

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 08-08-358

Being a By-Law to authorizing Council to enter into an agreement with the Ministry of Energy and Infrastructure regarding the Municipal Eco Challenge Fund (MECF)

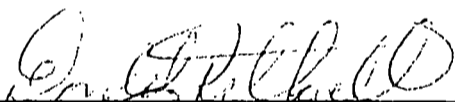
WHEREAS pursuant to the *Municipal Act, 2001* (Ontario), a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it expedient to enter into agreement with the Ministry of Energy and Infrastructure for the participation in the MECF;


THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Township of Whitewater Region hereby authorizes the Mayor and Clerk execute the Municipal Eco Challenge Fund agreement with the Ministry of Energy and infrastructure (Schedule "A").

READ a First, Second and finally passed on the Third Reading this 13th day of August, 2008



MAYOR



CAO/CLERK

SCHEDULE "A"

THE AGREEMENT, effective as of August 13, 2008.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Energy and Infrastructure

(the "Province")

- and -

The Corporation of the Township of Whitewater Region

(the "Recipient")

Background:

The Province funds projects similar to the Project described in Schedule A.

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

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

Article 1- Definitions

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

"Agreement" means this agreement entered into between the Province and the Recipient and all schedules and attachments to the Agreement and any instrument amending the agreement.

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

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

"Force Majeure" means an event that is:

- (a) 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.

Force Majeure includes war, riots and civil disorder; storm, flood, earthquake or other severely adverse weather condition; confiscation or other similar action by government agencies; lawful act by a public authority; and, strikes, lockouts and other labour actions.

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:
- (c) take into account at the time of the execution of the Agreement; and
- (d) avoid or overcome in the carrying out of its obligations under the Agreement; or,
- (e) the insufficiency of funds or failure to make any payment required hereunder, unless such failure is in accordance with section 4.3.

"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 the date that is April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the moneys to be provided by the Province to the Recipient pursuant to the Agreement and “**Funding**” shall have the same meaning.

“**GST**” means goods and services tax pursuant to the *Excise Tax Act* (Canada).

“**Indemnified Parties**” means Her Majesty the Queen in Right of Ontario, her Ministers, appointees and employees.

“**Notice**” means any communication provided pursuant to the Agreement.

“**Party**” means either of the Province or the Recipient and “**Parties**” means both the Province and 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 the full power and authority to enter into the Agreement;
- (c) it has taken all necessary actions to authorize the execution of the Agreement including passing a municipal by-law or resolution authorizing the Recipient to enter into the Agreement with the Province;
- (d) it has the experience and expertise necessary to carry out the Project; and
- (e) all information (including information relating to any eligibility requirements for Funding) the Recipient provided to the Province in support of its request for Funding 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 **Governance.** The Recipient represents, warrants and covenants that it has established, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish decision-making mechanisms;
- (b) provide for the prudent and effective management of the Funds;
- (c) establish procedures to enable the successful completion of the Project; and
- (d) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.

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

Article 3- Term of the Agreement

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall be

completed on or before March 31, 2010, unless terminated earlier pursuant to Article 14 or Article 15.

Article 4- Funds AND CARRYING OUT THE PROJECT

4.1 Funds to be Provided

- (a) The total amount of the Funding shall not exceed **Ten Thousand (\$10,000.00)** Canadian dollars to be provided by the Province to the Recipient, as described in this Agreement; and
- (b) The Province shall provide such portion of the Funding to the Recipient in accordance with Schedule C.

4.2 Limitation on Payment of Funds. Despite section 4.1, the Province:

- (a) shall not provide any Funds to the Recipient until the Recipient meets the insurance requirements described in Article 12;
- (b) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information contained in the Reports; and
- (c) shall not provide Funding (or any portion thereof) unless it is satisfied that the Project has progressed or has been completed, as described in the respective Report, in accordance with the provisions of this Agreement.

4.3 Appropriation. Despite sections 4.1 and 4.3 and pursuant to the provisions of the *Financial Administration Act*, R.S.O. 1990, c. F.12 as amended, if the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is obligated to make under the Agreement, the Province shall not be obligated to make the payment and the Province may, pursuant to section 14.2, terminate the Agreement.

4.4 The Recipient Shall. The Recipient shall:

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

4.5 The Recipient Shall Not. The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province flows 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 at a Canadian financial institution.

4.7 Interest. If the Recipient earns any interest on the Funds:

- (a) the Province may deduct the amount equal to the interest from any further Funding instalments; and/or
- (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.8 GST. The Recipient:

- (a) acknowledges that it has advised the Province of any GST rebates it anticipates receiving from the use of the Funds;
- (b) acknowledges that the Funding reflects the amount of GST rebate the Recipient anticipates paying net of any applicable rebates;
- (c) shall advise the Province if it receives any GST rebates from the use of the Funds in addition to the rebates referred to in subsection 4.8(a) ("Additional Rebates");

- (d) acknowledges that if the Recipient receives any Additional Rebates the amount of such Additional Rebates shall be considered to be part of the Funds.

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 the Funds it spends.
- 5.2 **Disposition.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funds, 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 affect the Recipient's decisions;

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with its, his or her 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 subsequently 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 19.1, the 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 19.1, any other report requested by the Province in accordance with timeline and content requirements specified by the Province;
 - (c) ensure that the Reports and other reports are completed to the satisfaction of the Province; and
 - (d) ensure that the Report and other reports are signed by Dean Sauriol, CAO/Clerk on behalf of the Recipient.
- 7.2 **Copyright in the Reports.** The Province shall be the sole owner of copyright in the Reports and such other reports requested by the Province, as contemplated by section 7.1 (which together with the Reports are referred to as the "Agreement Reports".) The Recipient irrevocably assigns to and in favour of the Province and the Province accepts such copyright in the Agreement Reports. At the request of the Province, the Recipient shall agree (i) to waive all moral rights, (ii) to obtain waivers of all rights of integrity and all other moral rights from its officers, directors, partners, employees, affiliates, agents, volunteers and subcontractors and from any other party in the position to assert such rights in relation to the Agreement Reports, which waivers may be invoked without restriction by any person authorized by the Province and (iii) to execute and to cause anyone in the position to assert rights of integrity or any other moral right including its officers, directors, partners, employees, affiliates, agents, volunteers and subcontractors to execute a written assignment of copyright in the Agreement Reports in the form provided by the Province.
- 7.3 **Record Maintenance.** The Recipient shall for a period of seven years from the date of the expiry or termination of the Agreement:
 - (a) keep and maintain all financial records, invoices and other financially-related documents relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices; and

- (b) keep and maintain all non-financial documents and records relating to the Funds or otherwise to the Project (including the participant agreements with the municipalities) in a confidential manner consistent with all applicable law.

7.4 **Inspection.** The Province or its authorized representatives 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, the way in which the Recipient is carrying out the Project and the Recipient's expenditure of the Funds, and for these purposes the Province may:

- (a) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funds or otherwise to the Project;
 - (b) inspect and copy non-financial records (including participant agreements with the municipalities) in the possession or under the control of the Recipient which relate to the Funds or otherwise to the Project; and
 - (c) conduct an audit or investigation of the Recipient in respect of the Project.
- (a) provide any information to the Province reasonably requested by the Province.

7.5 **No control of Records.** No right conferred upon the Province under the Agreement nor any 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 right 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.

8.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 - INDEPENDENT PARTIES

9.1 **Parties Independent.** The Parties are and shall at all times remain independent of each other and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations shall be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person or entity, nor with respect to any other action of the other Party.

Article 10- release

10.1 **Release.** The Province's officers, employees and agents shall not be liable to the Recipient or any of the Recipient's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Recipient) arising out of or in any way related to the Project or otherwise in connection with the Agreement, unless caused by the gross negligence or wilful act of the Province's officers, employees and agents.

Article 11- Indemnity

11.1 **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, (collectively "**Claims**"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement.

Article 12- Insurance

12.1 **Commercial General Liability Insurance.** The Recipient shall put into effect and maintain, with insurers acceptable to the Province, for the period during which the Agreement is in effect, at its own expense the following insurance:

- (a) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy shall include the following clauses:
 - (i) The Indemnified Parties as additional insureds;
 - (ii) A valid WSIB Clearance Certificate, or Employers Liability and Voluntary Compensation, which ever applies; and
 - (iii) A thirty day written notice of cancellation.

12.2 **Certificates of Insurance.** The Recipient shall provide the Province with proof of the insurance required by the Agreement in the form of a valid certificate of insurance that references the Agreement and confirms the required coverage, on or before the commencement of the Agreement, and renewal replacements on or before the expiry of any such insurance.

Article 13- Assignment of Agreement or Funds

13.1 **No Assignment.** The Recipient shall not assign the Agreement or the Funds or any part thereof without the prior written consent of the Province.

Article 14-Termination by Province for Convenience

14.1 **Termination for Any Reason.** The Province may terminate the Agreement at any time, for any reason, upon giving at least thirty days Notice to the Recipient.

14.2 **Termination where No Appropriation.** If, as provided for in section 4.3, the Legislature fails to make a sufficient appropriation for the Project, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

14.3 **Consequences of Termination.** If the Province terminates the Agreement pursuant to section 14.1 or section 14.2, the Province may:

- (a) cancel the Funding; and
- (b) pay the Recipient's reasonable costs incurred to the date of termination and to wind down the Project.

Article 15-Termination by the Province For Reason

15.1 **Immediate Termination.** The Province may terminate the Agreement immediately upon giving Notice to the Recipient if:

- (a) in the opinion of the Province:
 - (i) the Recipient has knowingly provided false or misleading information regarding any funding request or in any other communication with the Province;
 - (ii) the Recipient breaches any material provision of the Agreement; or
 - (iii) the Recipient is unable to complete or has discontinued the Project;
- (b) the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any 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; or
- (d) the Recipient ceases to carry on business.

15.2 **Opportunity to Remedy.** If the Province considers that it is appropriate to allow the Recipient an opportunity to remedy a breach of the Agreement, the Province may give the Recipient an opportunity to remedy the breach by giving the Recipient Notice:

- (a) of the particulars of the breach;
- (b) of the period of time within which the Recipient is required to remedy the breach; and
- (c) that the Province will terminate this Agreement:
 - (i) at the end of the notice period provided for in the Notice, if the Recipient fails to remedy the breach within the time specified in the Notice; or
 - (ii) prior to the end of the notice period provided for in the Notice, if it becomes apparent to the Province that the Recipient cannot completely remedy the breach within that time or such further period of time as the Province considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province.

15.3 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the breach, and:

- (a) the Recipient does not remedy the breach within the time period specified in the Notice;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the breach within the time specified in the Notice or such further period of time as the Province considers reasonable; or
- (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,

the Province may immediately terminate the Agreement by giving Notice of termination to the Recipient.

15.4 Effective Date. The effective date of any termination under this Article shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

15.5 Funding on Termination. Upon termination of the Agreement pursuant to this Article, the Province shall cancel payment of the Funding.

15.6 Corrective Action. Despite its right to terminate the Agreement pursuant to section 15.1, the Province may choose not to terminate the Agreement and may take what ever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Province determines, to ensure the successful completion of the Project in accordance with the terms of the Agreement.

Article 16- Funding at the End of a Funding Year

16.1 Funding at the End of a Funding Year. If, in any Funding Year, the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province:

- (a) may demand the repayment of the unspent Funds and the Recipient shall repay them immediately in accordance Article 18; and
- (b) may adjust the amount of any future funding instalments accordingly.

Article 17- Funding Upon Expiry

17.1 Funding on Expiry. Upon expiry of the Agreement, the Province shall demand:

- (a) the repayment of any Funds remaining in the possession or under the control of the Recipient; and,
- (b) the payment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Province.

Article 18 -Recipient's Repayment of Funds

18.1 Debt Due. If the Province demands the payment by the Recipient of any Funds, the amount demanded shall be deemed to be a debt owing to the Province by the Recipient, and the Recipient shall pay the amount to the Province immediately unless the Province directs

otherwise.

- 18.2 **Interest Rate.** The Province may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.3 **Cheque Payable To.** The Recipient shall pay any amounts owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 19.1.

Article 19 - Notices

- 19.1 **Notice.** Any Notice shall be:
- (a) in writing;
 - (b) delivered personally or by pre-paid courier, or sent by facsimile, or transmitted by email, or registered mail or mail; and,
 - (c) addressed to the other Party as provided below or as either Party shall later designate to the other in writing:

To the Province:

Ministry of Energy and
Infrastructure,
Office of Conservation and
Strategic Policy
880 Bay Street, 6th Floor
Toronto, ON, M7A 2C1

Attention: Barry Beale, Director,
Conservation & Distributed Energy
Branch

Fax: (416) 325-6972
Telephone: (416) 326-4551
Email: barry.beale@ontario.ca

To the Recipient:

The Corporation of the Township of
Whitewater Region
44 Main Street
Cobden, ON
K0J 1K0

Attention: Dean Sauriol, CAO/Clerk

Fax: (613) 646 2283
Telephone: (613) 646 2282
Email: dsauriol@whitewaterregion.ca

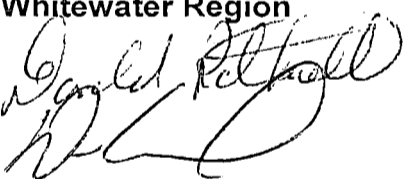
- 19.2 **Notices Effective From.** All Notices shall be effective:
- (a) at the time the delivery is made if the Notice is delivered personally, by pre-paid courier or by facsimile, or transmitted by email; or
 - (b) three days after the day the Notice was deposited in the mail if the Notice is sent by certified, registered or postage prepaid mail, unless the day the Notice is effective falls on a day when the Province is normally closed for business, in which case the Notice shall not be effective until the next day that is a day when the Province is normally open for business.

Article 20- GENERAL

- 20.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation or arbitration arising in connection with the Agreement shall be conducted in Ontario unless the Parties agree in writing otherwise.
- 20.2 **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 and any invalid or unenforceable provision shall be deemed to be severed.
- 20.3 **Failure to Fulfil Obligations.** The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or 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.

- 20.4 **Survival.** The provisions in Article 1, Article 2, section 4.7, section 4.8, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11, section 13.1 (in respect of the Funds only); section 14.3, section 15.5, Article 17, Article 18, Article 19 and Article 20 shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.
- 20.5 **Schedules.** The following are the schedules attached to and forming part of the Agreement:
- (a) Schedule A - Project Description and Timelines;
 - (b) Schedule B - Budget;
 - (c) Schedule C – Funding Flow Chart; and
 - (d) Schedule D - Reports.
- 20.6 **Entire Agreement.** The Agreement together with the attached schedules listed in section 20.5 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.
- 20.7 **Modification of Agreement.** The Agreement may only be modified by a written agreement duly executed by the Parties.
- 20.8 **Waivers in Writing.** A Party may only rely on a wavier of the Party's failure to comply with any term of the Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 20.9 **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.
- 20.10 **Further Assurances** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

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

<p>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Energy and Infrastructure</p>	<p>The Corporation of the Township of Whitewater Region</p> 
<p>Name:</p>	<p>Name: <i>Don Mathwell</i></p>
<p>Title:</p>	<p><i>Mayor</i></p>
<p>On behalf of the Ministry of Energy</p>	<p><i>CAO</i> I have authority to bind the Recipient</p>

PROJECT DESCRIPTION AND TIMELINES

Background

The Recipient will commission an energy audit of the westmeath recreation centre located at 119 Synton Street, Westmeath ON, K0J 2L0. In particular, the following equipment/infrastructure will be studied:

- ◇ Lighting units
- ◇ Fuel conversion of electric heating equipments
- ◇ Heating, ventilation and dehumidification systems
- ◇ Building envelope insulations,

Timelines

<i>Milestones</i>	<i>Date to be Completed</i>
<p>1. Start-up</p> <ul style="list-style-type: none"> • Complete Application Package <ul style="list-style-type: none"> ◊ Complete and signed application form ◊ Work plan ◊ Budget ◊ Evidence of Municipal Council support ◊ Quotations ◊ Audit and/or feasibility study (for retrofit projects only) • Audited Financial Statement • Void cheque and completed EFT Supplier Form • Current insurance certificate • Letters to confirm other sources of funding, if applicable • Signed contribution agreement • Progress update, if project has started 	<p style="text-align: center;">July 31, 2008</p>
<p>2. Project Completion</p> <ul style="list-style-type: none"> • Carryout tendering process and collect quotations (July, 2008) • Carry out Audit (July, 2008) • Carry out analysis (July to September, 2008) • Prepare and submit final Report 	<p style="text-align: center;">The earlier of March 31, 2010 and the date that is within thirty days of completion of the Project.</p>

Schedule C

FUNDING FLOW CHART

	AMOUNT
PAYMENT DATE OF MILESTONE SUBJECT TO SUBSECTION 42(C) UPON EXECUTION OF THE AGREEMENT	50% of funding
WITHIN THIRTY (30) DAYS OF THE DATE OF APPROVAL OF THE FINAL REPORT BY THE	balance of funding (up to 50% of funding)

Schedule B
Budget

Project Title: Westmeath					Name of			
<i>All costs below should reflect</i>								
Project Costs					Funding			
Category	# of units	Rate/unit	Time	Total Cost	MECF	Other sources	Municipal Contribution	Notes
<i>i.e. Construction Supervisor</i>	1	\$75/hr	8 hrs	\$600	\$450	\$75	\$75	<i>Wedell Contracting</i>
<i>Professional Services</i>								
Jp2g Consultants Inc.				\$10,000	\$10,000			
<i>Staff/Labour Costs</i>								
<i>Permit Costs</i>								
<i>Supplies/Materials/Equipment</i>								
<i>Administrative Costs</i>								
<i>Other Expenses</i>								
Totals				\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	

Schedule D

FINANCIAL AND PROGRESS REPORTS

Name of Report	Due Date
1. Final Report	<i>The earlier of March 31, 2010 and the date that is within thirty days of completion of the Project. The final Report is to be provided in accordance with the template provided by the Province to the Recipient</i>
2. reports specified from time to time by the Province	On the respective dates specified by the Province