

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL**

BY-LAW NO. 2014-03

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CAO/CLERK TO EXECUTE A
MUNICIPAL SOURCE PROTECTION IMPLEMENTATION FUNDING AGREEMENT
WITH SOUTH NATION RIVER CONSERVATION AUTHORITY”**

WHEREAS the Corporation of the Township of Edwardsburgh/Cardinal, under agreement with the Province, accessed the *Source Protection Municipal Implementation Fund Grant Funding Agreement*; providing one-time funding to offset a portion of the costs for small, rural municipalities to prepare to implement source protection plans;

AND WHEREAS the Corporation of the Township of Edwardsburgh/Cardinal received funding from the Province to assist the Municipality in carrying out Projects, and the Agreement provides that the Municipality may hire professional services, consultants and contractors to carryout work on their behalf;

AND WHEREAS the Conservation Authority is prepared to enter into Agreement with the Municipality to complete this work on the Municipality's behalf

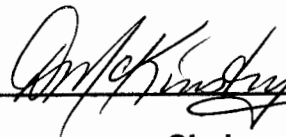
NOW THEREFORE the Council of the Township of Edwardsburgh/Cardinal enacts as follows:

1. That the Mayor and CAO/Clerk are hereby authorized to enter into the agreement attached hereto as Schedule “A”.
2. That Schedule “A” forms part of this by-law.
3. This by-law shall come into force and effect on the date of passing.

Passed, signed and sealed in open Council this 27th day of January, 2014.



Mayor



Clerk

MUNICIPAL SOURCE PROTECTION IMPLEMENTATION FUNDING AGREEMENT

THE AGREEMENT effective upon signing (the "Effective Date").

BETWEEN:

The Corporation of the Township of Edwardsburgh/Cardinal
(a Municipal Corporation under the *Municipal Act*, S.O. 2001 c.25)

(the "**Municipality**")

- and -

South Nation River Conservation Authority
(under its authority as South Nation Source Protection Authority)
(a Conservation Authority under the *Conservation Authorities Act*, R. S. O. 1990 c. C-27)
(the "Conservation Authority", as a Source Protection Authority under the *Clean Water Act*,
2006 SO 2006, c 22)

(the "**Conservation Authority**")

BACKGROUND:

WHEREAS:

The Municipality entered into agreement with the Province, the *Source Protection Municipal Implementation Fund Grant Funding Agreement*, attached hereto as Schedule A;

The Municipality, under agreement with the Province, accessed the Source Protection Municipal Implementation Fund, providing one-time funding to offset a portion of the costs for small, rural municipalities to prepare to implement and implement source protection plans;

The Municipality received funding from the Province to assist the Municipality in carrying out Projects, and the Agreement provides that the Municipality may hire professional services, consultants, and contractors to carryout work on their behalf;

The Conservation Authority is prepared to enter into Agreement with Municipality to complete this work on the Municipality's behalf.

TERMS:

The Agreement between the Municipality and the Province is governed by the *Source Protection Municipal Implementation Fund Agreement*, attached as Schedule A.

For greater certainty, the Agreement between the Municipality and the Province, and terms thereof, are hereby incorporated into this Agreement as they apply.

The Conservation Authority agrees to assist the Municipality to fulfil their obligations with the Province under their *Source Protection Municipal Implementation Fund Agreement*.

The Municipality agrees to support the Conservation Authority collaboration statement, defined in the Agreement, to access collaboration incentive funding.

The Conservation Authority agrees to coordinate the collaboration statement, as described in the Agreement, at 3.1 (a).

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:

A) Payment will occur as follows:

MILESTONE	AMOUNT
Following Province execution of Agreement	\$29,810
Following Province approval of progress report as indicated in Schedule D of the attached Agreement	\$29,580
Following Province approval of collaboration statement as indicated in Schedule D of the attached Agreement	Up to \$15,000 as determined by the Province
Following Province approval of final report as indicated in Schedule D of the attached Agreement	\$14,795

B) Deliverables are as follows:

KEY DELIVERABLES
Establish and enforce risk management plans under Part IV of the Act
Develop and implement education and outreach policies to address significant drinking water threats

Assist the Municipality to implement the Municipality's municipal land-use planning policies related to activities that are identified as significant drinking water threats
--

Other activities specified in Schedule B of the attached Agreement
--

INSURANCE:

For the term of this Agreement, the Conservation Authority will, at the program's expense, maintain appropriate liability insurance. The Conservation Authority will carry a minimum liability insurance of \$5,000,000, will be responsible for all deductibles connected with any insurance claim filed and the Municipality will be additionally named insured under this policy.

TERM:

This Agreement begins on signing until March 31, 2016. This Agreement will automatically continue following the expiry of the term set out above until it is:

- a. Superseded or replaced by a subsequent agreement; or
- b. The Program is completed;

This Agreement may be terminated by either party by giving three (3) months written notice.

The Municipality may terminate this Agreement at any time prior to the end of the term if:

- a. The Conservation Authority fails to carry out its duties or obligations under the Agreement; and the Conservation Authority fails to remedy the problem in a manner satisfactory to the Municipality, acting reasonably, within 120 days of being notified by the Municipality in writing of any such problem.

The Conservation Authority may terminate this Agreement at any time prior to the end of the term if:

- a. The Municipality fails to carry out its duties or obligations under the Agreement; and the Municipality fails to remedy the problem in a manner satisfactory to the Conservation Authority, acting reasonably, within 120 days of being notified by the Conservation Authority in writing of any such problem.

DISPUTE RESOLUTION:

If a dispute between the parties arises concerning this Agreement, the parties agree to resolve the dispute as follows:

- a. To meet within a period of fifteen (15) days from the date a notice of dispute is filed by either party.
- b. To negotiate in good faith, personally and/or through counsel, for a period of thirty (30) days after the meeting.

- c. If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.
- d. The parties will meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter will be settled by arbitration in accordance with the *Arbitrations Act, 1991*, of Ontario by delivery of a notice of arbitration to the other party.

FORCE MAJEURE:

Any delay or failure of either party to perform its obligations under this Agreement will be excused and this Agreement is suspended if, and to the extent, that the delay or failure is caused by an event occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, fires, floods, wind storms, riots, labour problems (including lockouts, strikes and slow-downs) or court injunction or order.

NOTICES:

Any notice, report or other communication required or permitted to be given hereunder will be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the party to whom it is given by being delivered to an officer of such party during normal working hours or mailed to the following addresses of the parties respectively:

- a. To the Conservation Authority
South Nation Conservation
38 Victoria Street, P.O Box 29
Finch, Ontario K0C 1K0
Attention: General Manager / Secretary-Treasurer
- b. To the Municipality:
Township of Edwardsburgh/Cardinal
18 Centre Street, P.O. Box 129
Spencerville, Ontario
K0E 1X0
Attention: Chief Administrative Officer

Any notice, report or other written communication, if delivered, will be deemed to have been given or made on the date on which it was delivered to any employee of such party, or if mailed, postage prepaid, will be deemed to have been given or made on the third business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there will be a strike, interruption or lock-out in the Canadian postal service in which case service will be by way of delivery only). Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Section.

HEADINGS:

The section headings hereof have been inserted for the convenience of reference only and will not be construed to affect the meaning, construction or effect of this Agreement.

GOVERNING LAW:

The provisions of this Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out below.

THE SOUTH NATION RIVER CONSERVATION
AUTHORITY

<u>Bill Smirle</u>	<u>11 Feb/14</u>
Chairman	Date
<u>Dennis O'Donoghue</u>	<u>11 Feb/14</u>
General Manager/ Secretary-Treasurer	Date

THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL

<u>Bill Sloan</u>	<u>Jan 28/14</u>
Mayor	Date
<u>Pat Kinsch</u>	<u>Jan 30/14</u>
Chief Administrative Officer	Date

Municipal Source Protection Implementation Funding Agreement

SCHEDULE A

Source Protection Municipal Implementation Fund Agreement

**SOURCE PROTECTION MUNICIPAL IMPLEMENTATION FUND
GRANT FUNDING AGREEMENT**

THE AGREEMENT effective as of December 13, 2013 (the “Effective Date”).

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 Edwardsburgh/Cardinal

(the “Municipality”)

BACKGROUND:

The Province funds projects similar to the Project, defined in Article 1.

As described in Schedule A, the Source Protection Municipal Implementation Fund provides one-time funding to offset a portion of the costs for small, rural municipalities in preparing to implement and implementing source protection plans.

The Municipality requires funding from the Province to assist the Municipality 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
DEFINITIONS**

1.1 In the Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement entered into between the Province and the Municipality and includes all of the schedules listed in section 19.1 and any amendments.

"Conflict of Interest" includes any circumstances where in relation to its performance under the Agreement, the Municipality's or its officers, employees or agents other commitments, relationships or financial interests could, or could be seen to, interfere with the Municipality's objective, unbiased and impartial judgment relating to the Project and the use of the Funds or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

"Maximum Funds" means a total amount of up to \$89,185 which consists of \$74,185 together with up to \$15,000 collaboration incentive funding (if applicable) as determined by the Province pursuant to section 3.1(a).

"Project" means any of the eligible activities described in section B.1 of Schedule "B" undertaken by the Municipality.

ARTICLE 2 TERM OF THE AGREEMENT

- 2.1 The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2016 unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

- 3.1 The Province shall:
- (a) based upon the Province's assessment of the information provided by the Municipality in the collaboration statement set out in Schedule "D", determine the exact amount of the \$15,000 collaboration incentive funding which will form part of the Maximum Funds and provide notification of that exact amount to the Municipality;
 - (b) provide the Municipality up to the Maximum Funds for the purpose of carrying out the Project; and

- (c) provide the Funds to the Municipality in accordance with the payment schedule attached to the Agreement as Schedule "C" or at any other time for any reason in the sole discretion of the Province.

3.2 Despite section 3.1 the Province:

- (a) is not obligated to provide instalments of Funds until it has approved the reports as set out in Schedule "C";
- (b) may adjust the amount of Funds it provides to the Municipality based upon the Province's assessment of the information provided by the Municipality pursuant to section 6.1.

3.3 The Municipality shall:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement and 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;
- (c) subject to section 3.3 (d), spend the Funds only on eligible costs and eligible activities as set out in Schedule "B"; and
- (d) notwithstanding anything else in this Agreement, not spend the Funds on any ineligible activities or ineligible costs as set out in Schedule "B".

3.4 The Municipality shall not make any changes to the Project without the prior written consent of the Province.

3.5 The Municipality acknowledges that the Funds available to it from the Province pursuant to the Agreement shall not exceed the Maximum Funds. The Municipality undertakes to incur all costs associated with the Project should it exceed the Maximum Funds.

3.6 The Province is not the owner of any intellectual property generated as a result of the Agreement.

**ARTICLE 4
ACQUISITION**

4.1 The Municipality agrees that if it buys any supplies, equipment or services with the Funds, it will ensure the best value for money.

**ARTICLE 5
CONFLICT OF INTEREST**

5.1 The Municipality shall avoid any Conflict of Interest in the performance of this

Agreement and shall disclose to the Province, without delay, any actual or potential Conflict of Interest.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 The Municipality shall submit to the Province all reports set out in Schedule "D" or any other reports as required by the Province. All reports will be approved by the Province.
- 6.2 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 Municipality and during normal business hours, enter upon the Municipality's premises to review the progress of the Project and the Municipality'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 any financial records (including invoices) and non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (b) conduct an audit or investigation of the Municipality in respect of the expenditure of the Funds and/or the Project.
- 6.3 To assist in respect of the rights set out in section 6.2, the Municipality shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

ARTICLE 7 LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 The Province's officers, employees and agents shall not be liable to the Municipality or any of the Municipality'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 Municipality) 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.
- 7.2 The Municipality shall 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

Municipal Source Protection Implementation Funding Agreement

otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province and its agents, appointees and employees.

ARTICLE 8 INSURANCE

- 8.1 **Municipality's Insurance.** The Municipality 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 Municipality'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.
- 8.2 The Municipality 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 8.1. Upon the request of the Province, the Municipality shall make available to the Province a copy of each insurance policy.

ARTICLE 9 TERMINATION

- 9.1 The Province in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Province under this Agreement or at law or in equity, may terminate the Agreement at any time, for any reason, upon giving at least 15 days notice to the Municipality.
- 9.2 If the Province terminates the Agreement, the Province may (i) demand the repayment of any Funds remaining in the possession or under the control of the Municipality and/or (ii) determine the reasonable costs for the Municipality to wind down the Project, and permit the Municipality to offset those wind down costs against any amount owing pursuant to (i); and/or (iii) subject to section 3.5, provide Funds to the Municipality to cover those wind down costs.

ARTICLE 10 REPAYMENT

- 10.1 If, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may (i) reduce the amount of the Funds and, in consultation with the Municipality, change the Project or (ii) immediately terminate the Agreement. If the Province terminates the Agreement, the Province may (i) cancel all further instalments of Funds, and/or (ii) demand repayment as set out in Section 9.2(i) and/or (iii) determine reasonable costs as set out in Section 9.2(ii) and/or section 9.2(iii).
- 10.2 If in the sole opinion of the Province, the Municipality breaches any representation, warranty, covenant or other material term of the Agreement, fails to carry out the Project, fails to provide reports or improperly uses or spends Funds, the Province may (i) demand the repayment of any Funds remaining in the possession or under the control of the Municipality, (ii) demand the repayment of an amount equal to any Funds the Municipality used, but did not use in accordance with the Agreement, and/or (iii) demand the repayment of an amount equal to any Funds the Province provided to the Municipality.
- 10.3 If the Municipality fails to pay any amount demanded by the Province, the Municipality acknowledges and agrees that the Province may deduct any unpaid amount from any money payable to the Municipality by the Province, or may exercise any other remedies available to the Province to collect the unpaid amounts.
- 10.4 The Municipality shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 11.1

ARTICLE 11 NOTICE

- 11.1 Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Municipality respectively as set out below, or as either party later designates to the other by notice:

To the Province:

Ministry of the Environment
40 St. Clair Ave. West,
14th Floor
Toronto, ON M4V 1M2

Attention: Manager,
Source Protection Implementation, Source Protection Programs Branch

Fax: 416-212-2757
Email: SourceProtectionFunding@ontario.ca

To the Municipality:

Township of Edwardsburg/Cardinal
18 Centre Street, P.O. Box 129
Spencerville, Ontario
K0E 1X0
Attention: Chief Administrative Officer

- 11.2 Notices shall be deemed to have been received (a) in the case of postage-prepaid mail, 7 days after a party mails the notice; or (b) in the case of email, personal delivery or fax, at the time the other party receives the notice. In the event of a postal disruption, notice by postage-prepaid mail shall not be deemed to be received and the party giving notice shall provide notice by email, personal delivery or by fax.

**ARTICLE 12
MUNICIPALITY'S POWER TO ENTER INTO AGREEMENT**

- 12.1 The Municipality represents and warrants that it has the full power and authority to enter into the Agreement.

**ARTICLE 13
SEVERABILITY OF PROVISIONS**

- 13.1 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 14
WAIVER**

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

**ARTICLE 15
INDEPENDENT PARTIES**

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

**ARTICLE 16
GOVERNING LAW**

- 16.1 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 17
FORCE MAJEURE**

- 17.1 Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control.

**ARTICLE 18
SURVIVAL**

- 18.1 The provisions in Article 1, any other applicable definitions, sections 3.1(b), 3.1 (c), 6.1 (to the extent that the Municipality has not provided the reports to the satisfaction of the Province), 6.2, 6.3, Article 7, Section 9.2, Articles 10, 11, 13, 16, 18, 19, and 20, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement.

**ARTICLE 19
SCHEDULES**

- 19.1 The Agreement includes the following schedules: (a) Schedule "A" – Background and Objectives; (b) Schedule "B" – Eligible Costs and Activities; (c) Schedule "C" – Payment; and (d) Schedule "D" – Reports.

**ARTICLE 20
ENTIRE AGREEMENT**

- 20.1 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.
- 20.2 The Agreement may only be amended by a written agreement duly executed by the parties.

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

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

Name: Ling Mark
Title: Director,
Source Protection Programs Branch
Pursuant to delegated authority

Date: _____

The Corporation of the Township of Edwardsburgh/Cardinal

Name:
Title:
Date: _____

Name:
Title:
Date: _____

I/We have authority to bind the Municipality.

SCHEDULE "A"

BACKGROUND AND OBJECTIVES

A.1 BACKGROUND

Ontario is committed to protecting drinking water from source to tap. The *Clean Water Act, 2006* enables communities to protect their drinking water sources through the preparation of collaborative, locally developed, science-based assessment reports and source protection plans.

Municipalities have a key role to play in implementing these plans. On May 2, 2013 the Province announced, as part of the 2013 Ontario Budget, an investment to help support small municipalities protect existing and future sources of drinking water. The Source Protection Municipal Implementation Fund provides one-time funding to offset a portion of the costs for small, rural municipalities.

A.2 FUND OBJECTIVES

A.2.1 Source Protection Municipal Implementation Fund Objective and Goals

The objective of the Source Protection Municipal Implementation Fund is to provide funding to assist small, rural municipalities in fulfilling policy obligations for significant drinking water threats as specified in an approved or proposed source protection plan that has been submitted for approval.

Those with policy obligations under source protection plans, including municipalities, are required to undertake preparatory activities such as acquiring the necessary resources (human, financial and technical) to position themselves to deliver on their obligations under the *Clean Water Act, 2006* and source protection plans.

The goals of the Source Protection Municipal Implementation Fund are to help build municipal capacity to implement source protection plans; and support sustainable, local actions to protect drinking water.

A.2.2 Project Objectives

The objectives of the Project are for the Municipality to use the Funds toward fulfilling their responsibility to implement one or more of the following significant drinking water threat policies in an approved or proposed source protection plan that has been submitted for approval:

- Policies for the purpose of Part IV of the *Clean Water Act, 2006*;
- Policies that govern *Planning Act* decisions;
- Policies that establish education and outreach programs; or
- Policies that specify other types of actions the municipality is required to take.

A.3 COLLABORATION INCENTIVE

To support the development of sustainable, local actions to protect drinking water and to help increase collaboration efforts among municipalities, up to \$15,000 in funding from the Source Protection Municipal Implementation Fund is available to each eligible municipality that collaborates with other municipalities. The Maximum Funds amount referenced in Article 1 includes the amount of up to \$15,000. As set out in section 3.1(a), the Province will determine the exact amount of the collaboration incentive funding based on the information set out in the collaboration statement referred to in Schedule "D." In order to receive any of the \$15,000, the Municipality must complete the collaboration statement and provide it to the Province by the due date shown in Schedule "D". The Province will subsequently notify the Municipality of the amount of collaboration incentive funding the Municipality is entitled to, based on the collaboration statement.

The Municipality's eligibility for this collaboration incentive funding is dependent upon the number of other municipalities that the Municipality has joined with to perform the Project. The Municipality may receive one of following amounts: \$5,000 for collaborating with one to two other municipalities; or \$10,000 for collaborating with three other municipalities, or \$15,000 for collaborating with four or more other municipalities.

To be eligible for this collaboration incentive funding, the Municipality must meet the following criteria:

- a) Municipal collaborator(s) are located in a source protection area and have vulnerable areas where activities could be a significant drinking water threat;
- b) Collaboration activities are related to the eligible activities listed in Schedule "B," section B.1; and
- c) Collaboration activities must take place within a reasonable time frame.

SCHEDULE "B"

ELIGIBLE COSTS AND ACTIVITIES

B.1 Eligible Activities

The Municipality may only spend the Funds on the following eligible activities undertaken by the Municipality, or are undertaken on the Municipality's behalf, between December 13, 2013 and December 7, 2015 that are directly related to the following:

Risk management

- a) Establishing and enforcing risk management plans under Part IV of the *Clean Water Act, 2006*;
- b) Communication with landowners affected by policies pertaining to Part IV of the *Clean Water Act, 2006*;
- c) Refining the number of threats within the Municipality pertaining to Part IV of the *Clean Water Act, 2006*;

Land use policies

- d) Implementing the Municipality's municipal land-use planning policies related to activities that are identified as significant drinking water threats;

Education and outreach

- e) Implementing education and outreach policies to address significant drinking water threats;

Other activities

- f) Working with the local source protection authority and local source protection committee to understand the Municipality's requirements under the source protection plan;
- g) Developing and/or modifying the Municipality's business processes in order to implement significant drinking water threat policies;
- h) Establishing processes for information sharing among municipalities and source protection authorities;
- i) Developing a reporting framework for the Municipality that aligns with the collection of data under section 65 of Ontario Regulation 287/07, made under the

Clean Water Act, 2006; and

- j) Other activities the Municipality undertakes to fulfill its requirements to implement significant drinking water threat policies.

B.2 Ineligible Activities

The following activities are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Refining the number of threats within the Municipality not pertaining to Part IV of the *Clean Water Act, 2006*;
- b) Threat refinement work already funded by the Province through source protection authorities;
- c) Activities that are already funded through another program, funding body, partners, or other means;
- d) Activities that are funded by the Source Protection Municipal Implementation Fund through another municipality;
- e) Fulfilment of the Municipality's responsibilities as a property owner undertaking activities identified as significant drinking water threats;
- f) Fulfilment of the Municipality's responsibilities under other legislation (e.g., Building Code); and
- g) Activities not related to fulfilling the Municipality's requirements to implement significant drinking water threat policies specified in an approved or proposed source protection plan that has been submitted for approval.

B.3 Eligible Costs

The eligible costs listed below must be directly related to the source protection implementation activities outlined in B.1:

- a) Municipal staff salaries and benefits for time spent working on the Project (such as hiring or re-assigning Municipal staff to serve as Risk Management Officials and Risk Management Inspectors as specified under the *Clean Water Act, 2006*; or administrative support required to establish and/or maintain the Risk Management Office);
- b) Fees incurred for contracted professional services from professionals, technical personnel, consultants, and contractors for work on the Project (such as hiring a consultant to support the Risk Management Official in determining appropriate

measures the Municipality should include in a risk management plan); and

- c) Printing and distribution costs related to education and outreach programs and activities necessary to implement a source protection plan.

B.4 Ineligible Costs

The following costs are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Travel, meals, accommodation and hospitality;
- b) Overhead (such as rent, utilities, human resources services, office supplies);
- c) Capital (such as vehicles, office furniture, computers, software licenses, etc.);
- d) Training (including staff and contracted professional services associated with training);
- e) Land expropriation or purchase;
- f) Incentives or compensation for property owners; and
- g) Costs for establishing risk management plans if costs have been or will be recovered from property owners.

SCHEDULE "C"

PAYMENT

MILESTONE	AMOUNT
Following Province execution of Agreement	\$29,810
Following Province approval of progress report as indicated in Schedule D (if applicable)	\$29,580
Following Province approval of collaboration statement as indicated in Schedule D (if applicable)	Up to \$15,000 as determined by the Province (see Schedule "A," section A.3)
Following Province approval of final report as indicated in Schedule D	\$14,795

SCHEDULE "D"

REPORTS

Name of Report	Due Date
1. Collaboration Statement (if applicable)	December 12, 2014
2. Progress Report	December 12, 2014
3. Final Report	December 11, 2015
4. Other Reports as specified from time to time	On a date or dates specified by the Province.

Report Details

5. The Municipality will use the collaboration statement template to set out the following:

- (i) A brief description of the collaboration activities, the municipalities that are collaborating, and the lead organization for each activity;
- (ii) the policies that the activities are supporting;
- (iii) the timelines for each activity; and
- (iv) the contact information and signatures of the collaborating municipalities.

2. The Municipality will use the progress report template which will set out the following:

- (i) actions undertaken to the date of the report in relation to the eligible activities and related expenditures outlined in Schedule "B", sections B.1 and B.3;
- (ii) information on general progress under the Project, including how it is meeting the Project objectives outlined in Schedule "A", section A.2.2;
- (iii) an assessment of the Municipality's readiness to fulfill its responsibilities under the source protection plan(s); and
- (iv) an attestation confirming that all Project expenditures were spent in accordance with Schedule "B" and confirming the Project is in compliance with the terms and

conditions of the Agreement signed by the Chief Administrative Officer, or equivalent unless otherwise agreed to by the Province.

3. The Municipality will use the final report template which will include the following:

- (i) a final description of the actions undertaken in relation to the eligible activities and related expenditures outlined in Schedule "B", sections B.1 and B.3;
- (ii) information on all progress under the Project, including a confirmation that the Project objectives outlined in Schedule "A", section A.2.2 were met;
- (iii) a final assessment of the Municipality's readiness to fulfill its responsibilities under the source protection plan(s);
- (iv) an attestation confirming that all Project expenditures were spent in accordance with Schedule "B" and confirming the Project is in compliance with the terms and conditions of the Agreement signed by the Chief Administrative Officer, or equivalent unless otherwise agreed to by the Province;
- (v) a description of the status of the progress made as a result of the collaboration activities, including any variance from the information provided in the collaboration statement; and
- (vi) an accounting of any unspent Funds and an explanation as to why there are remaining Funds.

4. Other Reports:

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