



Transportation & Environmental Services Committee Agenda

July 9, 2020

Electronic (Remote) Meeting

- 1. Call to Order**
- 2. Roll Call**
- 3. Declaration of Pecuniary Interest**
- 4. Action Items**
 - a. Proposed Speed Limit Reduction and Extension on Bruce Road 86, Whitechurch
 - b. Letter of Support Stewardship Grey Bruce Ontario Trillium Foundation Grow Grant Application
 - c. Temporary Waiver of Encroachment Permit Fee and Refundable Deposit
 - d. Investing in Canada Infrastructure Program Agreement - Bruce Road 6East
 - e. Consolidation of Road Reserves
 - f. Bruce Road 30 section D, 1st Avenue North, Chesley Reconstruction Fund Transfer
- 5. Information Items**
 - a. Bridge Engineering Services Contract Award
 - b. Bridge Condition Assessment Results

6. Act on Recommendations

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Transportation & Environmental Services Committee in respect of all resolutions passed during the July 9, 2020 meeting.

7. Next Meeting

August 13, 2020

8. Adjournment



Committee Report

To: Warden Mitch Twolan
Members of the Transportation & Environmental Services
Committee

From: Miguel Pelletier
Director of Transportation & Environmental Services

Date: July 9, 2020

Re: Proposed Speed Limit Reduction and Extension on Bruce Road 86

Staff Recommendation:

That the proposed speed limit reduction from 70 kilometers per hour to 60 kilometers per hour on Bruce Road 86 in the Hamlet of Whitechurch be approved; and,

That the new proposed speed limit of 60 kilometers per hour on Bruce Road 86 in the Hamlet of Whitechurch be extended to the west by 70 meters and to the east by 40 meters; and,

That a by-law be introduced to authorize speed limits on the Bruce County Road System and in construction zones; and,

That By-law 2019-030 be repealed.

Background:

The County of Bruce and the County of Huron have joint jurisdiction over Bruce Road 86, being the boundary road between the two counties.

In November 2019, the Municipality of Huron-Kinloss received correspondence from a resident that lives on Bruce Road 86 in the Hamlet of Whitechurch regarding the speed of traffic. Huron-Kinloss referred the matter to Bruce County and it was referred, in turn, to Huron County as this section of Bruce Road 86 is maintained by the County of Huron.

Following their investigation of this area, Huron County Public Works recommended that the speed limit on Bruce Road 86 through the Hamlet of Whitechurch be reduced from 70km/hr to 60km/hr and also, that the reduced speed zone be extended to the west by 70m and to the east by 40m. This extension of the 60km/hr posted zone would allow the Whitechurch Park (baseball park) and Feed Mill to be safely within the 60km/hr zone. Attached is the Huron County Committee report regarding this proposed speed reduction and a map of the area depicting the current and proposed limits of the speed zone.

Huron County has requested Bruce County's approval of this reduced speed limit change and extension.

In an email dated March 23, 2020, Huron County agreed to install the speed limit signage once by-laws from both Counties have been passed.

Bruce County staff also undertook an analysis of the area in question conforming to Bruce County's policy for traffic calming and the results were similar to those of Huron County. The speed limit will therefore be reduced following the signing of the by-laws by both Counties and the installation of the appropriate signage.

Financial/Staffing/Legal/IT Considerations:

There are no financial, staffing, legal or IT considerations associated with this report.

Interdepartmental Consultation:

Not applicable

Link to Strategic Goals and Elements:

Goal #6 Explore alternate options to improve efficiency, service
Element #D Coordinate working with other agencies

Written by: Carolyn Thibaudeau, Assistant Office Supervisor

Approved by:

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is fluid and cursive, with the first name "Sandra" being the most prominent.

Sandra Datars Bere
Chief Administrative Officer

CORPORATION OF THE COUNTY OF HURON

PUBLIC WORKS DEPARTMENT

To: Council – Day 2

From: Cameron Harper, P.Eng., Engineering Project Manager – Bridges

Date: March 16, 2020

Subject: **Recommendation to Reduce Speed Limits and/or Adjust Speed Zones at Three Identified Locations Throughout the County**

RECOMMENDATION:

RECOMMENDED MOTION THAT:

The Council of the County of Huron receives the report by Cameron Harper, Engineering Project Manager – Bridges dated March 16, 2020, titled *Recommendation to Reduce Speed Limits and Move Speed Zones at Three Identified Locations Throughout the County*, as presented for information;

AND FURTHER THAT:

The Council of the County of Huron approves a reduction of the posted speed limit and adjustments to posted speed zones;

AND FURTHER THAT:

A by-law be prepared to amend By-law 2015-054, a By-law of the Corporation of the County of Huron to authorize speed limits to reflect this change.

BACKGROUND

The Public Works Department has reviewed several locations and is recommending an amendment to By-Law 2015-054 in three separate locations. The locations with proposed changes are as follows:

County Road 83 through Dashwood

The designated speed through Dashwood is currently set at 50m/hr. This will remain as-is.

When approaching Dashwood from the east the speed limit changes from 90km/hr to 50km/hr. This 50km/hr zone is established within an urban area and there are a few homes on the 90km/hr side of the posted speed limit. Additionally, the Municipality of Bluewater has asked for the County to review the sign locations and possibly introduce a 70km/hr zone.

When approaching Dashwood from the west the speed limit changes from 90km/hr to 70km/hr and to 50km/hr at Hayter's Farm. This shall remain as-is.

County Road 86 through Whitechurch

The posted speed limit through Whitechurch is 70km/hr and the speed limits approaching Whitechurch are 80km/hr.

County Road 4 North of Wingham

The designated speed through Wingham is 50km/hr. This will remain as-is.

When approaching Wingham from the north, the speed limit changes from 90km/hr to 70km/hr and to 50km/hr. The posted 50km/hr zone begins south of the gas station at Josephine Street and after the bend in the roadway.

When leaving Wingham and heading north the speed limit changes from 50km/hr to 70km/hr and to 90km/hr. The 70km/hr zone begins just after B Line and before the gas station at Josephine Street. There is also a house just after the curve across the road from the gas station.

COMMENTS:

The following amendments to the current speed zones are proposed:

County Road 83 through Dashwood

It is recommended that the speed limit remain set at 50km/hr through Dashwood but extended 250m to the east. Extending the 50km/hr zone will allow for the homes on the east end of Dashwood to be encompassed by the slower speed limit.

The Public Works Department is also recommending to introduce a 70km/hr zone between the 90km/hr rural areas and the 50km/hr zone in Dashwood. This would allow drivers an appropriate amount of time to slow down when approaching Dashwood. Adding the 70km/hr intermediate zone would mirror what is posted on the other side of Dashwood.

No changes are recommended to speed zones when approaching Dashwood from the west.

County Road 86 through Whitechurch

It is recommended that the speed limit through Whitechurch be reduced from 70km/hr to 60km/hr. It is also recommended that the reduced speed zone be extended to the west by 70m and to the east by 40m. Extending the 60km/hr posted zone would allow the Whitechurch Park (baseball park) and feed mill to be safely within the 60km/hr zone.

[This change is being coordinated with Bruce County as this section of road is boundary road between Bruce County and Huron County.](#)

County Road 4 North of Wingham

It is recommended that the 50km/hr speed limit through Wingham be extended 250m north. This would reduce speeds coming into Wingham from the north as the current 50km/hr posting is just north of B Line. Reducing the speed limit to 50km/hr north of the gas station would allow for motorists to see the posted speed before the horizontal curve (when headed south) and before the busy B Line intersection. The 70km/hr sign would be moved another 250m north to allow for adequate sign spacing.

OTHERS CONSULTED

Michael Hausser, P.Eng

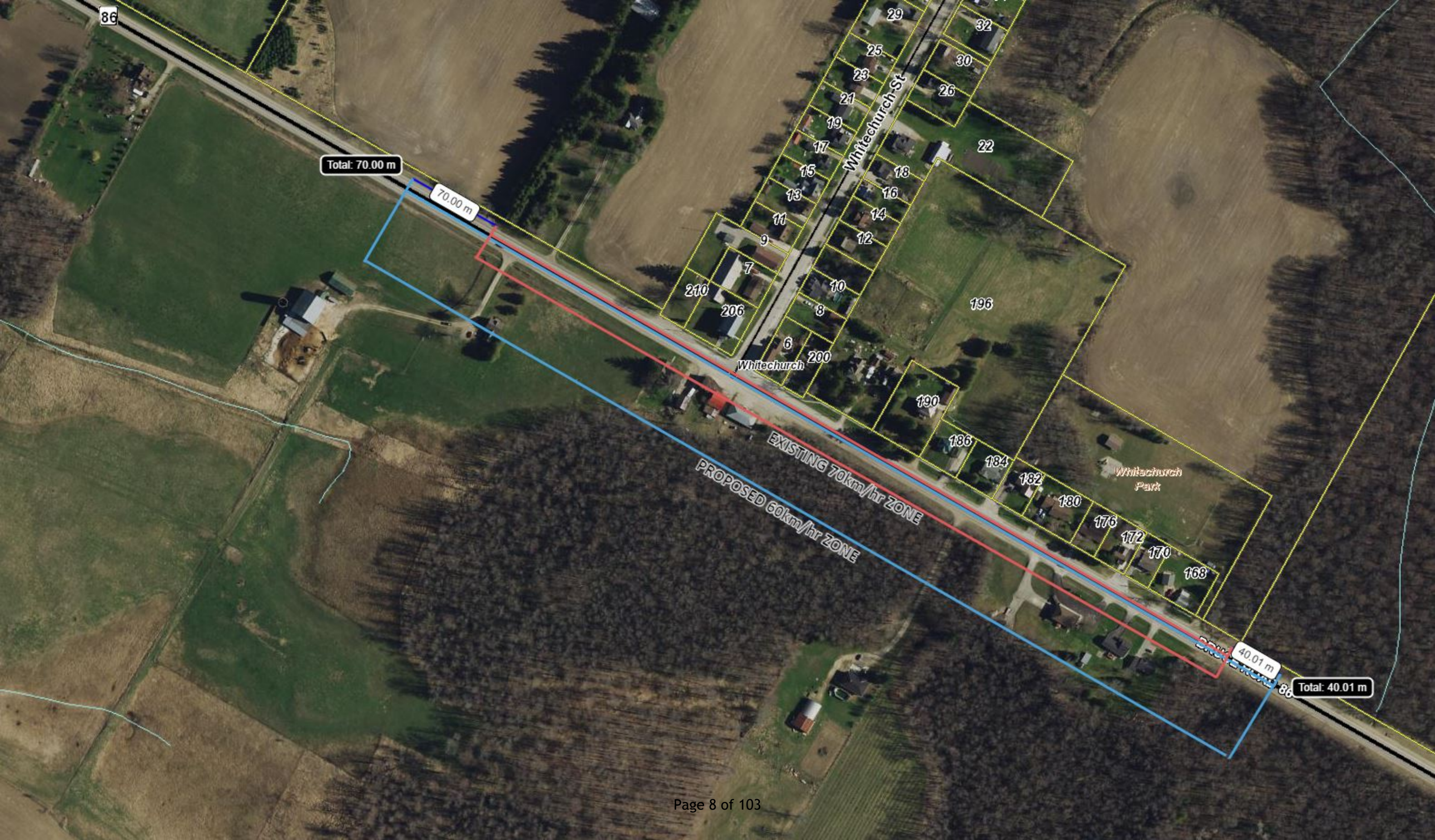
Steve Lund, P.Eng
Gary Pipe, Supervisor
Rick Poels, Supervisor
Wayne Higgins, Bridge Supervisor

IT IMPACT

None

FINANCIAL IMPACTS:

Minor costs to adjust locations of signs and posts.





Committee Report

To: Warden Mitch Twolan
Members of the Transportation & Environmental Services
Committee

From: Miguel Pelletier
Director of Transportation & Environmental Services

Date: July 9, 2020

Re: Stewardship Grey Bruce Ontario Trillium Foundation Grow Grant
Application.

Staff Recommendation:

That the County of Bruce send a letter of support for the Stewardship Grey Bruce Ontario Trillium Foundation Grow Grant application for its “Soil and Water Stewardship Program”.

Background:

The objective of the Ontario Trillium Foundation’s Grow Grant is to support local community projects that are evidence-based and drive at achieving greater impact in their community. The Soil and Water Stewardship Program connects educational opportunities and project-based cost-share funding to attract farmers who usually do not participate in stewardship programming. It inspires them to adopt stewardship behaviours, i.e. recognize that short-term achievements can result in long-term stewardship outcomes. This program ultimately improves water quality, wetland coverage, soil health, and tree cover throughout Bruce and Grey counties, via the farmers’ improved ability to complete such projects, receive education, build their social networks, and become environmental stewards. Its impact furthers as the program indirectly encourages grant recipients to innovate, display stewardship, and take on social media ambassador opportunities.

Attached is the letter of support for the Stewardship Grey Bruce Ontario Trillium Foundation Grow Grant Application.

Financial/Staffing/Legal/IT Considerations:

There are no financial, staffing, legal or IT considerations associated with this report.

Interdepartmental Consultation:

Not applicable

Link to Strategic Goals and Elements:

Goal #7. Stimulate and reward innovation and economic development

Element #D. Vocally support all industry in Bruce County

Element #E. Create a “Recognition Program” for innovation and new ideas

Element #G. Assignment to seek out like-minded partners for retail, agricultural, and industrial development.

Goal #8. Actively seek out a post-secondary campus for Bruce County

Element #B. Capitalize on knowledge/skill/experience of our residents.

Element #D. Incentives for agriculture, skilled trades, medical and health students.

Written by: Kevin Predon, RPF - Forestry Technician

Approved by:

A handwritten signature in cursive script, appearing to read "Sandra Datars Bere". The signature is written in dark ink on a white background.

Sandra Datars Bere
Chief Administrative Officer



June 23, 2020

Tori Waugh
Conservation Ag Consulting
109 Unit B Northumberland Street
Guelph, ON N1H 3B1

Attention: Ontario Trillium Foundation (OTF) Grant Review Team

Re: Letter of Support for Stewardship Grey Bruce OTF Grow Grant Application

I am writing on behalf of The County of Bruce in support of Stewardship Grey Bruce and their application to the Ontario Trillium Foundation for Grow Grant Funding for the Soil and Water Stewardship Program.

The County appreciates the work of Stewardship Grey Bruce (SGB) as a local non-profit organization concerned with natural resource management. Their work in delivering and supporting programming that foster an appreciation for natural resources and projects that directly benefit the environment is to be commended.

The Soil and Water Stewardship Program connects educational opportunities and project-based cost-share funding to attract farmers who usually do not participate in stewardship programming. It inspires them to adopt stewardship behaviors, i.e. recognize that short-term achievements can result in long-term stewardship outcomes. This program ultimately improves water quality, wetland coverage, soil health and tree cover throughout Grey and Bruce counties, via the farmers' improved ability to complete such projects, receive education, build their social networks, become environmental stewards. Its impact furthers as the program indirectly encourages grant recipients to innovate, display stewardship behaviour, and take on social media ambassador opportunities.

The County of Bruce will seek to actively support this Ontario Trillium Foundation Grow Grant Application and the initiatives of Stewardship Grey Bruce that will protect and improve our corner of the Great Lakes by offering our in-kind support in communicating their initiatives to our networks and communities.

Regards,

Mitch Twolan
Warden



Committee Report

To: Warden Mitch Twolan
Members of the Transportation & Environmental Services
Committee

From: Miguel Pelletier
Director of Transportation & Environmental Services

Date: July 9, 2020

Re: Temporary Waiver of Encroachment Permit Fee and Refundable
Deposit

Staff Recommendation:

That the County's Encroachment Permit fee and deposit requirement, specifically for restaurant/food service temporary patios encroaching onto the County's property, under the County of Bruce Fees and Charges By-law 2020-017, be temporarily waived effective immediately until November 19, 2020.

Background:

In the wake of businesses beginning to re-open which were initially closed because of the COVID-19 pandemic, the County has received requests from local municipalities on behalf of restaurant/food service businesses, to temporarily waive the encroachment fee and refundable deposit requirement to temporarily encroach onto the County's property, namely sidewalks and County road right-of-way. It is expected that the County will be receiving additional business requests to encroach on a County Road right of way to support the opening of businesses as COVID-19 restrictions are further lifted.

The main purpose of the attached encroachment permit is to confirm that the encroachment onto County property is safe and does not create additional liability to the County that cannot be mitigated. It is recommended that the existing approval process for encroachment permit applications remains in place as the requirement to request a permit is not onerous for the requestor and the County can process the permit within a short period of time (less than 10 working days) in most cases. The encroachment permit is normally for a fixed period over a short-term. A more permanent, longer-term arrangement for the encroachment onto County property usually requires a County by-law and the registration of the encroachment document.

The current \$100 permit fee covers the administration cost for the County to process the permit request and the \$300 refundable deposit is meant to hold the applicant accountable

for the property to be returned to the County's desired condition after the encroachment stops.

This encroachment permit fee waiver is aligned with the County's effort to support economic recovery from the COVID-19 pandemic. Once the economic recovery is under way, however the fee and refundable deposit should be reinstated.

It is recommended that the waiver be reviewed at the November 19, 2020 meeting of this Committee.

Financial/Staffing/Legal/IT Considerations:

There are administration costs to process the permits will not be recovered through fees and the County may need to absorb costs that would have been covered by the refundable deposit.

If necessary, there may be a requirement to engage legal services to recover County property damage costs.

There are no staffing or IT considerations associated with this report.

Interdepartmental Consultation:

Consultation with the Planning and Economic Development Department to confirm that this recommendation is aligned with the COVID-19 economic recovery strategy for the County.

Link to Strategic Goals and Elements:

COVID-19 pandemic economic recovery

Approved by:

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is fluid and cursive, with the first name "Sandra" being the most prominent.

Sandra Datars Bere
Chief Administrative Officer

COUNTY OF BRUCE PERMIT FOR ENCROACHMENT

APPLICANT

Name:
Address:
Telephone:

LOCATION

County road station no.
on the side.
Concession lot
Township

TYPE OF ENCROACHMENT

Ditch Tile Waterline Building Earth
Other

DESCRIPTION

SKETCH SHOWING DETAILS

DECLARATION OF RESPONSIBILITY

I hereby assume all responsibility, financial and legal, for the installation of the encroachment described above. I further agree to indemnify the County their actual cost plus overhead, should the encroachment, in the opinion of the County, require maintenance by the County.
I also understand that this encroachment permit does not grant an easement, and I further understand that the County is not responsible for the operation, maintenance and/or repair of the encroachment.

Date
(Applicant's signature)
(Witness)

Depending on the type of encroachment the County, at its discretion, will impose a deposit, the amount to be determined by the County, which will be refunded after the work has been completed to the satisfaction of the County.

Amount of Deposit \$

** NO WORK ON ROAD ALLOWANCE SHALL COMMENCE UNTIL COUNTY IS NOTIFIED

To be completed by the County

Permission granted by
(Director/Designate) (Date)

Authorized by BY-LAW NO. 2017-033

Transportation and Environmental Services Committee motion dated

Encroachment Applications for Use of Sidewalks Adjacent to County Roads

1. Applicant applies with written request including sketch and specifications to County for Encroachment permit and submits completed application form.
2. County to review application, comment.
3. County forwards permit application to municipality.
4. Municipality reviews application to ensure their policies/standards and AODA requirements are met.
5. Municipality returns application to County with their approval or any comments.
6. County reviews application, comments and requests permit fee, insurance and WSIB certificate if people working on row.
7. Upon receipt of required documents, County approves and sends approved application to the applicant and copy the municipality for their information.

Indemnity & Insurance Requirements – Sidewalk Encroachments

NOTE: The following should be applied only to major encroachments into the County of Bruce right-of-way such as sidewalk cafes, seating areas, other large seasonal fixtures.

1. The County of Bruce issue a Permit (countersigned by the applicant) and that the Permit include the following Indemnity clause:

The Permit Holder shall to the fullest extent permitted by law, hold harmless, defend at its own expense, and indemnify the Corporation of the County of Bruce its officers, employees, agents, and volunteers, (the County) and the [INSERT MUNICIPAL NAME] its officers, employees, agents, and volunteers, (the Municipality) against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of the Permit Holder or its officers, agents, or employees by reason of, resulting from, or otherwise related to, either directly or indirectly, the presence or operation of the sidewalk encroachment; excluding, however, such liability, claims, losses, damages, or expenses arising from the County's sole negligence or willful acts.



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2. Insurance requirements:

- a) The Permit Holder must have Commercial General Liability Insurance including but not limited to bodily injury including death, personal injury, property damage, tenants legal liability and cross-liability/severability of interest provisions in the amount of Two Million Dollars (\$2,000,000.00) per occurrence with a property damage deductible not to exceed \$1,000 or as agreed to by Permit Holder and name The Corporation of the County of Bruce and the [INSERT MUNICIPAL NAME] as an Additional Insureds.
- b) Applications proposing the use of outdoor heating device(s) may be required to have a higher amount of Commercial General Liability Insurance. The presence of heating devices/systems may present additional risk factors. The additional coverage amount will be determined on a case-by-case basis that takes into account the nature of the proposed heating devices/systems and its proposed location.

Applications proposing the use of outdoor heating devices must have stated on their COI that outdoor heating devices and any damages arising there from are included under the policy coverage.

- c) The Commercial General Liability Policy shall contain an endorsement to provide the County of Bruce with (30) days prior written notice of cancellation.
- d) Provide to the County of Bruce, prior to the issuance of a Permit, a Certificate of Insurance (COI) prepared by their insurer or broker.
- e) The COI must be in the business's full legal name and must match the name in the Articles of Incorporation, Master Business Licence or similar document and must match the name in the Permit
- f) The Certificate holder portion of the COI must read exactly as follows:

The Corporation of the County of Bruce
Attention: Corporate Services Department
30 Park St, Box 1633
Walkerton, ON N0G 2V0
and

Corporation of the [INSERT MUNICIPAL NAME]
Insert Municipal Address

- g) Liquor Liability Insurance. Any Permit Holder involved in the sale or furnishing of alcoholic beverages shall also maintain Liquor Liability Insurance with a minimum per occurrence limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The County and the [INSERT MUNICIPAL NAME] shall be named as Additional Insured on the Liquor Liability Insurance policy.
- h) The Liquor Liability Insurance Policy, if required, shall contain an endorsement to provide the County of Bruce with (30) days prior written notice of cancellation.
- i) All insurance policies/coverage shall contain a Cross Liability and Severability of Interest clauses.
- j) The Permit Holder shall maintain the required insurance coverage during the term of the Permit. The County of Bruce may cancel a Permit for failure to maintain or provide the required insurance coverage.
- k) The COI and insurance coverage shall be satisfactory to the County of Bruce Corporate Service Department. The County of Bruce may request the Permit Holder provide certified copies of the applicable insurance policy/policies.

Definitions

CERTIFICATE OF INSURANCE (COI): a COI is issued by an insurance company or broker. The COI verifies the existence of an insurance policy and summarizes the key aspects and conditions of the policy. For example, a standard COI lists the policyholder's name, policy effective date, the type of coverage, policy limits, and other important details of the policy.

COMMERCIAL GENERAL LIABILITY INSURANCE: liability coverage for bodily injury and/or property damage claims brought against the insured by a third party or member of the public.

LIQUOR LIABILITY INSURANCE: Liability coverage for claims arising out of the sale, manufacture or serving of alcoholic beverages. Under standard Commercial General Liability policies, coverage is excluded if the insured is in the business of serving alcohol. If selling, serving or making alcohol, liquor liability coverage needs to be ADDED to the existing general liability policy or purchased on its own.



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Committee Report

To: Warden Mitch Twolan
Members of the Transportation & Environmental Services
Committee

From: Miguel, Pelletier
Director of Transportation & Environmental Services

Date: July 9, 2020

Re: Investing in Canada Infrastructure Program Agreement - Bruce
Road 6East

Staff Recommendation:

That a by-law be introduced to authorize the Warden and Clerk to sign the Agreement between the County of Bruce and the Province of Ontario for the Infrastructure Canada Infrastructure Program (ICIP) Rural and Northern Stream Fund for the rehabilitation/reconstruction of Bruce Road 6East.

Background:

The County received the attached letter, dated April 29, 2020 from Infrastructure Canada Infrastructure Program (ICIP) Rural and Northern Stream advising that the County's application was approved. The project submitted with the application is the rehabilitation/reconstruction of Bruce Road 6East from George Street Mildmay to Grey Road 10. The cost share of eligible costs (total estimate \$4.519M) for the project is 50% Federal, 33% Provincial and 17% County.

The Draft Transfer Payment Agreement is attached.

Financial/Staffing/Legal/IT Considerations:

The forecasted funding for the County's portion of the costs was included in the Capital Roads Program in the 2020 budget. The reserve for Bruce Road 6East currently has an uncommitted balance of \$1,054,200.08.

Interdepartmental Consultation:

The Corporate Services Department (Finance Division) and the Clerk's Office were consulted.

Link to Strategic Goals and Elements:

None identified

Approved by:

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is fluid and cursive, with the first name "Sandra" being the most prominent part.

Sandra Datars Bere
Chief Administrative Officer

Rural Programs Branch

June 22, 2020

Our File: 2019-05-1-1329896117

County of Bruce
Miguel Pelletier, Director Transportation & Envi
mpelletier@brucecounty.on.ca

Re: Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream – Transfer Payment Agreement

I am pleased to provide you with the attached copy of the transfer payment agreement (the Agreement) for your approved Rural and Northern Stream Project as well as a summary document outlining important information about your Agreement. Please review both documents carefully. If changes to the Agreement are required, these should be made before the Agreement is executed. Please contact your Project Analyst immediately to discuss any required revisions.

We ask that you please make best efforts to return signed copies of the transfer payment agreement to our offices by **Friday July 17, 2020**.

Given the current situation with COVID-19 if you wish to use electronic means to execute your agreement, please contact our office for direction.

If you wish to proceed with hard-copy execution, the designated signatories should sign two (2) copies of the Agreement on page 6. You will also need to insert the titles of the designated signatories and affix the corporate seal (if applicable) in the signature area. Once completed, please return the two original signed and sealed copies via courier to:

Ministry of Agriculture, Food and Rural Affairs
Rural Programs Branch
1 Stone Road West, 4NW
Guelph, ON
N1G 4Y2

An original copy of the Agreement will be returned to you by mail following execution by the Province.

Should you have any questions, please do not hesitate to call your Project Analyst, Andrea Neill, at or Andrea.Neill@ontario.ca.



Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,

Jennifer Whalen
A/Manager, Infrastructure Renewal Programs
Rural Programs Branch

Attachments: Agreement
Important Information regarding your ICIP Agreement
Aboriginal Consultation Requirements

IMPORTANT INFORMATION REGARDING YOUR AGREEMENT

Project Description - Please ensure the description of your project noted in Schedule “C” is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. The description in your Agreement supercedes all prior information shared with the Province, and only the work described in the Agreement will be funded, subject to eligibility requirements being met. If changes to the project description noted in Schedule “C” are required, please contact your Project Analyst immediately to request a revision.

Insurance - Article A10 of Schedule “A” outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, OMAFRA does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

Reporting - Schedule “D” provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding. The Province will direct the format and timelines for reporting. Regular reporting must be completed within the Transfer Payment Ontario platform.

Cost Eligibility – Schedule “E” sets out the costs that are eligible and ineligible under this funding agreement. No costs incurred prior to the Federal Approval Date set out in the Agreement are eligible for reimbursement. In order to qualify for payment, costs must be incurred and paid and must be submitted by March 31 of the year following the Funding Year in which they were incurred. Note that any costs associated with underground infrastructure and recreational trails are not eligible for funding.

Communications / Signage - Schedule “G” outlines the communication requirements for the project. As noted in Schedule “G”, funding provided by both the provincial and federal government must be recognized in the format of project signage. The Province and Canada will provide further instruction regarding signage shortly. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor.

Aboriginal Consultation - Schedule “I” outlines the Aboriginal Consultation requirements for the project. As noted in Schedule “I” any required Aboriginal Consultation must be complete prior to the start of any project construction work. In addition, capital costs are not eligible for reimbursement and no site preparation, removal of vegetation or construction can occur until Canada has confirmed in writing that it is satisfied that all federal duty to consult and environmental assessment requirements have been met. More details on Aboriginal Consultation Requirements are set out in the attachment to this document.

ABORIGINAL CONSULTATION REQUIREMENTS

In consideration of the financial support for the Project, if notified by Canada or the Province your community must engage and consult with Aboriginal Groups that may have a potential interest in the Project. The Province intends to rely on this consultation process as much as possible. As part of this process, your community must disclose that financial assistance for the project is being provided by Ontario. You must also provide your Project Analyst with a summary of communications with Aboriginal Groups, including any issues or concerns that may be raised by any Aboriginal Group and an indication of how your community has addressed or proposes to address those issues or concerns. This information may be provided in the form of the template consultation log and tracking chart provided by Canada (if applicable).

If in the future changes to the nature, scope, design or location of the Project are being considered, you must immediately notify your Project Analyst so that the Province may determine whether the proposed change impacts the duty to consult. Your community must also cease all construction activities if at any time during construction archaeological resources are found; other impacts that could affect Aboriginal or treaty rights emerge; or you are contacted by any Aboriginal Group expressing concerns about the project and potential impacts on rights.

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
RURAL AND NORTHERN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the County of Bruce

(CRA#130973662)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern communities by responding to their specific needs.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a rural and northern stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as defined in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency;
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or
- (d) The Agreement and the *Rural and Northern Communities Funding Stream Ontario Program Guidelines* of March 2019 (“the Guidelines”), the Agreement will prevail.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) the Recipient has read and understood the Bilateral Agreement;
- (h) changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the Bilateral Agreement;
- (i) entering into of the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and
- (j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as “**Rights**”) undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

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

Date

Name: Ernie Hardeman
Title: Minister of Agriculture, Food and Rural Affairs

AFFIX
CORPORATE
SEAL

Corporation of the County of Bruce

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section 1.1.1 (Definitions).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday;

Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiry Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project

identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount set out Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or

agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Timelines” means the Project schedule described in Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;
- (e) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the Guidelines, including the financial, contractual and reporting requirements; and
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with

the progress of the Project;

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and
 - (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada's failure to make payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Federal Approval Date;
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's

immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.

A.4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from the Funds;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds fifty percent of Total Eligible Expenditures (as identified in Schedule "C"), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce its contribution under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding in respect of the Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiry Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;

(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, 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 \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 Proof of Insurance.** At the Province's request, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any

of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any costs for the Project without the Province's prior written consent;
- (b) cancel all further instalments of Funds;
- (c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) Subject to the limits of the Bilateral Agreement, determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project or to discontinue the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient plus Interest Earned;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;

- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.
- A.14.6 **Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:
- (a) in writing;
 - (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
 - (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.
- A.15.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
 - (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.
- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
 - (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

- A.24.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- A.24.2 Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- A.25.1 Other Agreements.** If the Recipient:
- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

A.26.0 SURVIVAL

- A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5

(Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal

Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
 - (b) prior to submitting a request for payment in respect of the Project under the Agreement,

- (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ONTARIO’S MAXIMUM CONTRIBUTION

B.3.1 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means \$1,584,541.53, rounded to two decimal places.

B.4.0 CANADA’S MAXIMUM CONTRIBUTION

B.4.1 Canada’s Maximum Contribution. Canada’s Maximum Contribution means \$2,377,050.00, rounded to two decimal places.

B.5.0 ADDRESSEES

B.5.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPRural@ontario.ca</p>
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<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Address: County of Bruce PO Box 70, 30 Park Street, Walkerton, Ontario N0G 2V0</p> <p>Attention: Miguel Pelletier, Director Transportation & Envi</p> <p>Email: mpelletier@brucecounty.on.ca</p>
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**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The Project will rehabilitate approximately 7.7 kilometres of road, reconstruct approximately 1.4 kilometres of road, and repair two bridge decks in the County of Bruce.

Project work will take place on Bruce County Road 6 East from George (Mildmay) to Grey Road 10.

Roadwork will involve pulverizing existing pavement, rebuilding the subgrade, widening the road and shoulders, realigning sections to improve sightlines, adjusting the elevation on curves, improving drainage through ditching and culvert installation and laying an, relocating trees and utilities, and repaving the road.

Bridge repairs will include deck patching, waterproofing and paving, reconstruction of approaches, and replacement of curbs and barriers. Land/property acquisition is not an eligible cost.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$4,754,100.00, rounded to two decimal places.

C.2.2 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places.

C.2.3 Percentage of Federal Support. Percentage of Federal Support means 50%, rounded to two decimal places.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal approval date means April 29, 2020.

C.4.0 PROJECT STANDARDS

C.4.1 Canada’s Requirements. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.5.2 **Minor Changes to the Project Description, Financial Information, Timelines and Project Standards.** Subject to sections C.5.1 (Province's and Canada's Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule "C" (Project Description, Financial Information, Timelines and Project Standards).
- C.5.3 **Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards.** Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reporting Requirements. Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.
- (b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

- (c) **Final Report.** The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

- (d) **Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:
- (i) Climate Change Resilience Assessments;
 - (ii) Greenhouse Gas Emissions Assessments; and
 - (iii) Community Employment Benefit Assessments.

D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.2.1 **Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) that, in the opinion of the Province, are minor.

D.2.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.3.0 COMPLIANCE AUDIT(S)

D.3.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, the audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project’s progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province’s and Canada’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but include:

- a) Costs directly associated with joint communication activities that are set out in Schedule “G” (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
- b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- c) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts awarded or executed prior to the Federal Approval Date;

- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,
 - ii. Buildings, or
 - iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Costs related to any underground infrastructure;
- l) Costs related to recreational trails;
- m) Real estate fees and related costs;
- n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;
- q) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, 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, except in accordance with the list of Eligible Expenditures above;
- r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;
- s) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- t) Taxes of any kind;
- u) Costs of relocating entire communities;
- v) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- w) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- x) Costs incurred contrary to Article 5 of Schedule “A” (Recipient’s Acquisition of Goods and Services and Disposal of Assets);
- y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.
- z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:
 - (i) Housing;
 - (ii) An early learning and childcare facility;
 - (iii) A health facility, or an education facility;
 - (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action, as approved by Canada;
 - (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or
 - (vi) Resource development infrastructure, notably industrial resource development access roads.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act*, 1982.

“**Section 35 Duty**” means any duty the Province and Canada may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act*, 1982.

I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

I.3.0 PROVINCE’S ROLES AND RESPONSIBILITIES

The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

I.4.0 RECIPIENT’S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the Recipient or the Province or Canada. Such notice must include language

- specifying that the Province and Canada are providing funding for the Project and that the Recipient is acting as the Province's and Canada's delegate for the purposes of the procedural aspects of consultation;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
 - (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
 - (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
 - (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
 - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
 - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
 - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
 - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
 - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
 - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
 - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province's request;
 - (m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding

- the Project and reporting to the Province and Canada any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province and Canada during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province and Canada the results of such discussions prior to implementing any applicable accommodation measures;
 - (o) Complying with the Province's or Canada's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province or Canada or both may require; and
 - (p) In Contracts, expressly securing the Recipient's right to respond to directions from the Province or Canada or both as the Province or Canada or both may provide.

I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province and Canada, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province and Canada with complete and accurate copies of such records upon request;
- (c) Provide the Province and Canada with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province and Canada of any contact by any Aboriginal Groups regarding the Project of any nature and provide copies to the Province and Canada of any documentation received from Aboriginal Groups;
- (e) Advise the Province and Canada immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes so aware;
- (f) Immediately notify the Province and Canada if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province and Canada with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province or Canada; and
- (h) If applicable, advise the Province and Canada if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

I.6.0 ASSISTING THE PROVINCE AND CANADA.

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

I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS

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

I.8.0 NO SUBSTITUTION

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

I.9.0 NOTICES IN RELATION TO THIS SCHEDULE

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule “B” of this Agreement.

**[SCHEDULE “J” – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule “A” (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
- (b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
- (c) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (d) such other information as the Province may request.

J.4.0 PAYMENTS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 of this Schedule “J” (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).



Committee Report

To: Warden Mitch Twolan
Members of the Transportation & Environmental Services
Committee

From: Miguel Pelletier
Director of Transportation & Environmental Services

Date: July 9, 2020

Re: Consolidation of Road Reserves

Staff Recommendation:

That the existing individual Transportation and Environmental Services reserve funds related to roads be consolidated into one Road Reserve.

Background:

There are currently 19 individual reserve funds related to specific County Roads and road activities totaling \$3,775,393.60 as follows:

Reserve Name	2020 Reserve Balance	Typical Use of Funding
Land Purchases	\$90,464.58	Specific undertakings related to the land as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 1	\$59,170.86	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 4	\$22,886.60	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 6	\$51,634.90	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 6 East	\$1,054,200.08	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council. This reserve will be used for a Project for Section A, east of Mildmay, starting in 2020 with a view to complete in 2024. Joint federal/provincial/municipal funding.

Reserve Name	2020 Reserve Balance	Typical Use of Funding
Paved Roads Capital - County Road 8	\$430,370.86	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 12	\$482,220.21	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council. Realignment project planned in 2021 for section C (Formosa) will require a much smaller scope of work than initial estimates.
Paved Roads Capital - County Road 13	\$26,898.18	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 15	\$100,028.53	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 17	\$54,956.15	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 23	\$3,306.89	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 25	\$26,666.49	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 29	\$1,313.15	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 30	\$1,716.65	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council.
Paved Roads Capital - County Road 33	\$20,115.04	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council
Paved Roads Capital - County Road 40	\$13,108.11	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council
Paved roads Capital - Grey Bruce Line	\$130,606.13	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council
Paved Roads Capital - County Road 86	\$35,121.32	Specific undertakings related to the paved roads capital as deemed appropriate by Director and Council

Reserve Name	2020 Reserve Balance	Typical Use of Funding
County Road West Road	\$1,167, 936.69	Specific undertakings related to the west road as deemed appropriate by Director and Council. Reconstruction/rehabilitation upgrade project on hold until need confirmed. Plan to draw funds for life extension work for undermaintained sections in 2020 or 2021.
County Road 26B	\$2,672.18	Specific undertakings related to road 26B as deemed appropriate by Director and Council.
TOTAL	\$3,775,393.60	

The priorities of the five-year road capital program shift from year to year. Having funding in a specific reserve is not an important factor to prioritize projects so there is no need to manage each reserve individually. Many of the existing road reserves are the result of projects with unspent funds at year end. Consolidating the multiple reserves into one will improve the management of the reserves by removing the need to constantly seek permission of this Committee to transfer funds from an individual road reserve to meet the current and changing needs of the roads capital program. Using one road reserve will provide a clearer picture of the cash flow for the roads program and the status of the reserves during the budget planning and approval process. This single source reserve would also provide the County flexibility to make small adjustments to the expenditure of approved funds from the Road Reserve without constantly seeking Committee's approval.

This single reserve approach is the same method that is used for other large capital programs in the County, namely the bridge reserve.

Financial/Staffing/Legal/IT Considerations:

There are no financial, staffing, legal or IT considerations associated with this report.

Interdepartmental Consultation:

Corporate Services (Finance Division) was consulted.

Link to Strategic Goals and Elements:

Goal # 5 - Eliminate own red tape

Element #A - All work processes designed for the fewest steps and the easiest completion

Element #B - Reduce our interdepartmental reporting requirements

Approved by:



Sandra Datars Bere
Chief Administrative Officer



Committee Report

To: Warden Mitch Twolan
Members of the Transportation & Environmental Services
Committee

From: Miguel Pelletier
Director of Transportation & Environmental Services

Date: July 9, 2020

Re: Bruce Road 30 section D, 1st Avenue North, Chesley Reconstruction
Fund Transfer

Staff Recommendation:

That a total of \$200,913 from the following reserve funds: Bruce Road 6 west \$51,634, Bruce Road 13 \$26,898, Bruce Road 15 \$49,929, Bruce Road 17 \$54,956, Bruce Road 26B \$2,672, Bruce Road 30 \$1,716 and Bruce Road 40 \$13,108 be transferred to 30D 1st Avenue North, Chesley to fund water main, sanitary sewer and storm sewer replacements and roadway reconstruction costs for the cost share project with Municipality of Arran-Elderslie be approved; and,

That a by-law be introduced authorizing the Warden and Clerk to execute a Cost-share Agreement between the County of Bruce and the Corporation of the Municipality of Arran-Elderslie to facilitate their respective responsibilities and subsequent costs for the construction of watermain, sanitary main, storm sewer and roadway project on Bruce Road 30, Section D, 1st Avenue North, Chesley.

Background

At the Committee meeting on Thursday June 18, 2020 Committee approved the cost share agreement between the Municipality of Arran-Elderslie (AE) and the County to facilitate infrastructure replacements to water main, sanitary sewer, storm sewer and roadway construction on Bruce Road 30 between 2nd Street North East and 4th Street North East in Chesley as shown on the attached map. A draft cost share agreement was presented to Committee before the tender closed since, due to restrictions related to Covid-19, the tender and subsequent construction start date were delayed. The premise was to enable a prompt start to construction and with the assumption that the tender would close within budget and in line with the draft cost share agreement. Unfortunately, this was not the case.

The County posted tender RFT-BC-TES 19-43 for the reconstruction of County Road 30D (1st Ave North), Chesley on May 15, 2020 and received 3 bid submissions as listed below:

Company Name	Tender Bid (Including HST)
Moorefield Excavating Limited	\$919,522.81
Kurtis Smith Excavating Inc.	\$1,033,538.68
Seeley and Arnill Construction	\$1,456,845.64

Moorefield Excavating Limited was the lowest bid received. The County is familiar with Moorefield Excavating Limited and considers the firm competent and sufficiently skilled in this type of work to complete the project as tendered.

The Transportation and Environmental Services Department recommends that Moorefield Excavating Limited be awarded this project for the cost of \$919,522.81 including HST (\$828,058.77 including net HST expense of 1.76%) subject to the reallocation of the required funds to enable the project to be completed.

The total anticipated project cost is \$914,554.77. There is currently \$713,642 currently assigned to the Bruce Road 30D project and therefore a deficit of \$200,913 (including net HST expense of 1.76%) exists.

In order to fund the County's share of the Bruce Road 30D, Chesley reconstruction project, the following transfers from road reserves to Bruce Road 30D are required.

Road Reserve	Amount to be transferred to CR30D reserve
Bruce Road 6	\$51,634
Bruce Road 13	\$26,898
Bruce Road 15	\$49,929
Bruce Road 17	\$54,956
Bruce Road 26B	\$2,672
Bruce Road 30	\$1,716
Bruce Road 40	\$13,108
TOTAL	\$200,913

Should this tender be awarded, the Municipality of Arran-Elderslie has agreed in principle to pay a municipal contribution towards construction of \$351,810.17 and 33.33% of engineering costs at \$28,832 for a total of \$380,642.17. This would leave a balance of \$476,248.60 construction costs plus \$56,664 for engineering costs totaling \$533,912.60 (including net HST expense) for the County's contribution to complete the project.

Attached for your information are a location map, two documents outlining the cost share breakdown and the revised draft cost-share agreement between the Municipality of Arran-Elderslie and the County of Bruce

Financial/Staffing/Legal/IT Considerations:

The following reserves will be depleted to zero on approval of this report. BR6, 13, 17, 26B, 30 and 40. Only the reserve for BR15 will have any funds remaining at a balance of \$50,099.

Also, of note is the change to Municipality of Arran Elderslie's contribution to the project, which was allocated as \$557,000 and, subject to tender results, will instead be \$380,642.

Interdepartmental Consultation:

The Corporate Services Department (Finance Division and Purchasing Division) have been consulted.

Link to Strategic Goals and Elements:

Goal # 6 - Explore alternate options to improve efficiency, service

Element # C - Look for economy of scale or shared services among our departments and our communities

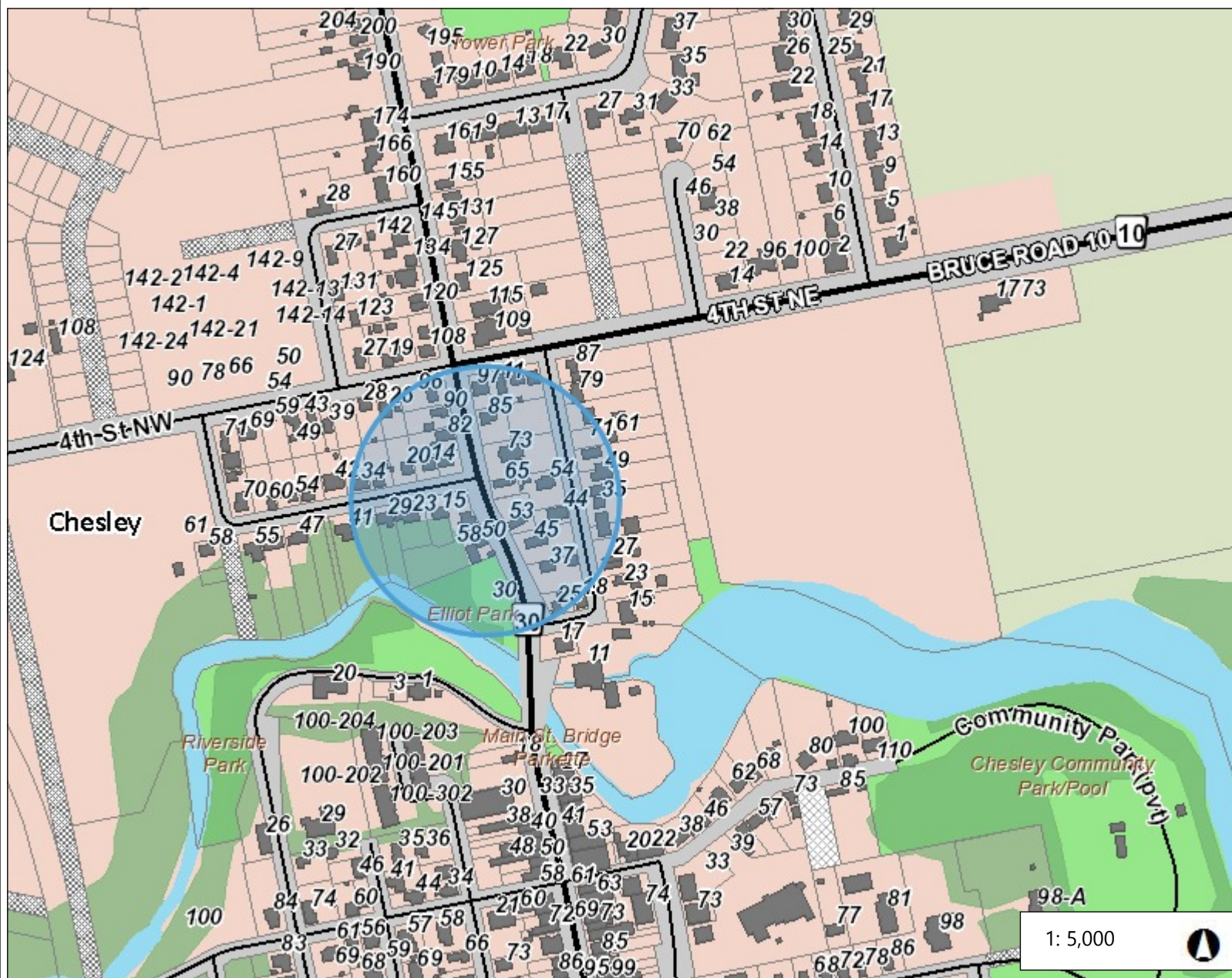
Element #D - Coordinate working with other agencies

Written by: Jim Donohoe, Engineering Manager

Approved by:

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is fluid and cursive, with the first name "Sandra" being the most prominent.

Sandra Datars Bere
Chief Administrative Officer



Legend

- Ferry
- Provincial Highway
- County Road
- Municipal or Other Road
- OBM Building Location
- OBM Building Footprint
- Building Footprint
- Road Allowance/Right-of-way
 - Private Road Allowance
 - Right-of-Way
 - Road Allowance or Condo Road
 - Unopened Road Allowance
- Body of Water
- Evaluated Wetland
- Watercourse
 - Permanent Stream
 - Intermittent Stream
- Road Centrelines
- Provincial Park
- National Park Land Tenure
 - Parks Canada Owned or Managed
 - Park Unopened Road Allowance or Right-of-Way
 - Private Land
 - Indian Reserve Lands
 - Canadian Coast Guard
- Fathom Five
- County Forest Boundary
- County Forest
- Wooded Area
- Conservation Authority Property
- Parkland
- Golf Course
- Body of Water (small scale)

1: 5,000



Notes

0.3 0 0.13 0.3 Kilometers

NAD_1983_UTM_Zone_17N
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

BRUCE COUNTY (CHESLEY), 1ST AVENUE NORTH RECONSTRUCTION (30D)
CONTRACT NO. RFT-BC-TES-20-43
TENDER RESULTS REVIEW & COST SHARING ESTIMATE

Low Bidder summary of Construction Costs

Category	Low Bidder	County	Arran-Elderslie
Road	\$ 339,979.83	\$ 293,384.50	\$ 46,595.33
Storm sewer	\$ 113,177.25	\$ 74,696.99	\$ 38,480.27
Sanitary sewer	\$ 77,546.00	\$ -	\$ 77,546.00
Watermain	\$ 150,193.00	\$ -	\$ 150,193.00
Provisional	\$ 45,645.00	\$ 19,378.53	\$ 26,266.47
Miscellaneous (including contingency)	\$ 87,195.92	\$ 80,551.59	\$ 6,644.33
Sub-total	\$ 813,737.00	\$ 468,011.60	\$ 345,725.40
net HST (1.76%)	\$ 14,321.77	\$ 8,237.00	\$ 6,084.77
Total Construction	\$ 828,058.77	\$ 476,248.60	\$ 351,810.17

BRUCE COUNTY (CHESLEY), 1ST AVENUE NORTH RECONSTRUCTION (30D)
CONTRACT NO. RFT-BC-TES-20-43
TENDER RESULTS REVIEW & COST SHARING ESTIMATE

Item	Description	Qty./Unit	Price	#1 - Moorefield	County	AE
<u>ROADWORK</u>						
1	Clearing					
a)	Trees (all sizes)	1 Ea.	\$ 585.00	\$ 585.00	\$ 585.00	
b)	Shrub (at #50 1st Avenue North)	1 Ea.	\$ 115.00	\$ 115.00	\$ 115.00	
2	Grubbing					
a)	up to 600 mm dia. in size	2 Ea.	\$ 300.00	\$ 600.00	\$ 600.00	
b)	over 600 mm dia. in size	1 Ea.	\$ 600.00	\$ 600.00	\$ 600.00	
3	Earth excavation	1800 m ³	\$ 32.75	\$ 58,950.00	\$ 58,950.00	
4	Dust suppressants and compaction					
a)	Water	180 m ³	\$ 14.00	\$ 2,520.00		\$ 2,520.00
b)	Calcium chloride solid	1.8 t	\$ 1,400.00	\$ 2,520.00	\$ 2,520.00	
5	Site preparation for new lawn area	1 L.S.		\$ 4,100.00	\$ 4,100.00	
6	Granular A	1400 t	\$ 15.25	\$ 21,350.00	\$ 21,350.00	
7	Granular B Type I	2600 t	\$ 12.50	\$ 32,500.00	\$ 32,500.00	
8	Hot Mix Asphalt					
a)	Hot Mix HL-3	230 t	\$ 155.00	\$ 35,650.00	\$ 35,650.00	
b)	Hot Mix HL-8	275 t	\$ 150.00	\$ 41,250.00	\$ 41,250.00	
c)	Hot Mix Miscellaneous (HL-3)	630 m ²	\$ 35.00	\$ 22,050.00	\$ 20,369.79	\$ 1,680.21
9	Removal of bituminous pavement	43 m ²	\$ 5.25	\$ 225.75	\$ 225.75	
10	Adjust existing maintenance holes and catch basins	5 Ea.	\$ 695.00	\$ 3,475.00	\$ 3,475.00	
11	Supply maintenance hole covers and/or catchbasin	1 Ea.	\$ 325.00	\$ 325.00	\$ 325.00	
12	Removal of existing maintenance holes & catch basins					
a)	Maintenance holes	2 Ea.	\$ 190.00	\$ 380.00	\$ 380.00	
b)	Catch basins	4 Ea.	\$ 190.00	\$ 760.00	\$ 760.00	
13	Removal of concrete curb and gutter	50.3 m	\$ 9.75	\$ 490.43	\$ 490.43	
14	Concrete curb and gutter systems					
a)	Concrete curb and gutter (OPSD 600.030)	392 m	\$ 68.00	\$ 26,656.00	\$ 26,656.00	
b)	Concrete curb and gutter (OPSD 600.040)	52 m	\$ 108.00	\$ 5,616.00	\$ 5,616.00	
15	Removal of concrete sidewalk and drives	657 m ²	\$ 10.25	\$ 6,734.25	\$ 6,734.25	
16	Place concrete sidewalk and drives					
a)	Sidewalks (125 mm)	230 m ²	\$ 63.00	\$ 14,490.00		\$ 14,490.00
b)	Sidewalk pad for park bench (125mm)	2.8 m ²	\$ 88.00	\$ 246.40		\$ 246.40
c)	Sidewalks (150 mm)	185 m ²	\$ 77.00	\$ 14,245.00		\$ 14,245.00
d)	Driveway Slab (150 mm)	64 m ²	\$ 84.00	\$ 5,376.00		\$ 5,376.00

Item	Description	Qty./Unit	Price	#1 - Moorefield	County	AE
17	Supply and install detectable warning surfaces	16 Ea.	\$ 215.00	\$ 3,440.00		\$ 3,440.00
18	Topsoil (imported)	1560 m ²	\$ 13.25	\$ 20,670.00	\$ 19,094.95	\$ 1,575.05
19	Sodding (nursery, unstaked)	1560 m ²	\$ 6.50	\$ 10,140.00	\$ 9,367.33	\$ 772.67
20	Removal of concrete steps					
a)	House #37	1 L.S.		\$ 285.00	\$ 285.00	
b)	House #50	1 L.S.		\$ 285.00	\$ 285.00	
21	Place concrete steps					
a)	House #37	1 L.S.		\$ 1,200.00		\$ 1,200.00
b)	House #50	1 L.S.		\$ 1,050.00		\$ 1,050.00
22	Pavement markings					
a)	Yellow solid, 10 cm	1 L.S.		\$ 1,100.00	\$ 1,100.00	
Sub-Total Roadwork --				\$ 339,979.83	\$ 293,384.50	\$ 46,595.33

STORM SEWERS

23	Storm pipe sewers					
a)	300 mm HDPE CSA B182.6 or equivalent	222 m	\$ 240.00	\$ 53,280.00		
24	Catch basins, including frames and grates					
a)	600 mm x 600 mm (OPSD 705.010)	5 Ea.	\$ 2,675.00	\$ 13,375.00		
25	1200mm maintenance holes and maintenance hole catch basins, including frames and grates	5 Ea.	\$ 6,050.00	\$ 30,250.00		
26	Reconnect existing drains and services	30 m	\$ 180.00	\$ 5,400.00		
27	Perforated subdrain including excavation					
a)	Installed in roadbed	285 m	\$ 25.25	\$ 7,196.25		
b)	Installed in trench bottom (OPSD 809.010)	24 m	\$ 17.00	\$ 408.00		
28	Remove existing storm sewer	37 m	\$ 14.00	\$ 518.00		
29	PVC SDR-28 private drain connections,	3.5 m	\$ 380.00	\$ 1,330.00		
30	Private drain connection cleanout	1 Ea.	\$ 135.00	\$ 135.00		
31	Stone Pit	1 L.S.		\$ 1,285.00		
Sub-Total Storm Sewers --				\$ 113,177.25	\$ 74,696.99	\$ 38,480.27

SANITARY SEWERS

32	200 mm PVC SDR-35 sanitary sewer pipe	96.4 m	\$ 245.00	\$ 23,618.00		
33	Maintenance holes					
a)	1200 mm maintenance hole	1 Ea.	\$ 7,100.00	\$ 7,100.00		
b)	1200 mm maintenance hole (MH S4)	1 Ea.	\$ 13,450.00	\$ 13,450.00		
34	PVC SDR-28 sanitary service pipe					
a)	100 mm dia.	27 m	\$ 280.00	\$ 7,560.00		
b)	150 mm dia.	113 m	\$ 180.00	\$ 20,340.00		
c)	Abandon existing service at Sta 0+463±	1 L.S.		\$ 650.00		

Item	Description	Qty./Unit	Price	#1 - Moorefield	County	AE
d)	Abandon two existing services	1 L.S.		\$ 1,285.00		
35	Sanitary sewer service cleanout					
a)	100 mm dia.	5 Ea.	\$ 120.00	\$ 600.00		
b)	150 mm dia.	7 Ea.	\$ 265.00	\$ 1,855.00		
36	Rigid board insulation - 50 mm HI-40	34 m ²	\$ 32.00	\$ 1,088.00		
Sub-Total Sanitary Sewers --				\$ 77,546.00	\$ -	\$ 77,546.00

WATERMAINS

37	PVC DR18 watermain					
a)	150 mm dia.	49 m	\$ 215.00	\$ 10,535.00		
b)	300 mm dia.	188.2 m	\$ 310.00	\$ 58,342.00		
38	Ductile iron fittings					
a)	150 mm dia. gate valves	4 Ea.	\$ 1,350.00	\$ 5,400.00		
b)	300 mm dia. gate valves	3 Ea.	\$ 4,150.00	\$ 12,450.00		
c)	300 x 300 x 150 mm tees	4 Ea.	\$ 965.00	\$ 3,860.00		
d)	150 mm 45° bends	4 Ea.	\$ 350.00	\$ 1,400.00		
e)	300 mm 22.5° bends	1 Ea.	\$ 795.00	\$ 795.00		
f)	300 mm 45° bends	3 Ea.	\$ 830.00	\$ 2,490.00		
g)	Fire hydrants	2 Ea.	\$ 6,325.00	\$ 12,650.00		
h)	Connect to existing watermain	4 Ea.	\$ 2,875.00	\$ 11,500.00		
39	Water service fittings					
a)	19 mm main stops	13 Ea.	\$ 195.00	\$ 2,535.00		
b)	19 mm curb stops	11 Ea.	\$ 576.00	\$ 6,336.00		
c)	19 mm curb stops c/w grounding plate	2 Ea.	\$ 600.00	\$ 1,200.00		
d)	19 mm saddles	13 Ea.	\$ 120.00	\$ 1,560.00		
40	Water Services					
a)	19 mm dia. service tubing (PEX)	139 m	\$ 50.00	\$ 6,950.00		
41	Temporary potable water distribution system	1 L.S.		\$ 8,000.00		
42	Swabbing	1 L.S.		\$ 2,500.00		
43	Remove existing watermain and appurtenances					
a)	watermain including all apurtenances encountered	101 m	\$ 15.00	\$ 1,515.00		
b)	fire hydrant at Sta 0+302±	1 Ea.	\$ 175.00	\$ 175.00		
Sub-Total Watermains --				\$ 150,193.00	\$ -	\$ 150,193.00

PROVISIONAL ITEMS

44	Trench excavation	80 m ³	\$ 20.00	\$ 1,600.00	\$ 1,600.00	
45	Imported granular material in sewer trenches	200 t	\$ 10.75	\$ 2,150.00	\$ 1,986.17	\$ 163.83
46	Supply and place 20 mm dia. stone	200 t	\$ 45.00	\$ 9,000.00	\$ 8,314.20	\$ 685.80
47	Supply and place imported granular bedding	200 t	\$ 17.50	\$ 3,500.00	\$ 3,233.30	\$ 266.70
48	Backfilling of new water services during	4 Ea.	\$ 425.00	\$ 1,700.00		\$ 1,700.00

Item	Description	Qty./Unit	Price	#1 - Moorefield	County	AE
49	Property legal survey bar replacement	3 Ea.	\$ 585.00	\$ 1,755.00	\$ 1,621.27	\$ 133.73
50	Soil sample chemical analysis (ALLOWANCE)	1 L.S.		\$2,500.00	\$ 2,309.50	\$ 190.50
51	Erosion control, catch basin silt sack	4 Ea.	\$ 85.00	\$ 340.00	\$ 314.09	\$ 25.91
52	Remove and replace concrete stairs and handrails	1 L.S.		\$ 23,100.00	\$ -	\$ 23,100.00
Sub-Total Provisional Items --				\$ 45,645.00	\$ 19,378.53	\$ 26,266.47
<u>MISCELLANEOUS ITEMS</u>						
53	Car detour, traffic control and pedestrian safety	1 L.S.		\$ 14,525.00	\$ 13,418.20	\$ 1,106.81
54	Insurance and bonding	1 L.S.		\$ 4,625.00	\$ 4,272.58	\$ 352.43
55	Contingencies (ALLOWANCE)	1 L.S.		\$ 40,000.00	\$ 36,952.00	\$ 3,048.00
56	Lump sum to cover all other requirements	1 L.S.		\$ 28,045.92	\$ 25,908.82	\$ 2,137.10
Sub-Total Miscellaneous Items --				\$ 87,195.92	\$ 80,551.59	\$ 6,644.33
SUB-TOTAL				\$ 813,737.00	\$ 468,011.60	\$ 345,725.40
13% HST				\$ 105,785.81	\$ 60,841.51	\$ 44,944.30
TOTAL TENDER				\$ 919,522.81	\$ 528,853.11	\$ 390,669.70

BRUCE COUNTY (CHESLEY), 1ST AVENUE NORTH RECONSTRUCTION (30D)
CONTRACT NO. RFT-BC-TES-20-43
TENDER RESULTS REVIEW & COST SHARING ESTIMATE

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Storm sewer	\$ 113,177.25	\$ 74,696.99	\$ 38,480.27
Sanitary sewer	\$ 77,546.00	\$ -	\$ 77,546.00
Watermain	\$ 150,193.00	\$ -	\$ 150,193.00
Provisional	\$ 45,645.00	\$ 19,378.53	\$ 26,266.47
Miscellaneous (including contingency)	\$ 87,195.92	\$ 80,551.59	\$ 6,644.33
Sub-total	\$ 813,737.00	\$468,011.60	\$ 345,725.40
net HST (1.76%)	\$ 14,321.77	\$ 8,237.00	\$ 6,084.77
Total Construction	\$ 828,058.77	\$476,248.60	\$ 351,810.17

This Agreement made this day of , 2020.
B e t w e e n:

The Corporation of the Municipality of Arran-Elderslie

(Hereinafter called "Arran-Elderslie")

Of The First Part

- and -

The Corporation of the County of Bruce

(Hereinafter called the "County")

Of The Second Part

Whereas the Spheres of Jurisdiction in the Municipal Act, 2001, S.O. 2001, Chapter 25 empowers Municipalities to enter into agreements relating to highways.

And Whereas the County has jurisdiction over Bruce Road 30 in the Municipality of Arran-Elderslie and wishes to reconstruct a portion of the road.

And Whereas the County arranges cost sharing agreements with lower tier municipalities.

And Whereas Arran-Elderslie and the County wish to identify the responsibilities and costs of each Party concerning the road reconstruction for Bruce Road 30.

Now therefore this agreement witnesseth that in consideration of the mutual terms and covenants hereinafter made and contained, the Parties hereto covenant and agree as follows:

Joint Project Responsibility

1. The Parties acknowledge that:
 - (a) The portion of Bruce Road 30 in the Arran-Elderslie to be reconstructed is under the jurisdiction of the County.
 - (b) The portion of Bruce Road 30 in Arran-Elderslie to be reconstructed is within the municipal boundary of Arran-Elderslie.
 - (c) The work required to reconstruct the portion of Bruce Road 30 in Arran-Elderslie includes portions where the cost is a municipal responsibility.

The Work

2. The work has been tendered in the name of the County.
3. The work related to the portion of Bruce Road 30 in Arran-Elderslie to be reconstructed is generally identified on the set of Drawings prepared by BM Ross Engineering, entitled 'Bruce County (Chesley) 1st Avenue North Reconstruction', Tender No. BCTES 20-43, dated May 15, 2020, copies of which are attached to and form part of this agreement as Schedule 'A'.
4. The work is generally described in 'Bruce County (Chesley) 1st Avenue North Reconstruction', Tender No. BCTES 20-43 Pre-tender Cost Share Estimate', copies of which are attached to and form part of this agreement as Schedule 'B'.

Additional Work

5.
 - (a) Work beyond that identified in paragraphs 3 and 4 shall be considered as 'Additional Work'.
 - (b) 'Additional Work' shall be authorized by the Parties responsible for the payment of the work as per paragraphs 3 and 4.

The County's Responsibilities

6. The County shall be responsible to pay for their own legal costs, if any.

7. The County shall be responsible for their portion of the engineering and contract administration costs. This portion will be based on Arran Elderslie paying for 33.3% of the engineering cost up to a maximum of \$40,000.
8. The County shall arrange for and maintain liability insurance, for the joint benefit of the County, with Arran-Elderslie named as additional insured as against all claims incurred or suffered in connection with the Work as contemplated by this Agreement, which insurance, at a minimum, shall provide coverage with limits of liability not less than Five Million dollars (\$5,000,000) per incident. The County shall satisfy Arran-Elderslie, upon reasonable request that the premiums of such insurance have been paid and that such insurance is in full force and effect. The County shall give thirty (30) days prior written notice of any cancellation or material change in policy terms to Arran-Elderslie which reduces or affects coverage.
9. The County will coordinate all notices regarding the undertaking of the work including notices to those properties affected by the work including access and water supply.
10. The County shall administer and supervise the request for tender and will consult Arran-Elderslie on the works identified as their responsibility and included on the attached set of Drawings, attached as Schedule 'A' and prepared by BM Ross Engineering, entitled 'Bruce County (Chesley) 1st Avenue North Reconstruction', Tender No. BCTES 20-43, dated May 15, 2020.
11. The County shall be responsible to undertake and oversee all work to ensure it is completed as per the design in the attached set of Drawings, attached as Schedule 'A' and prepared by BM Ross Engineering, entitled 'Bruce County (Chesley) 1st Avenue North Reconstruction', Tender No. BCTES 20-43, dated May 15, 2020.

Arran-Elderslie Responsibilities

12. Arran-Elderslie shall be responsible to pay for their respective portion of the work as described in paragraphs 3, 4 and 5.
13. Arran-Elderslie shall be responsible to pay for their own legal costs, if any.
14. Arran-Elderslie shall be responsible for a portion of the engineering and contract administration costs submitted by BM Ross as outlined in clause 7 of this agreement.

Payments

15. The County shall invoice Arran-Elderslie for their share of the costs no later than December 31, 2020.
16. It is agreed that employee labour and equipment costs supplied directly by Arran-Elderslie or the County and related to the work will be absorbed by the Party supplying the labour or equipment without payment by the other Parties.
17. Each Party will indemnify and save the other harmless from claims arising from the project and related to the work in the same proportion as each party is obligated to pay for their share of the work as provided for in this agreement.

Contract Administration

18. The County shall administer and supervise the whole project and will consult and report to Arran-Elderslie as required and when requested.
19. The Parties agree that BM Ross shall be the Consulting Engineer in relation to all the work for this project and will report to the County on all matters related to the work.

Project Ownership

20. The scope of work for this project, which was originally planned in conjunction with Chesley Bridge Replacement, includes water main replacement, sanitary sewer replacement, storm sewer replacement and road reconstruction on 1st Avenue North, Chesley from 2nd Street North East to 4th Street North East.

IN WITNESS WHEREOF the Parties have affixed their respective corporate seals and attested to by the signature of the signing officers of Arran-Elderslie and the County.

Signed, Sealed and Delivered) **The Corporation of the Municipality of Arran-Elderslie**
)
)Per: _____
) Mayor, Steve Hammell
)
)Per: _____
) CAO/Clerk, Bill Jones
)
) We have authority to bind the Corporation.

) **The Corporation of the County of Bruce**
)
)Per: _____
) Warden, Mitch Twolan
)
)Per: _____
) Clerk, Donna Van Wyck
)
) We have authority to bind the Corporation.



Committee Report

To: Warden Mitch Twolan
Members of the Transportation & Environmental Services
Committee

From: Miguel Pelletier
Director of Transportation & Environmental Services

Date: July 9, 2020

Re: Bridge Engineering Services Contract Award

Staff Recommendation:

The report on the Bridge Engineering Services Contract Award is for information.

Background:

The County conducted a request for proposal (RFP) process to hire specialized bridge engineering, site representative, and contract administration services for a contract duration of five years. The contract cost is based on set rates/fees for services to support the approved programs for bridges. The submissions were based on the projected five-year capital program for bridges. Having one engineering source for bridge projects will provide added value to the County in the following areas:

- Consultant has sufficient forecasted volume to dedicate an expert team to the County projects,
- The Consultant will become knowledgeable about the County's bridge portfolio, and
- The Consultant will become knowledgeable about the County's bridge management practices.

The selection process was based on 80% qualification and 20% price. Several competitive submissions were received with the award going to BM Ross and Associates Limited. Submissions were also received from:

- GM Blue Plan,
- Klohn Crippen Berger Limited,
- LEA Consulting Ltd,
- R.J. Burnside & Associates Limited, and
- Tatham Engineering Limited.

This competitively awarded contract will substantially reduce the need to request single sourcing exemption from the purchasing process.

Financial/Staffing/Legal/IT Considerations:

There are no financial, staffing, legal or IT considerations associated with this report.

Interdepartmental Consultation:

The Corporate Services Department/ Purchasing Division was consulted.

Link to Strategic Goals and Elements:

Goal # 5 -Eliminate our own red tape.

Element #A - All work processes designed for the fewest steps and easiest completion

Element #D - Streamline support services - provide services in a holistic manner to the organization

Approved by:

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is fluid and cursive, with the first name "Sandra" being the most prominent part.

Sandra Datars Bere
Chief Administrative Officer



Committee Report

To: Warden Mitch Twolan
Members of the Transportation & Environmental Services
Committee

From: Miguel Pelletier
Director of Transportation & Environmental Services

Date: July 9, 2020

Re: Bridge Condition Assessment Results

Staff Recommendation:

The report Bridge Condition Assessment Results is for information.

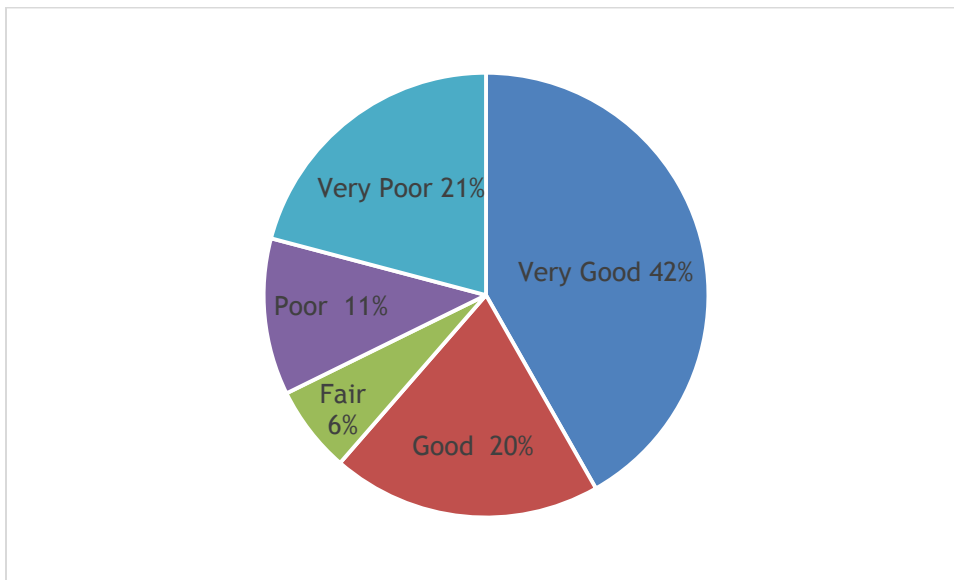
Background:

In accordance with Ontario Regulation 104/97, Standard for Bridges, all 155 County owned bridges (including culverts over 3m) are inspected every two years as per the Ontario Structure Inspection Manual (OSIM). The County appoints specialized Engineers to inspect one half of the County's bridge inventory in one year and the other half in the next. The latest inspections were carried out in 2018 and 2019 providing an assessment of the condition of County bridges. The assessment provides a Bridge Condition Index (BCI) for each bridge that indicates the condition of the bridge with a score between 0 and 100 where 0 indicates poor condition and 100 is excellent condition as defined in the OSIM.

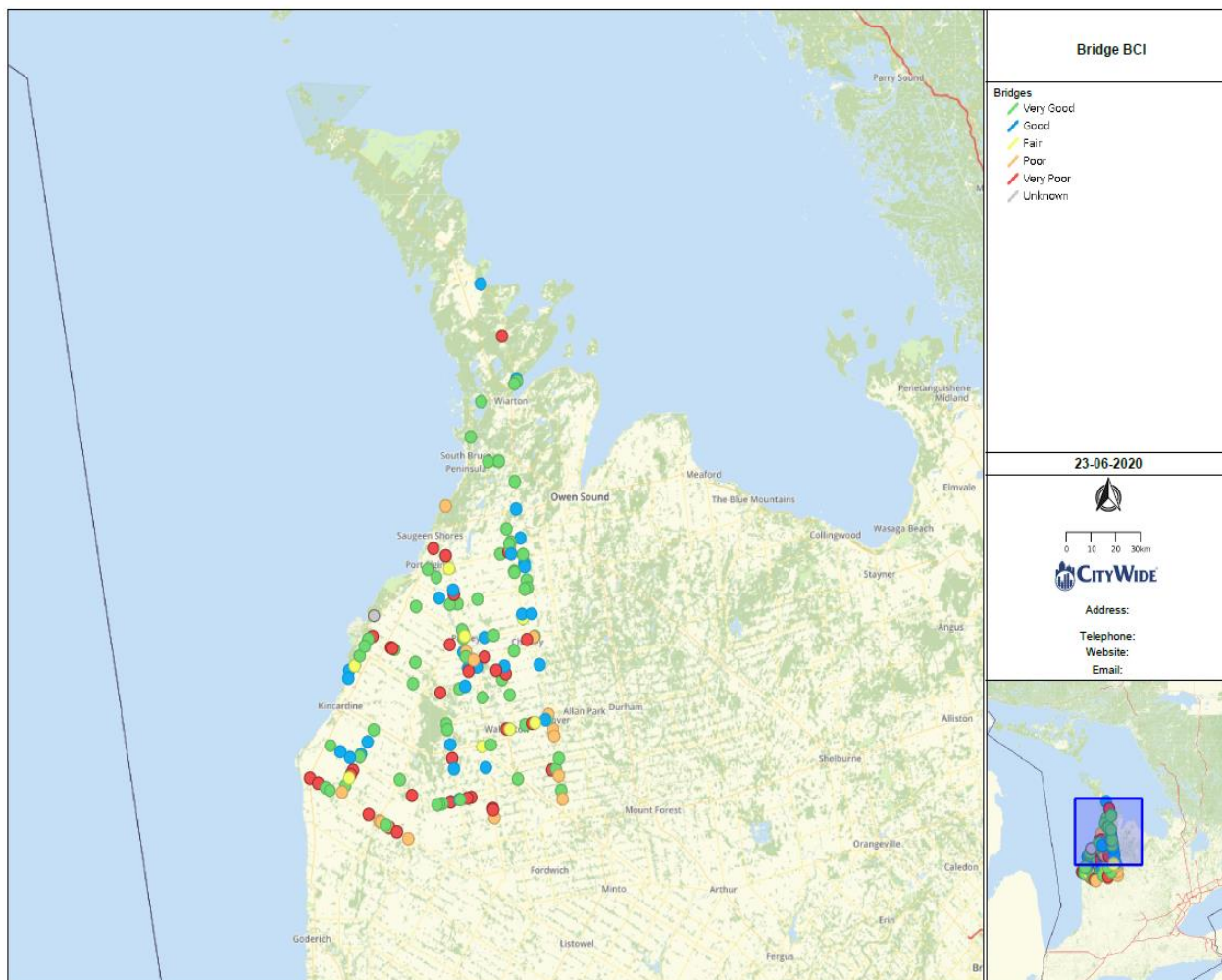
The BCI is a key performance indicator (KPI) in the 2020 Transportation and Environmental Services Business Plan with a target of 65% of our bridges in good or very good. The KPI is currently at 64 % and is expected to increase once the capital bridge projects for 2020 are complete. This goal will be reviewed as part of the 2021 Business Plan process. The average BCI is 61 which borderlines good condition. The condition categories are indicated below:

Condition	BCI
Very Good	>70
Good	60-70
Fair	50-60
Poor	40-50
Very Poor	<40

The chart below indicates the breakdown of the bridge portfolio by quantity in each condition category.



The following map shows the bridge portfolio and the condition category they are in.



The OSIM inspection report also provides recommendations for treatment to the bridge with a view to keeping the bridges in good condition or better. These recommendations are considered when developing the bridge maintenance and capital programs.

In summary, 62% of the County's bridges are in good or better condition. The current bridge capital funding strategy proposes a 2% increase annually to maintain the bridge portfolio at the 65% mark. The number of bridges in very poor condition category indicates that there will be a near term requirement to invest in major reconstruction or replacement projects to avoid extending bridge load restrictions, lowering the bridge load restriction, or, in the worst case scenario, closing the bridge. This has been identified in the Five-year capital bridge program. The bridge portfolio has been reassessed and 8 bridges that are in the very poor category have been identified as candidates for closure and/or removal as presented to this Committee on December 19, 2020. To get closer to 100% of bridges in good condition or better status, a long-term strategy (20 years or more) will be required to adjust the funding and resource allocation to close the infrastructure gap.

Financial/Staffing/Legal/IT Considerations:

The information from this report will be included in the Transportation and Environmental Services business planning and budget process for 2021 and will include a strategy to close the infrastructure gap.

There are no staffing, legal or IT considerations associated with this report.

Interdepartmental Consultation:

Not applicable

Link to Strategic Goals and Elements:

Goal #6 - Explore alternate options to improve efficiency, service.

Element #B - Develop system for measuring our processes and their successful desired outcome

Approved by:

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is fluid and cursive, with a large loop at the end.

Sandra Datars Bere
Chief Administrative Officer