



CITY OF HAMILTON

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
Growth Management Division

TO: Chair and Members Planning Committee	WARD(S) AFFECTED: Ward 11
COMMITTEE DATE: April 5, 2011	
SUBJECT/REPORT NO: City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment Relating to Funding Provided under the 2010-2011 Innovative Source Control Stormwater Management for Business or Industrial Park Development Program (PED11066) (Ward 11)	
SUBMITTED BY: Tim McCabe General Manager Planning and Economic Development Department	PREPARED BY: Mark Inrig (905) 546-2424, Ext. 4303
SIGNATURE:	

RECOMMENDATION

- (a) That the by-law, attached as Appendix “A” to Report PED11066, which authorizes the City to enter into a Grant Funding Agreement with the Ontario Minister of the Environment related to a funding commitment made by the Province of Ontario to the City of Hamilton under the Innovative Source Control Stormwater Management for Business or Industrial Park Development Program, be passed and enacted.
- (b) That the General Manager of Planning and Economic Development or delegate be authorized to execute the Grant Funding Agreement, attached as Appendix “B” to Report PED11066.
- (c) That the City Clerk be authorized and directed to forward a certified copy of the said By-Law to the Ontario Ministry of Environment.

Subject: City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment Relating to Funding Provided under the 2010-2011 Innovative Source Control Stormwater Management for Business or Industrial Park Development Program (PED11066) (Ward 11) - Page 2 of 6

EXECUTIVE SUMMARY

The City of Hamilton has made an application to the province for a funding grant in the amount of \$35,000 to allow the City to conduct a project and document its findings on Low Impact Development (LID) features for stormwater management in business and industrial park development. This type of Low Impact Development directs rain water away from the traditional discharge into storm sewers. Instead, features are incorporated into the site, such as, rain gardens and permeable pavements, as well as the collection of roof top rain water (grey water) into cisterns for reuse as landscape watering and toilet flushing. Run-off from severe storms are managed through grass swales, centralized dry ponds for flood control, and bio retention soils are incorporated into the site to allow infiltration of stormwater into the soil to maintain the hydrological cycle.

The Province has approved the City's application for a funding grant at the Canada Bread industrial site located on the south/east corner of Twenty Road and Nebo Road in Glanbrook, subject to the City entering into a Grant Funding Agreement with the Province. Under the terms of the agreement, the City will be required to document its findings from the LID project and submit those findings to the Province, so that the Province may incorporate this information into a Provincial guideline that can be used by other municipalities for LID development in business and industrial park development.

The City has retained the services of AMEC consulting engineers to assist with the project study. AMEC has prepared a scope of works for the project which is within the limits of the funding grant approved by the Province, but will require minor adjustments to the timelines and some work items under the Grant Funding Agreement. There is no cost to the City other than in-kind incidental staff time to monitor and over-see the project progress.

Participation in this project by the City will help to make significant contributions to LID features in business and industrial park development by driving innovation, improve water quality and reduce the impact of stormwater run-off on the environment.

The City requires a by-law to be placed before Council for enactment which authorizes the City to execute the Grant Funding Agreement with the Province.

Alternatives for Consideration – See Page 5

Subject: City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment Relating to Funding Provided under the 2010-2011 Innovative Source Control Stormwater Management for Business or Industrial Park Development Program (PED11066) (Ward 11) - Page 3 of 6

FINANCIAL / STAFFING / LEGAL IMPLICATIONS

Financial: The funding grant (\$35,000) to be provided by the Province in accordance with the Grant Funding Agreement will be used by the City to pay the consulting engineer's (AMEC's) fees to carry out the LID project analysis and prepare documentation for the Province. The consultant has submitted a work plan to the City which is within the limits of funding to be provided by the Province for the LID project. There is no financial impact to the City to participate in this project, other than in-kind incidental staff time to co-ordinate and monitor the project.

Staffing: The existing staff complement is sufficient to fulfil the staff resource requirements for the project.

Legal: There are no legal implications with regard to the by-law and Grant Funding Agreement attached to Report PED11066.

HISTORICAL BACKGROUND

Located on the south/east corner of Nebo and Twenty Roads at 745 Nebo Road, in Glanbrook, Canada Bread is a 33,453m² industrial bakery facility developed in 2010 under site plan application DA-10-041. There are watermains and sanitary sewers existing within the right-of-way abutting the property, but no storm sewer available to service the subject lands. These lands are located within the Upper Hannon Creek Sub-watershed area which drains into Hamilton Harbour. This area has a Remedial Action Plan to restore the health of the harbour by reducing the amount of sediment entering the harbour and Lake Ontario by improving stormwater quality. Construction of the bakery facility building, as well as the surrounding 275 space parking lot and 28 space loading area resulted in re-alignment of a portion of the existing water course, as well as a substantial increase in the imperviousness of the site. As condition of site plan approval, the applicant was required to provide on-site stormwater management facilities for quality, erosion and quantity control to ensure that the new development did not have any flooding impacts on neighbouring properties both upstream and downstream of the site due to the absence of a municipal storm sewer.

The applicant has taken this development opportunity to incorporate landscape based facilities for managing stormwater run-off. These features are generally referred to as Low Impact Development (LID) and will include rain gardens and bio-retention swales, as well as the collection of roof top rain water (grey water) into cisterns for reuse as landscape watering and toilet flushing. Run-off from severe storms that will flow to the

Subject: City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment Relating to Funding Provided under the 2010-2011 Innovative Source Control Stormwater Management for Business or Industrial Park Development Program (PED11066) (Ward 11) - Page 4 of 6

road allowances will be managed through grass swales, centralized dry ponds for flood control and bio retention soils will be incorporated into the site to allow infiltration of stormwater into the soil to maintain the hydrological cycle.

The City of Hamilton is a member of the Great Lakes and St. Lawrence Cities Initiative (GLSLCI) which is a bi-national coalition of mayors and other local officials who work actively with Federal and Provincial governments to advance the protection and restoration of the Great Lakes and St. Lawrence River. Stormwater management and climate change are key issues for the GLSLCI members. Presently, there is a need for development of municipal programs for better managing stormwater run-off in industrial and business parks. In that regard, the City has applied to the Province for a funding grant to conduct a study on the LID features incorporated into the Canada Bread site. AMEC, an independent consulting engineering company has been retained by the City to create the scope of work and carry out the project study. The Province has agreed to provide funding to the City in the amount of \$35,000, subject to the City entering into a Grant Funding Agreement whereby, the City will agree to document its experience with LID for the purpose of providing the Province with information which the Province can use to create a provincial guideline to encourage other municipalities to incorporate LID features in their business and industrial parks.

Before the City can enter into the Grant Funding Agreement with the Province for this project, a by-law must be enacted by Council, authorizing execution of the Grant Funding Agreement by the City.

POLICY IMPLICATIONS

This project and the benefits that will result in the implementation of the LID features including: roof top storage, drainage and grade improvements, and the permanent removal of “significant threat” activities, demonstrates excellence in environmental stewardship. The program will enhance the natural environment while ensuring a safe and controlled discharge of stormwater run-off water. The culmination of the program will be showcased as a demonstration of Provincial and Municipal efforts to assess, identify and mitigate drinking water source threats in compliance with the Ontario Water Opportunity and Water Conservation Act.

RELEVANT CONSULTATION

The Legal Services Division has provided the legal review of the Grant Funding Agreement and related authorizing by-law.

Subject: City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment Relating to Funding Provided under the 2010-2011 Innovative Source Control Stormwater Management for Business or Industrial Park Development Program (PED11066) (Ward 11) - Page 5 of 6

ANALYSIS / RATIONALE FOR RECOMMENDATION

The Grant Funding Agreement enables the City of Hamilton to participate in and make significant contributions to LID features for business and industrial park development. This project also enables the City to be a contributor to the Province by assisting the Province in developing a Provincial guideline that can be used by other municipalities for source control of stormwater management for business or industrial park development.

ALTERNATIVES FOR CONSIDERATION

The City is using the Canada Bread development as an opportunity to deviate from the alternative of 'business as usual' approach where rain water is directed to existing storm sewers to a more environmentally beneficial alternative of incorporating LID features in business and industrial development park lands. The latter and more sustainable alternative inspires creative design for stormwater management, enhances intergovernmental partnerships, establishes the City as an innovator in LID design features and will ultimately lead to a Provincial guideline document for other municipalities which the City will be recognized as a participating contributor.

CORPORATE STRATEGIC PLAN

Focus Areas: 1. Skilled, Innovative and Respectful Organization, 2. Financial Sustainability, 3. Intergovernmental Relationships, 4. Growing Our Economy, 5. Social Development, 6. Environmental Stewardship, 7. Healthy Community

Skilled, Innovative & Respectful Organization

- ◆ A culture of excellence.
- ◆ More innovation, greater teamwork, better client focus.
- ◆ An enabling work environment - respectful culture, well-being and safety, effective communication.
- ◆ Opportunity for employee input in management decision making.
- ◆ Council and SMT are recognized for their leadership and integrity.

This opportunity demonstrates the leadership and integrity of Staff and Council in engaging in Provincial programs aimed at improving the sustainability and management of stormwater run-off.

Subject: City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment Relating to Funding Provided under the 2010-2011 Innovative Source Control Stormwater Management for Business or Industrial Park Development Program (PED11066) (Ward 11) - Page 6 of 6

Financial Sustainability

- ◆ Delivery of municipal services and management capital assets/liabilities in a sustainable, innovative and cost effective manner.
- ◆ Sustainable Tri-party Government Agreement.

This funding program harnesses Provincial dollars to work for the citizens of Hamilton, and makes the most of the City's contributions in terms of in-kind project management and land management improvements.

Intergovernmental Relationships

- ◆ Acquire greater share of Provincial and Federal grants (including those that meet specific needs).
- ◆ Maintain effective relationships with other public agencies.

This program is a provincially funded Grant Program.

Environmental Stewardship

- ◆ Natural resources are protected and enhanced.
- ◆ Aspiring to the highest environmental standards.

The program is specifically aimed at enhancing the environmental well-being in the area surrounding business and industrial parks.

Healthy Community

- ◆ Plan and manage the built environment.
- ◆ Adequate access to food, water, shelter and income, safety, work, recreation and support for all (Human Services).

APPENDICES / SCHEDULES

- Appendix "A": Draft By-law between the City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment
- Appendix "B": Grant Funding Agreement

MI:tl
Attachs. (2)

Authority: Item [REDACTED]
Planning Committee
Report: 11- [REDACTED]
CM: [REDACTED]

Bill No. [REDACTED]

CITY OF HAMILTON

BY-LAW NO. 11- [REDACTED]

To Authorize the Execution of an Grant Funding Agreement between the City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment Relating to Funding Provided under the Innovative Source Control Stormwater Management for Business or Industrial Park Development Program

WHEREAS The City of Hamilton is entitled to enter an agreement to provide services under a program established and administered by the Province of Ontario pursuant to Section 22 subsection (1) of the Municipal Act, 2001, as amended;

AND WHEREAS the Council of the City of Hamilton deems it advisable to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment related to funding provided to the Municipality under the Innovative Source Control Stormwater Management for Business or Industrial Park Development Program.

NOW THEREFORE the Council of the City of Hamilton enacts as follows:

1. The General Manager of Planning and Economic Development or delegate is hereby authorized to execute an agreement between the City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment with respect to a grant from the Province of Ontario to the City Of Hamilton for the purposes of the Innovative Source Control of Stormwater for Business or Industrial Park Development Program.
2. This bylaw shall come into effect forthwith upon its enactment.

3. This bylaw may be cited for all purposes as "City of Hamilton/ Minister of the Environment Grant Funding Agreement By-law No. [REDACTED]."

PASSED this [REDACTED] day of [REDACTED], 2011.

R. Bratinia
Mayor

R. Caterini
City Clerk

GRANT FUNDING AGREEMENT

**Innovative Source Control Stormwater Management for Business or Industrial Park
Development**

THE AGREEMENT is effective as of January 13, 2011.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the **Minister of the Environment**

(the "**Province**")

- and -

CITY OF HAMILTON

(the "**Recipient**")

Background:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

Consideration:

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

ARTICLE 1
INTERPRETATION AND DEFINITIONS

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 the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

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

"2007 COA" means the Canada-Ontario Agreement Respecting the Great Lakes Basin

Ecosystem, effective the 25th day of June, 2007, as the same may be amended from time to time, being the agreement which formally documents the continued cooperative efforts of the Parties thereto to protect and clean up the Great Lakes.

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 32.2.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1

"Force Majeure" has the meaning ascribed to it in Article 26.

"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.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees.

"Maximum Funds" means \$35,000.00.

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "A".

"Reports" means the reports described in Schedule "D".

"Timelines" means the Project schedule set out in Schedule "A".

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

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

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement with the Province

2.3 Governance. The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7, and
- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 Supporting Documentation. Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

**ARTICLE 3
TERM OF THE AGREEMENT**

3.1 Term. The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2012 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

**ARTICLE 4
FUNDS AND CARRYING OUT THE PROJECT**

4.1 Funds Provided. The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) may terminate the Agreement pursuant to section 13.1.

4.3 Use of Funding and Project. The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.9 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

**ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

**ARTICLE 6
CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) 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 to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would

interpret as either an actual, potential or perceived conflict of interest; and

- (b) comply with any terms and conditions that the Province may reasonably prescribe as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1, any other reports requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form reasonably requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 No control of Records. No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project using the statement provided below:

"This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material."

- 8.2 **Publication.** The Recipient shall indicate, in any publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province as set out above.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province and its agents, appointees and employees.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;

- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation, termination or material change.

11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not be required to provide additional Funds to the Recipient.

ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 Events of Default. Each of the following events shall constitute an "Event of Default":

- (a) 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:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of 60 days or more.

14.2 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;
- (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 installments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default by providing Notice to the Recipient of:

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

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice 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 initiate any one or more of the actions provided for in sections 14.2 (a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money due to the Province from the Recipient; or
- (b) The Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by

the Recipient and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1

ARTICLE 18 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of the Environment
Land and Water Policy Branch
135 St. Clair Avenue W. 6th Floor
Toronto, Ontario M4P 1P5

Attention: Henry Jun, Senior Policy Analyst

Fax: 416-314-3924

To the Recipient:

City of Hamilton
Growth Management Division, Planning
& Economic Development Department
71 Main Street W., 6th floor, Hamilton,
ON, L8P 4Y5

Attention: Sally Yong-Lee, P.Eng.,
Acting Manager, Infrastructure Planning

Fax: 905-540-6412

- 18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

- 18.3 **Postal Disruption.** Despite section 18 2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

**ARTICLE 19
CONSENT BY PROVINCE**

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

- 20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 21
WAIVER**

- 21.1 **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 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in Ontario.

**ARTICLE 25
FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall 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 its full extent

**ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 26.1 **Force Majeure Means.** Subject to section 26.3, "Force Majeure" means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 26.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 26.1.
- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees;
 - (b) any event that a diligent Party could reasonably have been expected to.
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.
- 26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 27
SURVIVAL**

- 27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4 6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2 (d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 31, 32 and 33, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines,
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment; and
- (d) Schedule "D" - Reports.

ARTICLE 29 STEERING COMMITTEE

- 29.1 **Formation.** The Recipient shall form a Project steering committee; the composition of which shall include a minimum of one (1) representative of the Recipient and a minimum of two (2) other persons, such as a representative of the Province, as the Recipient in its sole discretion determines appropriate. The steering committee shall review, discuss and evaluate any aspect of the Project.
- 29.2 **Composition.** The composition of the Steering Committee shall be structured by the Recipient so that the representatives of the Province do not constitute the majority of the members of the Committee. It is expressly agreed to and understood that no one (1) representative on the Steering Committee will have sole control or veto power over the Steering Committee
- 29.3 **Meetings.** The Steering Committee shall meet from time to time and on a reasonably frequent basis. At a minimum, the Steering Committee shall meet quarterly. Meetings shall be held at such time and in such place as the Recipient may direct and may be by teleconference.
- 29.4 **Oversight.** The Recipient may seek guidance and direction from the Steering Committee where the Recipient is in doubt as to how to proceed with any part of the Project and before making any request to the Province for the modification, expansion, curtailment or reduction of any part of the Project.

ARTICLE 30 COUNTERPARTS

- 30.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 31
JOINT AND SEVERAL LIABILITY**

31.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**ARTICLE 32
RIGHTS AND REMEDIES CUMULATIVE**

32.1 **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.

**ARTICLE 33
ENTIRE AGREEMENT**

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

33.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement as of the Effective Date.

HER MAJESTY THE QUEEN in right of Ontario
as represented by the Minister of the Environment

CITY OF HAMILTON

Name: Sharon Bailey
Title: Director, Land and Water Policy Branch

Name: Sally Yong-Lee
Position: Acting Manager, Infrastructure Planning

I have authority to bind the Recipient.

Name: Richard Raeburn-Gibson
Title: Great Lakes/COA Divisional Lead

Pursuant to delegated authority

SCHEDULE "A"

PROJECT DESCRIPTION AND TIMELINES

A1. DEFINITIONS

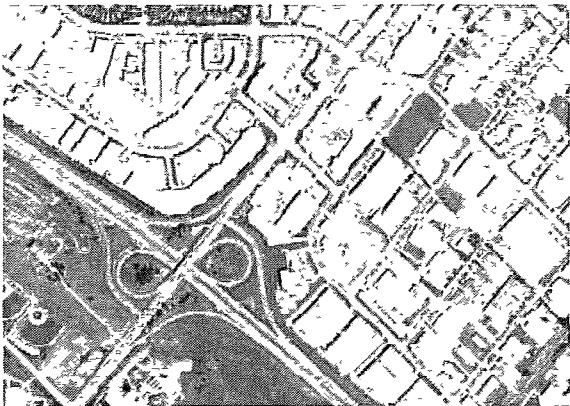
In Schedule "A" the following words shall have the following meanings:

"GLSLCI" means the Great Lakes and St. Lawrence Cities Initiative

"IC&I" means industrial, commercial and institutional

A2. BACKGROUND

In Ontario, municipalities are responsible for managing the urban stormwater generated from their communities. Urban communities have residential areas and industrial, commercial and institutional ("IC&I") facilities. In some cases, the IC&I facilities are clustered in segregated areas that are sometimes referred to as business or industrial parks. Often, stormwater from these highly impervious areas are collected in municipal storm sewers and discharged in nearby streams and lakes. The stormwater may carry and discharge contaminants such as suspended solids, phosphorous, bacteria, metals and organic chemicals. The storm events pose a potential risk of water pollution, urban flooding and stream erosion that may also pose potential safety and/or financial risk for businesses, municipalities and the public. The increased intensity and frequency of future storm events associated with the changing climate is anticipated to exacerbate the risks.



The photo (source: Google) shows Highway 403 and Dundas Street area with many "big box" retail stores, movie theatre, restaurants, light industries and other businesses. The numerous roofs, parking lots and roads contribute significantly to run-off during storm events. They also represent significant opportunities for innovative stormwater management at the source.

"Source control" refers to managing rainwater where it falls, on individual lots or nearby in the neighbourhood, typically alongside roads. Source control facilities rely on stormwater reuse, infiltration,

evaporation and vegetation to reduce flows and treat for contaminants.

Stormwater can be reused for flushing toilets or watering the landscape. Other opportunities may include non-potable water use as wash water, cooling/heating water or process water by businesses or industries. Landscape based facilities for managing stormwater is referred to as Low Impact Development ("LID"). LID uses landscape facilities to manage runoff, improve water quality and promote trees and green space enjoyed by people. Examples of LID facilities or practices include green roofs, rain barrels, rain gardens and permeable pavement. Pollution prevention and reusing stormwater as an alternative source of water are key principles of source control.

The Recipient is developing a 25 hectare business park known as the Red Hill Industrial

Business Park. The Recipient has taken this development opportunity to innovate from the “business as usual” of accepting all business/industrial source stormwater for management through municipal storm sewers and ponds. The Recipient has encouraged or required practices such as stormwater reuse, rooftop detention and LID features such as rain gardens, and permeable pavements. The run-off from severe storm events (up to 1 in 100 return storm) that will flow to the road rights of way will be managed through grassed swales and centralized dry pond for flood control. The change from business as usual required review of and changes to municipal practices and requirements, cross-cutting discussions with several municipal departments, and council endorsement/approval. While the business park and the individual lots are still under construction, much can be learned from the Recipient’s experience to date on changes required to municipal procedures, programs, incentives and requirements to encourage, negotiate or require stormwater source control on the lot.

The City of Guelph is another innovator that is developing a 270 hectare industrial park named the Hanlon Creek Business Park with source control requirements to meet block-specific groundwater recharge targets, both conventional storm sewers and vegetated conveyance swales and stormwater management ponds. Also, industrial sites in the Hanlon and the nearby Southgate Business Parks in Guelph provides for the on-site management of 1 in 100 year return storm event based on the highly permeable soil found in the area and undulating moraine topography and absence of a receiving surface water body. Similar to the Recipient, the City of Guelph has and is continuing to review municipal procedures, programs, incentives and requirements to encourage, negotiate or require stormwater source control on the lot.

The Recipient is also a member of the Great Lakes and St. Lawrence Cities Initiative (“GLSLCI”). GLSLCI is a binational coalition of mayors and other local officials that works actively with federal, state, and provincial governments to advance the protection and restoration of the Great Lakes and the St. Lawrence River. Stormwater management and climate change are key issues for the GLSLCI members.

The *Water Opportunity and Water Conservation Act*, which was recently passed, can drive innovation, create economic opportunities, sustain water infrastructure and promote water conservation. Stormwater reuse and LID technologies or practices are anticipated as key opportunities for innovation.

Business or industrial parks are highly impervious and contribute to significant stormwater run-off. Overall, there is a need for municipal programs and development decisions for strengthening the sustainability of business or and industrial parks by better managing stormwater at the source. The Recipient, with Ministry assistance, has negotiated in-kind contribution with partners, including the City of Guelph (“Guelph”) and the GLSLCI to assist in the completion of the project. The table below illustrates the contributions of the partners.

Project Work	Provincial Grant	Participants’ Contributions (Non-Monetary)
Form and lead a study steering committee.		In-kind by Recipient
Project management		In-kind by Recipient and GLSLCI
Complete the study and the study report	\$35,000	In-kind by Recipient and Guelph
Publicly post report(s) on web site		In-kind by Recipient
Training session for other municipalities		In-kind by GLSLCI
Total	\$35,000	

A3. PROJECT OBJECTIVE

Under this Grant Funding Agreement, the Recipient is responsible to conduct a project in which it will document the municipal role and experience on the development of business or industrial parks including stormwater management at the source (the "Project"). The document will contribute to a toolkit which may assist the Recipient and other municipalities in developing or approving a business or industrial park.

A4. RECIPIENT OBLIGATIONS

The Recipient will manage and complete the Project to meet the Project Objective Section A3., which includes completion of the following work or tasks:

1. Seek additional funding or in-kind contributions as necessary to assist in the completion of the project.
2. Form and manage a Steering Committee, which includes project participants as members, in accordance with Article 29
3. Seek expert services as necessary for the completion of the Project following the Recipient's procurement policy titled *Professional and Consulting Services Roster for the City of Hamilton*.
4. Develop and implement a project workplan for documenting the following with respect to stormwater source control in development of business or industrial parks of the Recipient, Guelph and other sources (e.g., as appropriate, reference materials, web searches, other municipalities, industries, conservation authorities or consultants):
 - a. Review and consider the knowledge and experience gained through the Red Hill Industrial Business Park in Hamilton and the Hanlon Creek Business Park in Guelph as it pertains to the Project.
 - b. Review and consider the Draft Eco-Industrial Design Guidelines for the Airport Employment Growth District of the Recipient as it pertains to the Project.
 - c. Review Hamilton and Guelph's (and where possible other municipalities') current municipal framework of policies, programs, procedures (e.g. planning, by-laws, permitting, development charges, fees, incentives, approaches) and other factors involved in the development of a business or industrial park, with emphasis on stormwater management.
 - d. Coordinate the identification of issues and potential solutions with participating municipalities and municipal departments (e.g. engineering, planning, operations, landscaping, economic development, road or public works departments), for example, through interviews/surveys/workshop as appropriate.
 - e. Review and assess the municipal knowledge-base and staff capacity knowledge of the engineering or other departments related to introduction of source control stormwater management for business or industrial park development for the Recipient and Guelph.
 - f. Summarize the key factors and steps for the Recipient and Guelph communicating the rationale or benefits for collaboration on a new approach for stormwater management for business or industrial parks with municipal departments, municipal council and developers/businesses.

- g. Review the pros and cons of source control measures considered.
 - h. Summarize municipal policies, programs, procedures that were developed to encourage, negotiate or require stormwater source control in the development.
 - i. Summarize the status/results of the developments to date, including lessons learned and what might be done differently.
 - j. Provide preliminary cost estimates and high level cost-benefit analysis for the municipality and the businesses and industries for the development of a business or industrial park or properties. Summarize the potential credits for the municipality and the businesses/industries for the development and implementation of source control stormwater management on the private lots.
 - k. Describe municipal tools available under provincial legislations (e.g. *Municipal Act, Planning Act, Building Code Act, Ontario Water Resources Act*), other legislations or best practices that were or can be utilized to develop and implement a mandatory or voluntary program for business or industrial parks with source control stormwater management. Identify potential gaps.
5. Complete interim, draft and final Development Study Report on the development of business or industrial parks with source control stormwater management based on the completion of the workplan.
 6. Present the Development Study Report and its findings to the Steering Committee.
 7. Make the Development Study Report publicly available on the Recipient's public web site for at least five years.
 8. Disseminate information on the development of business or industrial park with source control stormwater management based on the Study report to several other Ontario municipalities through a workshop or webinar of minimum one half-day duration.
 9. Develop a municipal policy and infrastructure design criteria document for source control on IC&I and infill developments for the Recipient and present the document to the City of Hamilton staff and the Steering Committee.

A4.1 Timelines

The following are the timelines for the Project:

Project Initiative (Work)	Date
Seek participants for additional funding or in-kind contributions	Jan. 13, 2011 to Sep. 1, 2011
Form and manage a Steering Committee	Jan. 13, 2011 to Sep. 1, 2011
Seek expert services as necessary	Jan. 13, 2011 to Sep. 1, 2011
Develop a workplan	Jan. 13, 2011 to Feb. 1, 2011
Apply the workplan	Feb. 1 to Sep. 1, 2011
Complete an interim Study Report	March 1, 2011
Complete a draft Study Report	July 1, 2011
Complete a final Study Report	September 1, 2011
Present the final Study Report to the Steering Committee	September 15, 2011

Post the final Study Report on the Recipient's public web site	October 1, 2011
Training session for other municipalities	December 1, 2011

A4.2 Project Participants

The Project will be undertaken by the following participants/project team members:

Participant Name & Title	Organization	Role / Responsibility
Monir Moniruzzaman, P.Eng., Project Manager, Infrastructure Planning Growth Management Division	Recipient	Grant Recipient. Project completion, including project management and procurement of consulting services. Form and lead Steering Committee. Coordinate municipal needs and perspectives.
Colin Baker, P.Eng., Environmental Engineer, Engineering Services, Community Design and Development Services	Guelph	Provide information and assist the Recipient as required. Member of the Steering Committee. Coordinate municipal needs and perspectives.
Nicola Crawhall, Deputy Director	GLSLCI	Provide project coordination and assist project management. Member of Steering Committee. Coordinate municipal needs and perspectives. Provide training for other municipalities.

SCHEDULE "B"

BUDGET

ELIGIBLE EXPENDITURE	FUNDS
Preparation of the Project workplan under the Recipient Obligations Section A4.	Up to \$3,000
Management and completion of the Project to meet the Recipient Obligations Section A4., which includes completion of tasks from #1 to #10, but excluding the preparation of the Project workplan; the completion of the Study Report and the development of Recipient's municipal policy and infrastructure design criteria document).	Up to \$30,000
Completion of the Study Report under the Recipient Obligations Section A4.	Up to \$5,000
Development of Recipient's municipal policy and infrastructure design criteria document under the Recipient Obligations Section A4.	Up to \$5,000
TOTAL	\$35,000

SCHEDULE "C"
PAYMENT SCHEDULE

Pursuant to Section 4.1(b) of the Agreement, the following is the payment schedule:

MILESTONE	AMOUNT
Following Province execution of Agreement evidencing approval of Recipient Project application	\$15,000.00
Following the preparation of a workplan	\$10,000.00
Following Province approval of an acceptable interim progress report including financial statements signed as indicated in Schedule D	\$10,000.00
TOTAL	\$35,000.00

SCHEDULE "D"
REPORTS

Name of Report	Due Date
1 Acquisition report	Immediately following selection of preferred proponent through a procurement process that meets the Recipient's Procurement Policy
2. Additional Funding Reports	An on-going obligation of the Recipient following the Recipient's receipt of additional funding for the Project
3. Interim Progress Report	March 1, 2011
4 Financial Progress Report	March 1, 2011
5. Final Report	December 31, 2011
6. Other Reports as specified from time to time	On a date or dates specified by the Province.

Report Details

1. The Acquisition Report will set out:

- (i) a description of the competitive process followed to acquire supplies and equipment;
- (ii) a summary of the bids submitted;
- (iii) Justification for the selection of the preferred proponent which evidences value for money;
- (iv) set out preferred proponent's price for the supplies and equipment;

2. The Additional Funding Reports will set out:

- (i) names of other funding parties and details of their financial contributions including amount and brief description of work covered.

3. The Interim Progress Report will set out:

- (i) actions undertaken to the date of the report and how they relate to the objectives of the Project;

- (ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;
- (iii) set out any variances from the Project schedule, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives; and
- (iv) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province.

4. The Financial Progress Report will set out:

- (i) an interim accounting of all Project expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, or as otherwise agreed to by the Province confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (ii) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization; and
- (ii) whether or not the Project as described in the Agreement can be completed

5. The Final Report will:

- (i) discuss Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;
- (ii) include a final accounting of all Project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, or as otherwise agreed to by the Province, confirming actual Project expenditures and providing an explanation for any variances from the Budget,
- (iii) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (iv) include a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization, and
- (iv) include a statement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province confirming Recipient compliance with the terms and conditions of the Agreement.

6. Other Reports:

- (i) the Province will specify the timing and content of any other Reports as may be necessary.