Recipient, that a S. 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any S. 35 Duty, nor that a particular aspect of consultation referred to in Section 3.1 hereof is an aspect of the S. 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

5.0 General

5.1 This Agreement shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the S. 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Ministry is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Communities so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Communities, the Recipient, the Ministry, and provincial ministries, boards, agencies and other regulatory decision-makers.

SCHEDULE "M"
FORM OF CERTIFICATE

Project Number: R1861

CERTIFICATE OF THE CORPORATION OF THE TOWN OF PELHAM

RE: Recreational Infrastructure Canada Program in Ontario (RIInC) and Ontario Recreational Program (Ontario REC)

AND RE: **Corporation of the Town of Pelham (the "Recipient") Replacement of
Playground Equipment at Cherry Ridge Park**

AND RE: Funding agreement entered into between the Recipient and Her Majesty the Queen in Right of Ontario dated (the "**Agreement**")

TO: Her Majesty the Queen in Right of Ontario

The Recipient hereby certifies that:

1. It has fully and diligently reviewed the invoices included and summarized in the attached report (the “**Invoices**”).
2. All of the Invoices have been paid by the Recipient to third parties acting at arm’s length.
3. Unless clearly specified in the attached report, all of the Invoices meet the requirements of an Eligible Cost (as that term is defined and described in the Agreement).
4. All of the work related to the Invoices has been performed.
5. All of the work related to the Invoices was procured using a competitive process/tender if and as required by Sections 5.6, 5.7 and 5.8 of Schedule “A” to the Agreement.
6. As of the date hereof, the Recipient is in full compliance of its obligations pursuant to the Agreement.

DATED the day of 20

Corporation of the Town of Pelham

by:

Name: _____

Title:

⋮

SCHEDULE "M"
FORM OF CERTIFICATE

Project Number: R1863

CERTIFICATE OF THE CORPORATION OF THE TOWN OF PELHAM

RE: Recreational Infrastructure Canada Program in Ontario (RInC) and Ontario Recreational Program (Ontario REC)

AND RE: **Corporation of the Town of Pelham (the "Recipient") Replacement of Playground Equipment at North Pelham Park**

AND RE: Funding agreement entered into between the Recipient and Her Majesty the Queen in Right of Ontario dated (the "**Agreement**")

TO: Her Majesty the Queen in Right of Ontario

The Recipient hereby certifies that:

1. It has fully and diligently reviewed the invoices included and summarized in the attached report (the "**Invoices**").
2. All of the Invoices have been paid by the Recipient to third parties acting at arm's length.
3. Unless clearly specified in the attached report, all of the Invoices meet the requirements of an Eligible Cost (as that term is defined and described in the Agreement).
4. All of the work related to the Invoices has been performed.
5. All of the work related to the Invoices was procured using a competitive process/tender if and as required by Sections 5.6, 5.7 and 5.8 of Schedule "A" to the Agreement.
6. As of the date hereof, the Recipient is in full compliance of its obligations pursuant to the Agreement.

DATED the day of

Corporation of the Town of Pelham

by:

Name: _____

Title:

•

SCHEDULE "M"
FORM OF CERTIFICATE

Project Number: R1865

CERTIFICATE OF THE CORPORATION OF THE TOWN OF PELHAM

RE: Recreational Infrastructure Canada Program in Ontario (RInC) and Ontario
 Recreational Program (Ontario REC)

AND RE: **Corporation of the Town of Pelham (the "Recipient") Replacement of
 Playground Equipment at Pelham Corners Park**

AND RE: Funding agreement entered into between the Recipient and Her Majesty the
 Queen in Right of Ontario dated (the "**Agreement**")

TO: Her Majesty the Queen in Right of Ontario

The Recipient hereby certifies that:

1. It has fully and diligently reviewed the invoices included and summarized in the attached report (the "**Invoices**").
2. All of the Invoices have been paid by the Recipient to third parties acting at arm's length.
3. Unless clearly specified in the attached report, all of the Invoices meet the requirements of an Eligible Cost (as that term is defined and described in the Agreement).
4. All of the work related to the Invoices has been performed.
5. All of the work related to the Invoices was procured using a competitive process/tender if and as required by Sections 5.6, 5.7 and 5.8 of Schedule "A" to the Agreement.
6. As of the date hereof, the Recipient is in full compliance of its obligations pursuant to the Agreement.

DATED the day of ,

Corporation of the Town of Pelham

by:

Name:

Title:

:

SCHEDULE "M"
FORM OF CERTIFICATE

Project Number: R1867

CERTIFICATE OF THE CORPORATION OF THE TOWN OF PELHAM

RE: Recreational Infrastructure Canada Program in Ontario (RInC) and Ontario
Recreational Program (Ontario REC)

AND RE: **Corporation of the Town of Pelham** (the "Recipient") **Replacement of
Playground Equipment at Rolling Meadows Park**

AND RE: Funding agreement entered into between the Recipient and Her Majesty the
Queen in Right of Ontario dated (the "**Agreement**")

TO: Her Majesty the Queen in Right of Ontario

The Recipient hereby certifies that:

1. It has fully and diligently reviewed the invoices included and summarized in the attached report (the "**Invoices**").
2. All of the Invoices have been paid by the Recipient to third parties acting at arm's length.
3. Unless clearly specified in the attached report, all of the Invoices meet the requirements of an Eligible Cost (as that term is defined and described in the Agreement).
4. All of the work related to the Invoices has been performed.
5. All of the work related to the Invoices was procured using a competitive process/tender if and as required by Sections 5.6, 5.7 and 5.8 of Schedule "A" to the Agreement.
6. As of the date hereof, the Recipient is in full compliance of its obligations pursuant to the Agreement.

DATED the day of ,

Corporation of the Town of Pelham

by:

Name:

Title:

:

SCHEDULE "N"
SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION



R1860

Replacement of Playground Equipment at Harold Black Park

Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario,
as represented by the Minister of Energy and Infrastructure and the Minister of Health Promotion, on
_____, 2009.

I, _____ a Registered _____ (Engineer or Architect) in the Province
of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge
of the matters set forth in this affidavit;
2. That the work identified as Project _____ in the above-mentioned Agreement
_____ (has/has not) been substantially completed as described in Schedule A,
dated _____ on the _____ day of _____ 20____.
3. That the value (dollar amount) of substantially completed work on the Project, by March 31, 2011 is
_____ (dollars).
4. That the work:
 - a. Was carried out by _____ (prime contractor), between
_____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have
been implemented.

Declared at _____ (city), in the Province of Ontario this _____ day of _____,
20_____.

(Signature)

Name:
Title:

Witness Name:
Title:

SCHEDULE "N"
SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION



R1862

Replacement of Playground Equipment at Hurleston Park

**Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)**

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario,
as represented by the Minister of Energy and Infrastructure and the Minister of Health Promotion, on
_____, 2009.

I, _____ a Registered _____ (Engineer or Architect) in the Province
of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have
knowledge of the matters set forth in this affidavit;
2. That the work identified as Project _____ in the above-mentioned Agreement
_____ (has/has not) been substantially completed as described in Schedule A,
dated _____ on the _____ day of _____ 20____.
3. That the value (dollar amount) of substantially completed work on the Project, by March 31, 2011
is _____ (dollars).
4. That the work:
 - a. Was carried out by _____ (prime contractor), between
_____ (start date) and _____ (completion
date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures
have been implemented.

Declared at _____ (city), in the Province of Ontario this _____ day of _____,
20____.

(Signature)

Name:
Title:

Witness Name:
Title

SCHEDULE "N"
SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION



R1864

Replacement of Playground Equipment at Marlene Stewart Streit Park

**Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)**

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario,
as represented by the Minister of Energy and Infrastructure and the Minister of Health Promotion, on
_____, 2009.

I, _____ a Registered _____ (Engineer or Architect) in the Province
of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have
knowledge of the matters set forth in this affidavit;
2. That the work identified as Project _____ in the above-mentioned Agreement
_____ (has/has not) been substantially completed as described in Schedule A,
dated _____ on the _____ day of _____ 20____.
3. That the value (dollar amount) of substantially completed work on the Project, by March 31, 2011
is _____ (dollars).
4. That the work:
 - a. Was carried out by _____ (prime contractor), between
_____ (start date) and _____ (completion
date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures
have been implemented.

Declared at _____ (city), in the Province of Ontario this _____ day of _____,
20____.

(Signature)

Name:
Title:

Witness Name:
Title

SCHEDULE "N"
SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION



R1866

Replacement of Playground Equipment at Woodstream Park

Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Energy and Infrastructure and the Minister of Health Promotion, on _____, 2009.

I, _____ a Registered _____ (Engineer or Architect) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit;
2. That the work identified as Project _____ in the above-mentioned Agreement _____ (has/has not) been substantially completed as described in Schedule A, dated _____ on the _____ day of _____ 20____.
3. That the value (dollar amount) of substantially completed work on the Project, by March 31, 2011 is _____ (dollars).
4. That the work:
 - a. Was carried out by _____ (prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____ (city), in the Province of Ontario this _____ day of _____, 20____.

(Signature)

Name:
Title:

Witness Name:
Title

SCHEDULE "N"
SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION



R1868

Replacement of Playground Equipment at Centennial Park

Recreational Infrastructure Fund (RInC) in Ontario and Ontario Recreational Program
(Ontario REC)

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Energy and Infrastructure and the Minister of Health Promotion, on _____, 2009.

I, _____ a Registered _____ (Engineer or Architect) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit;
2. That the work identified as Project _____ in the above-mentioned Agreement _____ (has/has not) been substantially completed as described in Schedule A, dated _____ on the _____ day of _____ 20____.
3. That the value (dollar amount) of substantially completed work on the Project, by March 31, 2011 is _____ (dollars).
4. That the work:
 - a. Was carried out by _____ (prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____ (city), in the Province of Ontario this _____ day of _____, 20____.

(Signature)

Name:
Title:

Witness Name:
Title