

CONTRIBUTION AGREEMENT

BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of the Environment and Climate Change who is responsible for Environment and Climate Change Canada ("ECCC")

AND Town of Niagara on the Lake
("Recipient")

Project Title: Identification of Non-point Source Pollution through Water Quality Testing.

Whereas ECCC is responsible for the Transfer Payment Program entitled "Sustainable Ecosystems", which provides the authority to enter into this Agreement under the program: Great Lakes Sustainability Funds (GLSF) ("ECCC Program");

Whereas the Recipient is eligible and has the capacity to carry out the Project;

Whereas the Recipient is providing or has secured additional funds from other interested parties totalling \$144,000 and thereby is meeting the ECCC Program requirement to obtain funding from other sources;

Whereas the Recipient shall not generate profit as a direct result of the Project directly supported by this Agreement;

Whereas ECCC wishes to provide financial assistance to the Recipient to enable it to undertake the Project;

Whereas ECCC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, ECCC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of Jan 00, 1900;

Whereas the financial payment to the Recipient shall not directly result in ECCC acquiring a good or service from the Recipient; and,

Whereas this Agreement is the instrument under which ECCC's contribution shall be made;

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, ECCC and the Recipient ("Parties") agree as follows:

1. **DEFINITIONS**

Unless the context otherwise requires:

"Agreement" - means this document along with the appendices and schedules in following list which together form an integral part of this Agreement, and together constitute the entire Agreement between the Parties, superseding all previous Agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Appendix A – General Terms and Conditions,
- Appendix B – Project Cashflow and ECCC Funding,
- Appendix C – Payment Request Form,
- Appendix D – Reporting Templates,
- Appendix E – Work Plan with expected outcomes, which describes the project in more detail.

“ECCC Contribution” means the contribution referred to in Section 5a.

“Eligible Expenditure” means an expenditure incurred by the Recipient between Jan 00, 1900 and the Agreement End Date, according to the terms and conditions of Section 6.

“Fiscal Period” means the period or part of the period commencing April 1 and ending March 31 of any year during the Agreement.

“In Kind Contribution” means the cash-equivalent contribution in the form of a useful and valuable good, service or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

“Project” means the project, activities or initiatives described in Section 4a) and detailed in Appendix E – Work Plan with expected outcomes.

“Total Canadian Government Funding” means the total cash and in-kind funding available to the Recipient for the Project from federal, provincial, territorial and municipal governments.

“Total Contribution” means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project, as set out in Section 5b).

2. DURATION

This Agreement comes into effect on the date of last signature ("Effective Date") and ends on March 31, 2019 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement.

The Project shall be completed by the Agreement End Date.

3. PURPOSE & EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of ECCC's Contribution to the Recipient.

ECCC's Contribution shall enable the Recipient to determine the location and source of contaminants that has been negatively affecting the water quality surrounding Queens Royal Park in the Town Niagara on the Lake.

This Agreement supports the objectives of the following ECCC program activity: 1.3.4 Great Lakes, with the expected result(s) of:

i. New knowledge and data produced by collaborating organizations contribute to the management and sustainability of Canadian ecosystems.

4. ACTIVITIES, PROJECT OR INITIATIVE BEING FUNDED

a) In order to achieve the expected results, the Recipient shall undertake the Project. The ECCC Contribution shall support, in whole or in part, the following key Project activities:

i. Establish and lead an investigative team of environmental technicians and water quality specialists through hired staff and contracted consultants.

ii. Develop and implement a monitoring protocol to determine key water quality testing locations and testing frequency.

iii. Conduct water quality testing, video camera inspection along the Queens Royal Park sewer line and adjoining lateral lines, and review infrastructure/engineering records to match to created video.

iv. Record and analyze data detailing the study results, and transfer knowledge and communicate results to appropriate agencies, including recommendations and future considerations for remedial measures.

Appendix E describes the Project activities in more detail.

5. MAXIMUM AMOUNT OF CONTRIBUTION

- a) ECCC agrees, subject to the terms and conditions of this Agreement, to contribute towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project, up to a maximum amount of \$70,000 cash.
- b) The Total Contributions secured or provided by the Recipient for the Project is \$214,000.
- c) Of this total, the Total Canadian Government Funding (cash and in-kind) is \$214,000 which represents 100% of the Total Contributions (cash and in-kind).
- d) By the Effective Date the Recipient provided, and ECCC accepted, a Project cashflow for the duration of the Project as set out in Appendix B. ECCC's cash contribution shall be based on the agreed upon cashflow requirements, and the maximum amounts to be available for each Fiscal Period are as follows:
 - for the Fiscal Period 2017-2018 in the amount of \$35,000
 - for the Fiscal Period 2018-2019 in the amount of \$35,000

The maximum amounts available for each Fiscal Period shall be confirmed or amended annually by both ECCC and the Recipient upon review of the cashflow requirements, as set out in Appendix B.

6. ELIGIBLE EXPENDITURES

- a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in this Agreement are met by the Recipient, at the satisfaction of ECCC:
 - Management and professional service expenditures
 - Contractors
 - The eligible expenditures above include any GST/HST that is not reimbursable by the Canada Revenue Agency and any PST not reimbursable by the Provinces

No overhead shall be included in the eligible expenditures in this Section.

- b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by ECCC prior to the time the expenditures are incurred.

7. BASIS AND METHOD OF PAYMENT

- a) Basis of Payment
Within the limits of Section 5 of the Agreement and Section 19 of Appendix A, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with ECCC's policies and the applicable laws relating to financial administration, as amended from time to time, ECCC agrees to pay the Recipient up to the maximum amount specified in Section 5a).
- b) Method of Payment

- i. The Recipient is eligible to receive payments for ECCC's Contribution stated in Section 5d) upon receipt and acceptance by ECCC of an accounting of the Eligible Expenditures directly incurred to-date by the Recipient for the purposes of undertaking the Project.
- ii. The Recipient shall submit to ECCC requests for reimbursement of Eligible Expenditures using the prescribed form provided in Appendix C.
- iii. Requests for reimbursement may be submitted to ECCC at any time during the Fiscal Period, but usually not more frequently than four times per Fiscal Period.

c) Final Payment

During the final Fiscal Period ECCC shall withhold a minimum of \$3,500 of ECCC's Contribution allocated to the final Fiscal Period. ECCC shall issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by ECCC of the final report(s) required by Section 8. The Recipient shall submit the request for final payment with the final report(s) required by Section 8.

8. REPORTING

a) Financial Reporting

Cash Flow Statement

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed to a cashflow statement for the entire period specified in Section 2, as detailed in Appendix B.

By March 31 of each year, both Parties shall review and agree to the quarterly cashflow requirements pertaining to the following twelve months. Any changes to the cashflow statement that do not result in a change to the total ECCC Contribution in a Fiscal Period shall be signed by both Parties and appended as an update to this present Agreement. Any changes to cashflow requirements that necessitate changes to other sections of this Agreement shall require an amendment to this Agreement, signed by both Parties.

Financial Forecasting

By September 15 and December 15 of each Fiscal Period the Recipient shall provide a financial forecast of the expenditures pertaining to the balance of the Fiscal Period.

Annual Reporting

The Recipient shall, no later than 30 days after the end of each Fiscal Period, provide an annual financial report including:

- an annual Project income and expenditure summary which shall identify all sources and use of the Project funds during the Fiscal Period;
- a statement detailing the use of ECCC Contributions provided during the Fiscal Period, including an explanation of any financial variances.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a final financial report including:

- a Project income and expenditure summary which shall identify all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of ECCC's Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

The accounting of total Project funding shall confirm that the Recipient continued to meet the eligibility requirements of the ECCC Program and identifies the need for any repayment, in part or in whole, of ECCC's financial contribution described in Section 5.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

Certification / Attestation

All Financial Reports submitted by the Recipient shall be certified by a senior officer of the Recipient's organization (such as a CEO or CFO) attesting to the correctness and completeness of the financial information provided.

b) Project Activity Progress Reporting

Project Description

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed upon a Project description for the entire period specified in Section 2.

By March 31 of each year, both Parties shall review and agree to the Project pertaining to the following 12 months. Any changes to the Project may constitute an amendment to this Agreement which shall be approved, in writing, by both Parties.

Ongoing Communication

The Recipient shall make all reasonable efforts to respond to ad-hoc requests by ECCC for information on Project progress. The Recipient shall also advise ECCC immediately of any substantial events that could impact the Project timeline or cashflow requirements.

Annual Reporting

The Recipient shall, no later than 30 days after the end of each Fiscal Period, provide an annual progress report on the Project and progress made in achieving the results, as set out in Sections 3 and 4.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a Project Performance Report with Project highlights, description of outcomes with respect to results set out in Section 3, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

- c) The Recipient shall provide the reports required by Section 8 using the templates provided by ECCC in Appendix D, or an alternative format as pre-approved by ECCC.

9. COMMUNICATIONS AND REQUESTS FOR PAYMENT

- a) Any request for payment or notice or other formal communication between the Parties shall be:
- i. delivered personally; or
 - ii. scanned and sent by email; or
 - iii. mailed by registered mail, return receipt requested; or
 - iv. sent by facsimile transmission, proof of transmission required, and addressed as follows:

for ECCC:

Environment and Climate Change Canada
Rose Iantorno, G&C Administrative Officer
Regional Director General's Office - Ontario / Great Lakes Areas of Concern
867 Lakeshore Road
Burlington, Ontario
Canada, L7S 1A1

for the Recipient:

Town of Niagara on the Lake
Sheldon Randall, Director of Operations
1593 Four Mile Creek Road
Virgil, Ontario
Canada, L0S 1T0

- b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by registered mail, it shall be deemed to have been received by the Parties on the fifth business day following the day it is so mailed, or on the day it is received whichever is earlier. If the notice is sent by email or facsimile transmission, it shall be deemed to be received as of the date of the transmission, and for facsimile as evidenced by an automated confirmation of transmissions.

10. SIGNATURES

The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

For Town of Niagara on the Lake

By: _____
(print name)

Title: _____
(print title)

Signature: _____

I represent and warrant that I am duly authorized to bind Town of Niagara on the Lake

Signed this ____ day of _____, 20____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Environment and Climate Change who is responsible for Environment and Climate Change Canada

By: Jon Gee

Title: Manager

Signature: _____

Signed this ____ day of _____, 20____