

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2007 - 11

Being a by-law to authorize execution by the Reeve and CAO/Administrator of an agreement between the municipality and Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF) Asset Management Program.

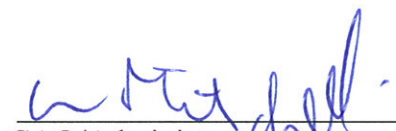
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Canada-Ontario Municipal Rural Infrastructure Fund, which Agreement is attached hereto as Schedule "A".
2. **SCHEDULE "A"**
Schedule "A" forms part of this by-law.

PASSED in open Council this 10th day of July, 2007.



Reeve



CAO/Administrator



**CANADA – ONTARIO MUNICIPAL RURAL INFRASTRUCTURE FUND (“COMRIF”)
PROGRAM**

FUNDING AGREEMENT FOR ASSET MANAGEMENT PROGRAM (AMP) PROJECT

Ministry of Agriculture, Food and Rural Affairs
File Number: 18056

THIS AGREEMENT made in triplicate as of the 10th day of July, 2007.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs
(referred to herein as the “Ministry”)

A N D: **THE CORPORATION OF THE TOWNSHIP OF PRINCE**
(referred to herein as the “Recipient”)

WHEREAS the Government of Ontario is investing in Ontario’s infrastructure;

AND WHEREAS the purpose of COMRIF is to improve and renew public infrastructure in Ontario’s small urban and rural communities with populations of less than 250,000;

AND WHEREAS the priority for COMRIF is improving water, sewage treatment, waste management and local roads and bridges;

AND WHEREAS the objectives for COMRIF include ensuring that sustainable infrastructure investments enhance and renew Ontario’s aging public infrastructure, improve the quality of the environment; protect the health and safety of citizens; support long-term economic growth; and build strong, sustainable communities by giving municipalities the tools they need.

AND WHEREAS Recipients under the COMRIF AMP may choose to access funding in order to undertake works related to addressing one or more of the following five stages of asset management: diagnostic, inspection, valuation, sustainability/planning and financial model.

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution to assist with the Project under COMRIF which is being administered by the Ministry;

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

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

SECTION 1
DEFINITIONS AND INTERPRETATION

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

"Act" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter F.31, as amended.

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

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

"Allowable Financial Assistance" has the meaning given to it in Section 8.1 of this Agreement.

"Asset Management Program (AMP)" means the Municipal Capacity Building component of the COMRIF Agreement as amended on November 15, 2006.

"Budget" means the Project budget set out in Schedule "B" hereto.

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

"Communication Requirements" means the communication conditions as set out in Section 12, or as directed by the Ministry from time to time.

"COMRIF Program" has the meaning given to it on the first page of this Agreement.

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

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

"Crown Agency" means a crown agency as defined in the *Crown Agency Act* (Ontario).

“**Project**” means the Asset Management Program project described in Schedule “B” hereto.

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

“**Senior Government**” means the Ministry and the Federal Government collectively.

“**Substantially Performed**” means all costs for the project have been incurred.

“**Total Eligible Costs**” has the meaning set out in Schedule “B” hereto.

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

SECTION 2 TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including the Expiration Date.
- 2.2 **End of Financial Assistance Date.** Notwithstanding anything in this Agreement and regardless of the Project’s state of completion, the Ministry shall not be obligated to provide Financial Assistance under this Agreement after the End of Financial Assistance Date.

SECTION 3 ELIGIBLE COSTS

- 3.1 **Eligible Costs.** In order for a cost to be eligible for Financial Assistance pursuant to this Agreement (an “Eligible Cost”), the cost must be in accordance with Schedule “C”, Part

Final Claim Report, in the format set out in Schedule "F", must meet the requirements of this Section.

- 4.4 Maximum Financial Assistance.** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance as noted in Schedule "B" hereto.
- 4.5 Excess funds.** Where actual costs are lower or appear likely to be lower than the total eligible expenditures identified in the Budget, or where additional funding is secured from other government sources such that the funds available to the Recipient for the Project (other than the Financial Assistance) exceed the Maximum Financial Assistance, the Recipient shall immediately notify the Ministry. The Ministry may, in its sole discretion, Adjust the Financial Assistance on the Project.
- 4.6 Interdependent Projects.** Where implementation of the Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.7 Recipient not carrying out Project.** The Recipient shall immediately notify the Ministry if it does not intend to carry out the Project in whole or in part as specified in Schedule "B" in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.8 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.9 Alternatives to Project.** If the Recipient becomes aware of any alternatives to the Project that are more cost effective (for example, an area/joint servicing scheme), the Recipient shall immediately notify the Ministry, in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance. Likewise, if the Ministry becomes aware of any alternatives to the Project that are more cost effective, the Recipient will be notified and the Ministry may, in its sole discretion, Adjust the Financial Assistance.
- 4.10 GST.** The Financial Assistance is based on the net amount of goods and services tax to be paid by the Recipient pursuant to the *Excise Tax Act* (Canada), net of any applicable rebates.
- 4.11 Withholding payment.** The Ministry may, in its sole discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any applicable legislation.
- 4.12 Insufficient funds provided by the Legislature.** If, in the opinion of the Ministry, the Legislative Assembly of Ontario does not provide sufficient funds to continue the Financial Assistance for any fiscal year during which this Agreement is in effect, the

- 5.7 Final Claim Report.** The Recipient shall submit its Final Claim Report, in the format set out in Schedule "F", with the required documentation for approval, cost reviews, audits and settlement by the Final Claim Report Date of September 30, 2009 or such later date as is specified in writing by the Ministry. Upon completion of the cost reviews, audits and settlement, the Ministry shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by the Ministry, the required documentation for approval, cost reviews and audits on an interim basis.
- 5.8 Commencement of Project.** The Recipient shall begin the Project within six (6) months after the date of this Agreement, failing which this Agreement may be terminated pursuant to Section 14.
- 5.9 Contracts.** The Recipient shall ensure that all Contracts:
- a) are consistent, and do not conflict, with this Agreement;
 - b) incorporate the relevant provisions of this Agreement to the extent possible;
 - c) conform to all policies and procedures issued by the Senior Government for the COMRIF Program;
 - d) are awarded and managed:
 - (i) in a way that is transparent, competitive and consistent with value for money principles; and
 - (ii) in accordance with all applicable policies and procedures issued by the Government of Ontario;
 - e) require that the parties thereto comply with all applicable legislation; and
 - f) authorize the Ministry and the Federal Government to gather data, perform audits and monitor the Project as they see fit.

SECTION 6 REPORTING REQUIREMENTS

- 6.1 Final Claim Report.** Within three months of the Project becoming Substantially Performed and no later than the Final Claim Report Date or such later date as is specified in writing by the Ministry, the Recipient shall submit a final report (the "Final Claim Report") for the Project to the Ministry in a form set out in Schedule "F" and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. The Final Claim Report shall include:
- a) a certificate by an authorized official such as the chief financial officer of the Recipient certifying that the asset management works approved for funding have been undertaken;

otherwise, provides a copy of the audit report to the Ministry for its consideration at the same time that the audit report is given to the Recipient.

- 7.4 Information.** The Recipient shall supply to the Ministry, upon request, such information in respect of the Project and its results including without limitation all contracts and agreements related to the Project and all plans and specifications related to the Project, as the Ministry may require. The Ministry and the Federal Government, their respective agents and employees, including the Ontario Provincial Auditor's Office, shall be allowed access to the Recipient's premises and staff and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) confirm the results of the Project in terms of resolving the infrastructure problems that cause an immediate and serious problem for human health or the environment.
- 7.5 Information condition precedent for payment.** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s) (either current or future). In addition, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 8 OVERPAYMENT

- 8.1 Allowable Financial Assistance.** Funds advanced to the Recipient prior to settlement in accordance with Section 6.1 of Schedule "A" of this Agreement shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, the Ministry will determine the final amount of Financial Assistance on the Project (the "Allowable Financial Assistance"). The Recipient agrees to repay to the Ministry, upon receipt of a written demand and within the period specified by the Ministry, that portion of the total of the funds advanced that exceeds the Allowable Financial Assistance applicable to the Project, as determined by the Ministry, as well as any funds used for a purpose other than that stated in the terms of this Agreement, as determined by the Ministry.
- 8.2 Deduction of overpayment.** The Ministry may deduct any overpayment of Financial Assistance pursuant to Section 8.1 made on the Project from Financial Assistance payable on any other project(s) of the Recipient under the COMRIF Program or any other provincial program(s) (either current or future). Any overpayment made on any other project(s) of the Recipient under the COMRIF Program or any other provincial program(s) (either current or future) may in turn be deducted from Financial Assistance payable on the Project.
- 8.3 Interest on overpayment.** The Ministry reserves the right to demand interest on any overpayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.

any way related to this Agreement or the Project; nor

- b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or Consultants arising out of or in any way related to this Agreement or the Project.

10.2 Recipient to indemnify. The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

10.3 Further Indemnity. The Recipient further agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

SECTION 11 CONFLICT OF INTEREST AND CONFIDENTIALITY

11.1 No conflict of interest. The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Her Majesty the Queen in right of Ontario that is relevant to the Project or otherwise where the Ministry has not expressly authorized such use in writing. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in

- e) where applicable, it has passed by-laws required to undertake the Project;
- f) it is now and will continue to be compliant with all Environmental Laws
- g) provided that the Recipient is not a municipality or a Crown Agency,
 - A. it is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*;
 - B. is either a corporation, a partnership or a sole proprietorship validly in existence; and
 - C. is registered and qualified to do business wherever necessary to carry out the Project;
- h) it has the experience, financial health and ability to carry out this Project;
- i) if the Recipient is a Local Government or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- j) other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any funds received from Her Majesty the Queen in Right of Ontario or a Crown Agency towards any aspect of the Project.
- k) all information provided during the AMP Initiative Expression of Interest submission process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, the AMP Project Overview (Schedule "B") are as set out herein.

13.2 Representations and warranties true condition precedent for payment. Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 14 DEFAULT, ENFORCEMENT AND TERMINATION

14.1 Event of Default. Each and every one of the following events is an "Event of Default":

- a) if in the opinion of the Ministry, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the Ministry any representation or warranty made by the

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

14.4 Additional remedies. In addition to the remedies described in Section 14.3, the Ministry may commence such legal action or proceedings as it, in its sole discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.

14.5 Termination without cause. Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of seven (7) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed

SECTION 15 NOTICE

15.1 Notice. Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy, email or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "E" attached hereto or to such other person, address, facsimile number, telecopy number or email address as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile, email or other electronic means of communication, if made or given at a time when it would be received by the recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed to have been received on the third Business Day following the day on which it was mailed.

- 17.6 Division of Agreement.** The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7 Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 17.8 Survival.** The following schedules, sections and provisions of this Agreement shall survive the expiration or early termination hereof: Section 4 (Financial Assistance), Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment), Section 10 (Indemnity), Section 11 (Conflict of Interest and Confidentiality), Section 12 (Communication and Recognition), Section 13 (Covenants, Representations and Warranties), Section 14 (Default, Enforcement and Termination) and Section 16.11 (Interest) of Schedule "A";
- 17.9 No assignment.** This Agreement shall not be assigned by the Recipient. The Ministry may assign this Agreement on written notice to the Recipient.
- 17.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Ministry and the Recipient.
- 17.11 Interest.** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.
- 17.12 Ministry and Recipient independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Ministry for any purpose whatsoever.
- 17.13 Recipient cannot represent the Senior Government.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Ministry and/or the Federal Government. The Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Ministry and/or the Federal Government, to act as an agent of the Ministry and/or the Federal Government, or to bind the Ministry and/or the Federal Government in any manner whatsoever other than as specifically provided in this Agreement.
- 17.14 Consultants.** The Ministry acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Ministry acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and

**SCHEDULE "B"
AMP PROJECT OVERVIEW**

AMP PROJECT DESCRIPTION

AMP FILE #18056

THE CORPORATION OF THE TOWNSHIP OF PRINCE

WORK DESCRIPTION:

The Township of Prince intends to use its allocated Asset Management Program funding to target the inspection and valuation stages of asset management continuum. The scope of the project includes identification and valuation of all assets. This includes buildings, equipment, property and roads.

FINANCIAL ASSISTANCE / PROJECT BUDGET

Total Eligible Costs:	\$11,055.00
Federal Maximum Financial Assistance:	\$3,685.00
Ontario Maximum Financial Assistance:	\$3,685.00
Maximum Financial Assistance:	\$7,370.00

The Ministry will release all federal and provincial AMP funding once a Final Claim Report has been submitted to the COMRIF Joint Secretariat as set out in Section 6.1 of Schedule "A" of this Agreement. The Ministry is not obligated to pay interest on any costs incurred prior to the submission, review and reimbursement of all eligible AMP project costs.

SCHEDULE "C"
ELIGIBLE COSTS

C.1 ELIGIBLE COSTS

C.1.1 Eligible Costs are all direct costs that, in the opinion of the Ministry, are:

- a) Properly and reasonably incurred by the Recipient and no other person; and
- b) Paid under a Contract for goods or services necessary for the implementation of the Project.

C.1.2 Eligible Costs must be directly related to the asset management project. They must also be for expenditures that would not have otherwise been incurred by the Recipient and include, but are not limited to the following:

- a) Cost incurred on or after the AMP announcement date (December 6, 2006), but before the program deadline of March 31, 2009.
- b) Cost incurred for professionals, technical personnel, consultants and contractors specifically engaged to undertake asset management activities related to the five principal stages of asset management.
- c) Software, hardware and any other IT products required by the municipality to undertake the asset management work required.
- d) Staff training costs, including training registration fees, travel expenses (airline/train ticket, car rental including the cost of gasoline, mileage if staff members' own car is used, hotel stays and meals while attending a conference/seminar) and any materials that may be required to be purchased in advance of attending a training session such as books and/or training manuals specifically requested by the training seminar organizer.
- e) Staff costs for any staff members newly hired specifically to work on municipal asset management works on a full time basis. This could include summer students hired specifically for this purpose on a temporary basis, or part-time staff specifically dedicated to working on asset management activities.
- f) Any other asset management related costs as approved by the COMRIF Joint Secretariat.

C.2 INELIGIBLE COSTS

C.2.1. Notwithstanding any other provision in this Schedule, costs related to the following are not eligible:

- a) Costs incurred before the announcement of the AMP (December 6, 2006).

SCHEDULE "D"
FEDERAL REQUIREMENTS

The Ministry and the Recipient agree to the following Federal Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by the Ministry is dependent on the Ministry receiving funds for the Project from the Federal Government. Should the Ministry not receive the funds it expects to receive in relation to the Project from the Federal Government, the Ministry may, in its sole discretion, Adjust the Financial Assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of Financial Assistance already paid to the Recipient).
2. The Recipient represents and warrants to the Federal Government that other than the Financial Assistance being provided pursuant to this Agreement, the Recipient will notify of any other funding received from the Federal Government, including FEDNOR funding, towards any aspect of the Project.
3. The Recipient agrees to indemnify and hold harmless the Federal Government, its directors, officers, servants, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons (including death) which the Federal Government, its directors, officers, servants, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.
4. The Recipient further agrees to indemnify and hold the Federal Government, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Federal Government, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
5. The Recipient acknowledges that the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and regulations thereunder bind Her Majesty the Queen in Right of Canada.
6. The Recipient acknowledges that the Federal Government is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to

SCHEDULE "E"
ADDITIONAL PROVISIONS

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

1. Further to Section 15 of Schedule "A" hereto, notice can be given at the following addresses:

(a) If to the Ministry:

Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West, 4th Floor
Guelph, Ontario
N1G 4Y2

Phone: 1-866-306-7827
Fax: (519) 826-4336
E-Mail: brian.cardy@ontario.ca

Attention: Brian Cardy

(b) If to the Recipient:

THE TOWNSHIP OF PRINCE
3042 Second Line W., R.R.6
Sault Ste. Marie, ON
P6A 6K4

Phone: (705) 779-2992
Fax: (705) 779-2725
E-Mail: annmitchell@twp.prince.on.ca

Attention: Ann Mitchell, Administrator/Clerk-Treasurer