

**CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION**

**BY-LAW # 09-03-375**

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**Being a By-Law to authorizing Council to enter into an agreement with the Ministry of Environment regarding the Source Water Protection**

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**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 Environment for the participation in the Source Water Protection Program;

**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 Source Water Protection Program agreement with the Ministry of Environment (Schedule "A").

**READ** a First, Second and finally passed on the Third Reading this 18<sup>th</sup> day of March, 2009

  
\_\_\_\_\_  
MAYOR, Donald Rathwell

  
\_\_\_\_\_  
CAO/CLERK

**GRANT FUNDING AGREEMENT**  
**Under Source Protection Program Funding**

**THE AGREEMENT** made in duplicate is effective as of March 1, 2009,

**BETWEEN:**

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

(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 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:

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 27.1.

**"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 25.

**"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.

**"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, agents, appointees and employees.

**"Maximum Funds"** means sixty thousand and fifty eight Canadian dollars (\$60,058).

**"Notice"** means any communication given or required to be given under Agreement.

“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”.

“Wind Down Costs” means the Recipient’s reasonable costs to wind down the Project.

## **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) 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 for the Term of the Agreement, by-laws or other legally necessary instruments to:

- (a) establish an expected code of conduct and ethical responsibilities at all levels of the Recipient’s organization;

- (b) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (c) establish decision-making mechanisms;
- (d) provide for the prudent and effective management of the Funds;
- (e) establish procedures to enable the successful completion of the Project;
- (f) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) 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 August 31, 2009 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, the Province:

- (a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- (b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) 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) pursuant to the provisions of the *Financial Administration Act* (Ontario), 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 any payment, and:
  - (i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
  - (ii) the Province 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:

- (a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province; and
- (b) abide by the terms and conditions the Province may require pursuant to any consent.

- 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 **GST.** The Recipient shall not use the Funds for any GST costs for which it has or will receive a rebate, tax credit, input tax 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 Ontario Ministry of the Environment. Such support does not indicate endorsement by the Ministry of the contents of this material."
- 8.2 **Publication.** If the Recipient publishes any material of any kind relating to the 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 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.

## **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 Wind Down Costs, and:
  - (i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or
  - (ii) subject to section 4.8, provide Funds to the Recipient to cover the Wind Down Costs.

#### **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 obligated to make under 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 Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the Wind Down Costs 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 has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Province;
- (b) in the opinion of the Province, the Recipient breaches any material requirement 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 Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (c) the nature of the Recipient's operations, or its corporate status, 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;
- (d) 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;
- (e) the Recipient ceases to operate; and
- (f) an event of Force Majeure that continues for a period of 60 days or more.

14.2 **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) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Province;
- (g) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (h) terminate the Agreement immediately upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, the Province may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the time period 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 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 (d), (e), (f), (g), and (h).

14.5 **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, whichever applies.

## 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.** Without limiting any rights of the Province under Article 14, 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 the Recipient owes any monies, including any Funds, to the Province, whether or not their return or repayment has been demanded by the Province, such monies 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 monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Monies to Province.** The Recipient shall pay any monies 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 postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Province and the Recipient respectively as set out below:

**To the Province:**

Ministry of the Environment  
Source Protection Programs Branch  
2 St Clair Avenue West, 2<sup>nd</sup> Floor  
Toronto, Ontario  
M5V 1L5

**Attention:**

George Jacob  
Hydrologist  
Telephone: (416) 325-7240  
Fax: (416) 327-6926  
Email: George.Jacob@ontario.ca

**To the Recipient:**

Township of Whitewater Region  
44 Main Street  
Cobden, Ontario  
K0J 1K0

**Attention:** Dean Sauriol

CAO/Clerk  
Telephone: (613) 646-2282  
Fax: (613) 646-2283  
Email: dsauriol@whitewaterregion.ca

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 personal delivery or facsimile, on the day such Notice is received by the other Party.

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 personal delivery or by facsimile.

#### **ARTICLE 19 SEVERABILITY OF PROVISIONS**

19.1 **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 20 WAIVER**

20.1 **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 21 INDEPENDENT PARTIES**

21.1 **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 22 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

### **ARTICLE 23 GOVERNING LAW**

23.1 **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 24 FURTHER ASSURANCES**

24.1 **Agreement into Effect.** The Parties 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 25 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

25.1 **Force Majeure Means.** For the purposes of the Agreement, “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.

25.2 **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) confiscation and other similar action by government agencies;
- (d) lawful act by a public authority; and
- (e) strikes, lockouts and other labour actions,

if such events meet the test set out in section 25.1.



25.3 **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.

25.4 **Failure to Fulfil Obligations.** Subject to section 14.1(f), 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 26 SURVIVAL**

26.1 **Survival.** The provisions in Article 1, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports), 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(c), (d), (e), (f) and (g), Articles 16, 17, 18, 19, 23, 26, 27 and 29, and all applicable Definitions, 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 27 SCHEDULES**

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

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

#### **ARTICLE 28**

## COUNTERPARTS

- 28.1 **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 29 ENTIRE AGREEMENT

- 29.1 **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.
- 29.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## ARTICLE 30 STEERING COMMITTEE

- 30.1 **Formation.** A steering committee shall be formed by the Recipient, the composition of which shall include at least one representative of the Ministry as defined in Schedule "A", one representative of the Recipient, and such other persons as the Recipient in its sole discretion determines appropriate.
- 30.2 **Composition.** The composition of the steering committee shall be structured by the Recipient so that the representatives of the Ministry as defined in Schedule "A" do not constitute the majority of the members of the committee. It is expressly agreed to and understood that no one representative on the steering committee will have sole control or veto power over the steering committee.
- 30.3 **Meetings.** The steering committee comprising of the majority of its members shall meet on such occasions as may be required to address emerging issues. The steering committee may meet via teleconference and may communicate via email to obtain consensus as is necessary.
- 30.4 **Oversight.** The Recipient may seek guidance and directions 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.

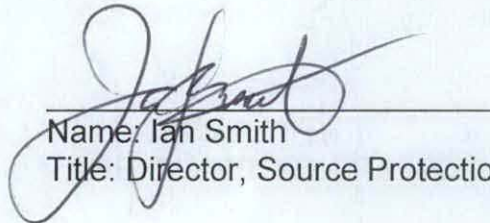
## ARTICLE 31 LIMITATION OF LIABILITY

- 31.1 **Limitation of Liability.** 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 solely caused by the negligence or wilful misconduct of the Province's officers, employees and agents.

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

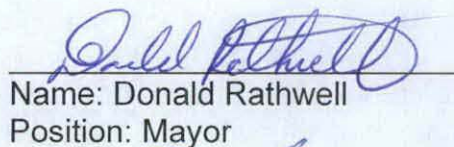
**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of the Environment



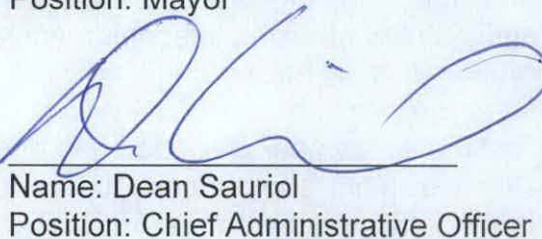
\_\_\_\_\_  
Name: Ian Smith  
Title: Director, Source Protection Programs Branch

Pursuant to delegated authority

**CORPORATION OF THE TOWNSHIP OF WHITEWATER  
REGION**



\_\_\_\_\_  
Name: Donald Rathwell  
Position: Mayor



\_\_\_\_\_  
Name: Dean Sauriol  
Position: Chief Administrative Officer

We have the authority to bind the Recipient.

## Schedule "A"

### PROJECT DESCRIPTION AND TIMELINES

#### A1. DEFINITIONS

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

"**Act**" means the *Clean Water Act, 2006* as amended from time to time.

"**Ministry**" means the Source Protection Programs Branch of the Ontario Ministry of the Environment presided over by the Province.

"**Technical Rules**" means the most current version of the publication released by the Ministry titled *Technical Rules: Assessment Report, Clean Water Act, 2006*.

#### A2. BACKGROUND

Section 5 of the Act authorizes the Minister of the Environment to make a regulation establishing source protection areas in the parts of Ontario that are not covered by the source protection areas established by subsection 4(1) of the Act. Further, subsection 26(1) of the Act states that the Minister and one or more municipalities may enter into an agreement governing the preparation by the municipality or municipalities of a source protection plan for a source protection area established under section 5. Subsection 26(2) and (4) of the Act indicate that while sections 7-25 of the Act do not apply to a source protection area created by regulation as per section 5, the agreement entered into under subsection 26(1) may govern the undertaking of a source protection plan. The agreement that is entered into with one or more municipalities may require a different level of technical work than that which is required for source protection areas established under subsection 4(1).

To date the Ministry has identified a number of municipalities with which to undertake a pilot study to determine the level of technical work that would be required by a municipality that may wish to enter into an agreement with the Minister under subsection 26(1). Information has also been collected from municipalities in parts of Ontario that are not covered by the source protection areas established by subsection 4(1) through a survey designed to encourage the municipalities to consider their existing drinking water systems, threats to these systems and their capacity and desire to participate in drinking water source protection. A second discussion paper is intended to be circulated to gather input on potential methods of delineating source protection areas, potential committee structures and the possibility of grouping municipalities into source protection areas or to share resources as well as other matters such as First Nation participation.

### **A3. PROJECT OBJECTIVE**

The objective of this project is for the Recipient to undertake a technical assessment to categorize the drinking water risks to the Cobden municipal drinking water system (drinking water system #220001218) intake in the Township of Whitewater Region.

### **A4. RECIPIENT OBLIGATIONS**

The Recipient will undertake the following tasks:

1. Watershed Characterization
2. Surface Water Vulnerability Analysis
3. Threats and Issues Assessment
4. Gap Analysis
5. Uncertainty
6. Reporting and Communicating

#### **1. Watershed Characterization**

##### **General Characteristics**

General watershed characteristics data will be assembled and will include maps and associated tables to describe:

- Watershed and sub-watershed boundaries and areas
- The physical and natural environment in the watershed including lake bathymetry, aquatic habitat types, estimates of runoff volumes, estimates of nutrient exports from the watershed to Muskrat Lake, nutrient loads through precipitation, estimates of internal nutrient loading, vegetative cover and percent wetland areas in the watershed
- Land use characteristics as a percent of the Muskrat Lake watershed including areas outside of the Township. The Recipient will focus on land uses adjacent to all inflowing rivers.
- Municipal boundaries and their populations and population densities
- Federal lands and reserves and their populations and population densities

The physical and natural environment, because it represents the matrix in which algal blooms can form and in turn impact the Cobden water supply, must be described in detail. In addition there must be an attempt to understand and describe the interactions between the physical and natural environment. For example – are there internal nutrient loads to the lake and are they natural? – what are the natural nutrient levels in the lake? etc. In short, the detailed aspects of nutrient supply to the lake and the effects of these on the phytoplankton community must be assessed so that management steps can act to ameliorate the algal blooms, should that be necessary.

More conventional examination of physical and natural environment elements that

would determine times of travel of threats to the water intake will also be necessary to fulfill other aspects of the source water protection assessment i.e. the delineation of IPZ zones etc.

### **Water Quality**

The present day water quality conditions in Muskrat Lake will be summarized. This will include all available water quality data in surface waters that have the potential to impact Muskrat Lake i.e., areas that are connected to or can impact the water quality near the Cobden Municipal drinking water intake. In addition, the Recipient shall summarize both raw and treated water quality records where they can be obtained.

### **Drinking Water System**

The Recipient shall document the relevant characteristics of the Cobden Municipal drinking water intake including:

- The location of the intake, its classification and the area served;
- The number of users served by the system; and
- Limnological features e.g., currents, bathymetry, water quality and quantity.

### **Water Movement Through the Watershed**

The watershed boundaries and flow paths for all areas that are in the Muskrat Lake watershed will be delineated using watershed boundary models and digital elevation data. It will be important to assess the role of the watershed with respect to nutrient supplies to Muskrat Lake and to define those areas that supply nutrients to the lake whether or not they are within the Township boundaries. This data will be used both to quantify water supply but also to identify contaminant pathways to help assess surface water vulnerabilities in other portions of the Assessment Report.

### **Water Availability**

#### Present Availability

Surface water supplies will be estimated by examining any existing flow data. Generally, any water exiting the watershed can be considered as excess supply. Inputs to surface water will be estimated using precipitation and runoff values for the region. Although water supply is not considered to be an issue for Muskrat Lake and therefore for the Cobden municipal water supply, elements of this surface water budget will be summarized.

#### Future Availability

The effects of climate change may alter future water availability in many areas.

Predictions with respect to future changes in precipitation do not predict a drier climate for Ontario such that there should be similar or increased water supplies to the region in future years. Future impacts of climate change on precipitation for the eastern Ontario region will be summarized from Intergovernmental Panel on Climate Change predictions for Ontario (IPCC 2008).

## **Key Trends in Water Supply and Use**

Trends in water use have been identified in a previous study funded by the Ministry of the Environment. These findings will be evaluated within the context of long-term water supply.

## **2. Surface Water Vulnerability Analysis**

### **Intake Assessment**

The Recipient shall assess the relevant attributes of the Cobden municipal water intake including, technical specifications, operating history and records, and water quality data collected for both supply and treated water for the Cobden surface water intake. These data will be summarized in a tabular format with text commentary.

### **Delineating Intake Protection Zones**

#### **o Intake Protection Zone 1**

IPZ-1 is intended to provide a protective area around the intake that is most vulnerable to contamination. If a contaminant enters this area, it will have little or no dilution potential before reaching the intake. The surface water intake in Muskrat Lake is considered as Type D (Part IV.1, Rule 55(4)) because it is a surface water intake drawing water from an inland lake. IPZ-1 is defined by the Technical Rules as the area within a surface water body within a circle that has a radius of 1,000 m centred on the crib of the intake (Part VI.3, Rule 61(1)(a)), and where this area abuts land, IPZ-1 is extended to include a setback of not more than 120 m inland measured from the high water mark of the surface water body that encompasses the area where overland flow drains into the surface water body ((Part VI.3, Rule 61(2)). IPZ-1 for the intake will be delineated in accordance with the Technical Rules.

The IPZ-1 delineation will include an evaluation of transport pathways outside the 120 m setback as necessary to include areas with the potential to impact the water quality of Muskrat Lake. Part of the analysis will be to determine if the IPZ-1 delineation method outlined in the Technical Rules is sufficient to address the sensitive nature of Muskrat Lake.

#### **o Intake Protection Zone 2**

The IPZ- 2 is intended to provide a secondary protective zone that reflects the response time for the water treatment plant operator to respond to an emergency (i.e., time to

shut down the WTP). IPZ-2 is defined by the Technical Rules (Part VI.4, rules 65-67; Part VI.6, Rules 72, 73) as the area within each surface water body or stormwater sewershed draining toward the intake where the time of travel to the intake is the greater of 1) 2 hours, or 2) equal to or less than the time that is sufficient to allow the operator of the WTP to respond to an adverse condition in the quality of the surface water. Where this area abuts land, the IPZ-2 is extended to include a setback of not more than 120 m inland from the high water mark of the surface water body that encompasses the area where overland flow drains into the surface water body. The setback may be extended to include the area that contributes water via a transport pathway. IPZ-2 does not include water or land area that lies within the IPZ-1. If the time to shut down is less than 2 hours for the WTP, the IPZ-2 will use the 2 hour time of travel to the intake as guidance to delineate the IPZ-2.

In the absence of a hydrodynamic model for the source lakes, time of travel to the intake will be estimated using major limnological principals guiding wind-driven surface water current speeds. The velocity of wind driven currents is about 2% of the speed of the wind generating them up to a critical wind speed of approximately 6 m/s beyond which surface water velocity decreases in a non-linear fashion (Wetzel, 2001).

Maximum wind speeds from the 1971-2000 climate normals will be obtained from the nearest Environment Canada weather station to calculate maximum surface water current speeds within the source lake. Time of travel in tributaries will be calculated from measured flow data from available gauging stations. It should be noted that such data may be limited, so for the limited number of inflows that would represent IPZ-2 zones and thereby require time of travel estimates to delineate the zones, the Recipient shall investigate modelling techniques (e.g., Al-Wagdany and Rao 1997) that could be used to estimate time of travel data or collect these data in situ for each stream.

Since algal blooms can form in place and theoretically appear without warning there must be some consideration of this in the delineation of IPZs. This might be considered, within the context of long-term chronic exposures, to be included as an element of the IPZ-2 delineation. In other words it may make sense, once other time of travel measurements have been made to include all of Muskrat Lake in the IPZ- 2 to emphasize the importance of the impact of algal blooms on the drinking water supply.

- o Intake Protection Zone 3

The IPZ-3 is delineated to protect the water quality of the drinking water source from long-term, chronic exposure of contaminants and other materials that can have a negative impact on water quality.

The IPZ-3 is defined by the Technical Rules (Part VI.5, Rule 70, Part VI.6, Rules 72, 73) as the area within each surface water body that may contribute water to the intake, including areas that contribute water via a transport pathway, and where this area abuts land, a setback area of not more than 120 m inland measured from the high water mark of the surface water body encompassing the area where overland flow drains into the surface water body. The IPZ-3 does not include area of land or water that lies within an IPZ-1 or IPZ-2.



The IPZ-3 delineations will include an evaluation of transport pathways and identification of potential areas outside the 120 m buffer as necessary to include areas with the potential to impact the water quality of Muskrat Lake. Part of the analysis will be to determine if the IPZ-3 delineation method outlined in the Technical Rules is sufficient to address the sensitive nature of Muskrat Lake.

### **Assigning Vulnerability Scores to IPZ Zones**

Vulnerability factors of the area of the intake protection zone ranging from less than one to ten out of ten are determined for each zone for the Cobden drinking water intake. IPZ-1 is assigned an area vulnerability factor of 10. IPZ-2 is assigned an area vulnerability factor between 7 and 9 and IPZ-3 intakes for type D intakes (inland lakes) may be assigned varying area vulnerability factors ranging from 1 to 9. IPZ-3 area vulnerability factors may not be greater than the factors assigned to the IPZ-2. Following this, source vulnerability factors are established for each zone based on the depth of the intake from the surface of the water, the distance of the intake from land and the number of recorded drinking water issues relating to the intake (if any). Source vulnerability factors for type D intakes will range from 0.9 to 1.

Finally the vulnerability scores will be calculated as the product of the area and source vulnerability factors. The Recipient shall consider the unique situation of chronic stress/threat to the water supply that is posed by algal blooms. Time of travel is less important in defining vulnerability for these situations because algae may proliferate slowly, bloom more quickly and persist for days. The source may therefore be vulnerable for extended periods and to conditions in other parts of the lake that can influence water quality at the intake as winds and currents influence algal distribution.

### **3. Issues and Threats Assessment**

#### Issues

Drinking water issues generally relate to the deterioration of the quality of the water for use as a source of drinking water, either as a result of the presence of a listed parameter, or because there is an increasing trend in the concentration of a listed parameter that would lead to the deterioration of the quality of the water. Descriptions of drinking water issues (Technical Rule 115) must include the parameter or pathogen concerned, the intake in question, the areas within the vulnerable area where listed drinking water threats may contribute to the parameter or pathogen, and the activities, conditions that result from past activities and naturally occurring conditions that are associated with the parameter or pathogen. The identification of issues in this manner infers that an intake monitoring program is in place. Issues may relate to problems that are more chronic in nature including multiple source discharges (stormwater), diffuse sources (malfunctioning septic systems) and naturally occurring contaminants (algal toxins, animal pathogens). In the case of the Cobden Municipal water intake, the occurrence of algal blooms represent an issue because they have the ability to affect both the potability (with respect to taste and odour issues) and the safety (with respect to algal toxins) of the water supply. There also appears to be a trend towards increasing

algal proliferation but this has not been verified. However, there are no parameters related to algal blooms in the Ontario Drinking Water Standards but the Recipient shall explore suitable surrogates that might indicate risks from algal toxins.

The Recipient shall examine all intake and treated water records to identify issues to drinking water quality and describe any identified issues according to Technical Rule 114 / 115. The Recipient shall include a plan according to the Technical Rules for ascertaining this information if it is not available. Although the rules specify that issues should be present in the treated water, the Recipient shall list all exceedences in the raw water whether or not they are present in the treated water. These data will also be examined to identify trends in water quality.

### Threats - Activities

The province has developed Rules that set out what activities listed in regulation 287/07 (General Regulation) under which circumstances and within which vulnerable areas can be significant, moderate or low drinking water threats. The Recipient shall review the circumstances and areas where threats are significant, moderate and low and determine which activities are significant, moderate, or low in the vulnerable areas delineated and scored based on the tasks outlines in A.4 (2). The Recipient will then also identify where there are existing drinking water issues and identify the potential areas that contribute to these issues. The Recipient will also identify the drinking water threats and circumstances that could contribute to this drinking water issue. Using the list of drinking water threats, the recipient will complete a comprehensive inventory of significant drinking water threats and threats associated with the issues, and also undertake an evaluation of the potential numbers of moderate and low drinking water threats. GIS mapping tools will be used to georeference the locations of all potential significant drinking water threats, the contributing area for drinking water issues, and the threats associated with the issues within the IPZs for the drinking water intake. Supporting tables will present the types of industries or activities that might present a threat and the relative ranking of hazardous waste generation for each.

There are many resources available that can be used to identify and evaluate activities that represent threats to drinking water sources. The Recipient shall use these resources to identify and georeference sources of contaminants associated with threats relative to the IPZs for the Cobden drinking water source.

Sources of data include:

- Business Directory

The Canadian Business Directory will be used to identify businesses located in the study area as part of the Contaminant Sources Inventory (CSI). The directory contains every business legally registered in Canada together with a North American Industrial Classification number. This number identifies the type of business and can be used to assess the potential for hazardous waste generation.

- Database Inventories

Inventories of potential threats will be reviewed to determine if the databases contain sources of contamination to the Cobden drinking water intake. These include: Federal Contaminated Sites Inventory, National Priority Release Inventory, Ontario Environmental Registry, Ontario PCB Database and the Ontario Environmental Compliance Reports.

- Historical Land Use Activities

The Recipient shall work with Township Planning Staff, the MOE and local knowledge to identify and map "Legacy Sites" – those sites of historic land use that have not been fully remediated and which may pose a threat to the drinking water intake. These include former tanneries, saw mills, fuel storage areas or landfills.

### Threats - Conditions

In addition to issues and threats, the Recipient will also attempt to identify conditions that result from past activities that may represent threats to drinking water sources. These normally include contaminants such as non-aqueous phase liquids in groundwater or dense non aqueous phase liquids in surface water, contaminants in sediments or soil, etc. Although phosphorous in sediment is not considered a condition under the Director's rules the impact of phosphorous on the presence of algal blooms may be creating an issue with the water quality. Therefore under this pilot, the recipient is proposing to use the conditions evaluation approach to determine if legacy phosphorous is contributing to the water quality issues. Given that it may be necessary to reduce nutrient additions to the lake to reduce the frequency and severity of algal blooms, these reductions must focus on nutrient loadings that are currently in place, and have been in place for some time. In this way the algal blooms and the threats that they pose to the drinking water supply could be considered to be the result of an existing condition in the watershed. Due to the multiple sources of nutrients that are both diffuse and point source in nature the description of this nutrient condition and the steps that might be required to remedy the condition are quite complex. It is therefore necessary to determine what nutrient contributions are natural and what are human-induced as human causes can be addressed by the Clean Water Act.

The Recipient will:

- prepare a nutrient (phosphorus) budget for the lake (using the Ministry budget as a starting point) to document natural and human sources of phosphorus. A Provincial mass balance lake capacity model will be used to quantify inputs from all sources and assess the proportions of each that are directly controllable through management actions. It is noted that the anoxic status of the deep portion of the lake makes it possible that the sediments in the lake are a source of phosphorus to the lake budget. The Recipient shall quantify the internal load and compare its influence on the trophic status of the lake relative to other inputs. The Recipient shall also assess the degree to which the reduction of nutrient inputs from the watershed might affect the trophic status of the lake given the nature of the internal loads. For example, will the lake respond to

nutrient reduction strategies or will these be overshadowed by the internal loads?

- use the Ministry's "End-of-Summer" dissolved oxygen model to predict hypolimnetic oxygen concentrations as a function of mean in-lake total phosphorus concentrations
- investigate the potential role of climate change in algal production and bloom formation.

### **Inventory of Preferential Pathways**

There are many sources of information, GIS layers etc. that can assist in identifying constructed or natural pathways through which contaminants can more easily travel to drinking water intakes. Geographic or GIS layer information describing land uses such as the location of Railways and roadways can be used to assess the risks posed by these activities for each IPZ but also to assess any effect that they may have on contaminant pathways or time of travel of contaminants to drinking water intakes. In a natural setting like Muskrat Lake, inflowing streams serve as preferential pathways but these will be addressed as part of the IPZ Delineation Process.

### **4. Gap Analysis**

The Recipient shall identify information gaps for each step in the development and implementation of this assessment. This will include both those areas where more information is required to make informed decisions and those areas where it would be advantageous to update or augment best available information. This would be especially important in cases where such information was required to refine the boundaries of the IPZs. An assessment of the accuracy of the mapping and scoring of IPZs should provide a measure (high or low) with respect to data gaps.

The Recipient shall undertake the collection of water quality information from Muskrat Lake to address some of this data gap. This includes algal community composition, temperature/dissolved oxygen profiles and phosphorus measurements

### **5. Uncertainty and Level of Confidence Assessment**

The Recipient shall undertake an uncertainty analysis for both the footprint of the vulnerable areas and the vulnerable scores, and assign an uncertainty rating (high / low) to each scored vulnerable area. Factors that need to be considered include:

- the distribution, variability, quality and relevance of the available input data;
- the ability of the methods and models used to accurately reflect the hydrologic system;
- the quality assurance and quality control procedures applied; and
- the extent and level of calibration and validation achieved for any surface models used or calculations and general assessments completed.

## 6. Reporting and Communicating

The Recipient shall produce a draft report based on the findings and on completion of the technical work described in this work plan. Following this, the Recipient, along with its consultants, shall arrange for a meeting with the Steering Committee to share the findings of project and discuss lessons learned.

### A4.1 Timelines

The following are the timelines for the Project:

| <b>Project Milestones</b>                     | <b>Projected Completion Date</b> |
|---|----------------------------------|
| Creation of Steering Committee                | April, 2009                      |
| Task 1. Watershed Characterization            | May 15, 2009                     |
| Task 2: Surface Water Vulnerability Analysis  | May 29, 2009                     |
| Task 3: Threats and Issues Assessment         | June 12, 2009                    |
| Task 4: Gap Analysis                          | June 19, 2009                    |
| Task 5: Final Reporting to Steering Committee | June 30, 2009                    |

### A4.2 Project Participants

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

| <b>Participant Name &amp; Title</b>               | <b>Organization</b>              | <b>Role / Responsibility</b>   |
|---|----------------------------------|--|
| Dean Sauriol<br>CAO/Clerk                         | Township of Whitewater<br>Region | Municipal Project Manager  |
| Brian Whitehead,<br>Director of Planning Services | Jp2g Consultants                 | Project Manager, Technical<br>Lead.  |
| Bev Clark   | AECOM                            | Technical consultant<br>undertaking the analysis<br>and technical work plan per<br>Schedule A. |

**SCHEDULE "B"**

**BUDGET**

| <b>Proposed Expenditures</b>   | <b>Amount</b>   |
|--|-----------------|
| Work Program Implementation, Review and Report to Planning Committee: <ul style="list-style-type: none"><li>• AECOM (formerly Gartner Lee Limited)</li></ul>   | <b>\$40,058</b> |
| Program design, work plan development, local planning services, liaison, meetings and project management services. <ul style="list-style-type: none"><li>• Jp2g Consultants Inc.</li><li>• Township of Whitewater Region</li></ul> | <b>\$20,000</b> |
| <b>TOTAL (No GST)</b>  | <b>\$60,058</b> |

**Schedule "C"**

**PAYMENT SCHEDULE**

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

| <b>PAYMENT DATE OR MILESTONE</b>                    | <b>AMOUNT</b> |
|---|---------------|
| Following the Province's execution of the Agreement | \$60,058      |

## SCHEDULE "D"

### REPORTS

| Name of Report                                  | Due Date                                      |
|---|---|
| 1. Final Report                                 | July 30, 2009                                 |
| 2. Other Reports as specified from time to time | On a date or dates specified by the Province. |

#### Report Details

##### **1. 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 as provided for in section 5.5;
- (iii) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds; 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.

##### **4. Other Reports:**

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