

Bill No. 41
2015

By-law No. A.-_____

A by-law to approve an Agreement between The Corporation of the City of London and the National Trails Coalition; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act*, 2001 S.O. 2001 c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act*, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a funding Agreement with the National Trails Coalition, for funding for recreational trails within The City of London (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule "A" to this By-law, being the Agreement between The Corporation of the City of London and the National Trails Coalition is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on January 27, 2015.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – January 27, 2015
Second Reading – January 27, 2015
Third Reading – January 27, 2015

SCHEDULE "A"

NATIONAL TRAILS COALITION FUNDING AGREEMENT FOR RECREATIONAL TRAILS

(PDF attached)



October 28, 2014

Dear Linda McDougall;

I am pleased to inform you that your organization's application has been approved for a contribution up to \$45,000.00 under the 2014-2016 National Trails Infrastructure Program, a key component of Canada's Economic Action Plan.

Attached is a Funding Agreement that must be signed by at least two signing officers from your organization. Also attached is a brief summary of that agreement.

Please sign at section 13, scan it and send it electronically to Roger Pelletier, National Coordinator at rogerp@ntc-canada.ca with a copy to me at execdir@ontariotrails.ca

Please insert the project number, the name of the project and the name of the Ultimate Recipient on the Funding Agreement in the subject line of your email message to make it easier for us to file electronically.

Then mail one hard copy of your signed agreement to National Trails Coalition, **4830, de Boucherville, Terrebonne, Quebec, J6W 4X9**. One copy of section 13 of the Funding Agreement will be authorized by two signing officers of the National Trails Coalition and it will be returned to you electronically.

Upon receipt of your digital copy of the Funding Agreement and confirmation that all of your required documents are in order and your matched funding is confirmed, the NTC will then issue, according to the start date of your project, a cheque payable to your organization for the first 50% of our contribution. This cheque will be mailed to your address as shown on the Funding Agreement unless you advise us otherwise.

I look forward to working with you and I wish you much success with your project.

Yours sincerely,

Mr. Patrick Connor, CAE SSA
National Program Administrator

NATIONAL TRAILS COALITION FUNDING AGREEMENT FOR RECREATIONAL TRAILS

This Funding Agreement, made as of the date of the last signature in Section 13 hereafter referred to as the “Effective Date” is

BETWEEN: COALITION OF CANADIAN TRAILS ORGANIZATIONS, OPERATING UNDER THE NAME OF THE NATIONAL TRAILS COALITION

AND The Corporation of the City of London

Individually referred to as a “Party” and collectively referred to as the “Parties,”

WHEREAS the Government of Canada announced \$10 million in Budget 2014 for the expansion and improvement of snowmobile and recreation trails across the country that can start and be substantially completed by December 31, 2015;

WHEREAS the Minister of Infrastructure, Communities and Intergovernmental Affairs is responsible for the program entitled the National Recreational Trails Program hereafter “NRTP” or “Program”;

WHEREAS the National Trails Coalition (“NTC”) is responsible to carry out the Program; and the Government of Canada wishes to provide financial support for the Program and its objectives;

AND WHEREAS NTC has received a funding application from the Ultimate Recipient that is included as Schedule A to this Agreement and this application has been approved for funding by the Board of Directors of NTC;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, NTC and the Ultimate Recipient hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this Funding Agreement and all its Schedules, as may be amended from time to time.

“**Contract**” means an agreement between the Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to the Ultimate Recipient in respect of the Program in return for financial consideration.

“**Declaration of Completion**” means a declaration in the form substantially prescribed in Schedule F (Declaration of Completion).

“**Effective Date**” means the date of the last signature of this Agreement.

“**Eligible Expenditures**” means those costs incurred and paid by the Ultimate Recipient in carrying out an Eligible Project that are eligible for funding under the terms of this Agreement and as set out in Schedule B (Eligible and Ineligible Expenditures).

“**Eligible Project**” means the project undertaken by the Ultimate Recipient in the application attached as Schedule A and summarized in Section 13 of this Agreement.

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Funds**” means the funds made available as a Project Grant by the NTC to the Ultimate Recipient identified in Section 13 pursuant to this Agreement.

“**In-Kind Contribution**” means non-monetary goods and services for which fair value is assigned but for which no payment occurs.

“**Ineligible Matching Funds**” means funding from any federal source, direct or indirect, other than the Project Grant being made available under this Agreement and may include sources such as TransCanada Trail, redirection of gas tax rebates by municipalities.

“**Project Completion Date**” means the date that an Eligible Project is deemed complete as determined through the reporting processes described in Schedule C but no later than December 31st, 2015.

“**Start Date**” means the proposed date as shown on the application as submitted by the Ultimate Recipient (included as Schedule A to this Agreement) which may be subject to change, but is no earlier than the Effective Date of this Agreement.

“**Substantial Completion**” or “**Substantially Completed**” means and occurs when the Project can be used for the purpose for which it was intended.

“**Substantial Completion Date**” means the date as shown on the executed Declaration of Completion as set out in Schedule F (Declaration of Completion).

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of the Program by means of a Contract.

“**Total Financial Assistance**” means total funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and In-Kind Contributions to any particular Eligible Project.

“**Ultimate Recipient**” means the organization whose application has been approved for funding by the NTC and who receives the Funds as per the Funding Agreement to carry out an Eligible Project and incur Eligible Expenditures.

“**Ultimate Recipient Requirements**” means those requirements described in Schedule E included herewith.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by the NTC to the Ultimate Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date of this Agreement and shall terminate on December 31, 2015, unless subject to early termination in accordance with this Agreement notwithstanding the requirements for record retention and participation in audit processes as described in Section 8.

1.4 SCHEDULES

The following schedules are attached to and form part of this Agreement:

Schedule A – Application

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Reporting, Audit and Evaluation (including Reporting Template)

Schedule D – Communications Protocol

Schedule E – Ultimate Recipient Requirements

Schedule F – Declaration of Completion

1.5 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

1.6 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions and provide a framework for the transfer of Funds to the Ultimate Recipient for investment in recreational trails for the NRTP.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY THE NTC

a) The NTC agrees, subject to the terms and conditions of this Agreement, to pay Funds to the Ultimate Recipient identified in Section 13 following.

b) Provided there is no default under the terms of Section 7.1 of this Agreement, Funds will be disbursed as follows:

- i. The first payment will be made, after signing of this Agreement and confirmation of eligible matching funds, based on the Start Date or Effective Date of this Agreement and will not exceed fifty percent (50%) of Funds.

- ii. The second payment will be made according to the Ultimate Recipient's actual reported Eligible Expenditures of the first payment as reported by the Ultimate Recipient through the process described in Schedule C (including digital pictures of progress to date) and on cash-flow projections. This payment will not exceed twenty percent (20%) of Funds.
 - iii. The third payment will be made according to the Ultimate Recipient's actual reported Eligible Expenditures of the first and second payments as reported by the Ultimate Recipient through the process described in Schedule C and as supported by the Ultimate Recipient's Declaration of Substantial Completion (Schedule F) of the project and digital pictures of completed project. This payment will not exceed twenty percent (20%) of Funds.
 - iv. The final payment will be made upon the Government of Canada's acceptance of final audited reports on the entire NTC funding program and will constitute the balance of Funds. The balance of Funds (the "Holdback") will be released by the Government of Canada when the NTC fulfils all its obligations to the Government of Canada for - final audited reports, claims and adjustments including confirmation that all Projects have filed a Declaration of Substantial Completion (Schedule F).
- c) The Parties acknowledge that the NTC's role is limited to making a financial contribution to the Ultimate Recipient and that the NTC will have no involvement in the subsequent operation of any Project. The NTC is neither a decision maker nor an advisor to the Ultimate Recipient.

3.2 COMMITMENTS BY THE ULTIMATE RECIPIENT

- a) The Ultimate Recipient is required to provide funding for the Eligible Expenditures of an Eligible Project in an amount at least equal to the federal funding for that Eligible Project. The Total Financial Assistance to an Eligible Project from all federal sources may not exceed fifty percent (50%) of the total Eligible Expenditures of that Eligible Project. Any funding received from other federal sources will be deemed as Ineligible Matching Funds for the Eligible Project.
- b) The Ultimate Recipient agrees to inform the NTC through the reporting requirements outlined in Schedule C of all Total Financial Assistance received for Eligible Projects. If NTC's total financial assistance towards any Eligible Project exceeds fifty percent (50%) of total Eligible Expenditures, NTC may recover the excess from the Ultimate Recipient or reduce Funds by an amount equal to the excess.
- c) The Ultimate Recipient agrees to substantially complete the Project in a diligent and timely manner but in no event later than December 31, 2015 within the costs and deadlines specified in the Ultimate Recipient Agreement, and agrees to be responsible for all costs of the Eligible Project including cost overruns, if any.
- d) The Ultimate Recipient will repay to the NTC any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- e) NTC may request that the Ultimate Recipient declare to the NTC any amounts owing to the NTC, under legislation or contribution agreements, which constitute an overdue debt. The Ultimate Recipient recognizes that any such amount owing is a debt due to the NTC and may be set-off by the NTC in accordance with Section 12.3 (Set-Off by NTC).

3.3 DISCLOSURE OF OTHER FUNDING AND ADJUSTMENTS

The Ultimate Recipient agrees to inform the NTC of all financial assistance received for the Project. If the NTC's Total Financial Assistance toward any Project exceeds fifty percent (50%) of total Eligible Costs, or if the Total Financial Assistance received or due in respect of Eligible Costs exceeds 100 percent (100%) thereof, the NTC may recover the excess from the Ultimate Recipient or reduce Funds by an amount equal to the excess.

3.4 CONDITIONAL FUNDING

A payment due by the NTC under this Agreement is conditional on receipt of funding from the Government of Canada.

3.5 PROJECT START DATE

The Ultimate Recipient agrees to launch the Eligible Project based on the Start Date of the Eligible Project and/or the Effective Date of this Agreement but not later than six (6) months after the later of the two dates, failing which the NTC may terminate this Agreement by providing a thirty (30)-day written notice to the Ultimate Recipient.

3.6 USE OF FUNDS

- a) The Ultimate Recipient agrees that it shall record Funds in a separate and distinct account, pending payment for Eligible Expenditures in accordance with the terms of this Agreement.
- b) The Ultimate Recipient agrees to pay Funds solely in respect of Eligible Expenditures identified in Schedule B.
- c) In accordance with the terms and conditions of this Agreement, all Eligible Expenditures must be incurred by December 31, 2015. The NTC shall be reimbursed, in whole or in part, for Funds advanced or paid for any Project which has not been substantially completed ("Substantial Completion") as of December 31st, 2015.

3.7 ENVIRONMENT

No funds will flow to an Ultimate Recipient for an Eligible Project until all environmental assessment requirements under the *Canadian Environment Assessment Act, 2012* have been satisfied as evidenced by production of approved federal or provincial documentation as applicable. Such evidence must be provided no later than March 31st, 2015, failing which the NTC may terminate this Agreement by providing a thirty (30) day written notice to the Ultimate Recipient.

4. CONTRACT PROCEDURES

4.1 AWARDING OF CONTRACTS

- a) The Ultimate Recipient agrees to ensure that all contracts for the supply of services or materials to the Project will be awarded and managed in a way that is transparent, competitive and consistent with value for money principles, and, if applicable, in accordance with the Agreement on Internal Trade and international trade agreements
- b) The Ultimate Recipient agrees that it will obtain three (3) quotes for all contracts that it awards in excess of fifteen thousand dollars (\$15,000). In addition, the Ultimate Recipient agrees that it will issue tenders for all contracts of one hundred thousand dollars (\$100,000) or more. Contract splitting to circumvent these requirements will not be permitted.
- c) If the NTC determines that the Ultimate Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Ultimate Recipient, the NTC may consider the expenditures associated with that Contract to be ineligible.

4.2 **CONTRACT PROVISIONS**

The Ultimate Recipient will ensure that all contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Ultimate Recipient agrees to include terms and conditions in all contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records including but not limited to its contracts, invoices, statements, receipts and vouchers, in respect of the Eligible Project for at least six (6) years after the Project Completion Date or December 31st, 2015 (whichever is later) and that the NTC has the contractual right to audit them;
- b) all applicable labour, environmental and human rights legislation is respected; and
- c) the NTC, the Government of Canada and the Auditor General of Canada, and their respective designated representatives, to the extent permitted by law, will, at all times, be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting this Agreement and Eligible Projects and will have free access to the Project site and to any documentation relevant for the purpose of audit and that a representative(s) of the Government of Canada may, if necessary, actually conduct such audit.

5. **CONFLICT OF INTEREST**

- a) The Ultimate Recipient and any of its contractors, advisors, partners, directors, officers, employees, agents or volunteers shall not engage in any activity where such an activity may create a conflict of interest.
- b) The Ultimate Recipient acknowledges that use of confidential information regarding this program shall constitute a conflict of interest situation.
- c) A conflict of interest shall also include a situation in which a person associated with the NTC program and any member of his or her immediate family or close associate benefits financially from his or her involvement in the NTC program and must be declared as part of the Declaration of Substantial Completion of the Project (see Schedule F). However, nothing in this section shall prevent volunteers from receiving reasonable out of pocket expenses incurred in connection with the NTC program.
- d) No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Ultimate Recipient will promptly inform the NTC should it become aware of the existence of any such situation.

6. **DISPUTE RESOLUTION**

A. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information.

- b) If a contentious issue arises, a NTC representative and the Ultimate Recipient will examine it together and will, in good faith and reasonably, attempt to resolve potential disputes as soon as possible and in any event within twenty (20) business days within receipt of notice of such contentious issue. Where the NTC representative and the Ultimate Recipient cannot agree on a resolution, the matter will be referred to the full NTC Board of Directors for resolution. The NTC Board of Directors will provide a decision within ninety (90) days.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of NTC to terminate this Agreement.

7. DEFAULT

7.1 EVENTS OF DEFAULT

- a) Any of the following events constitute Events of Default under this Agreement if the Ultimate Recipient:
 - i) has submitted false or misleading information to the NTC or made a false or misleading representation, except for an error in good faith, demonstration of which is incumbent on the Ultimate Recipient, to the NTC's satisfaction;
 - ii) has not complied with any of the terms and conditions of this Agreement;
 - iii) has failed to deliver a report as required under Schedule C of this Agreement;
 - iv) has delivered a report that does not satisfy the requirements set out in Schedule C of this agreement;
 - v) has neglected to comply with the Communications Protocol in Schedule D;
 - vi) has neglected or failed to pay the NTC any amount due in accordance with this Agreement;
 - vii) becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors, or goes into receivership or bankruptcy; or
 - viii) is wound up or dissolved.
- b) The NTC will not declare that an Event of Default has occurred unless the NTC has given notice to the Ultimate Recipient of the condition or event which in the NTC's opinion constitutes an Event of Default and the Ultimate Recipient has failed, within thirty (30) days of receipt of the notice, either to correct the condition or event complained of or to demonstrate, to the satisfaction of the NTC, that it has taken such steps as are necessary to correct the condition, and has notified the NTC of the rectification.
- c) Notwithstanding Section 7.1(b), the occurrence of any of the Events of Default listed at Section 7.1(a) (vii) or (viii) will automatically trigger a default under this Agreement without any further notice to the Ultimate Recipient.

7.2 REMEDIES ON DEFAULT

If the NTC declares that an Event of Default has occurred, the NTC may exercise one or more of the following remedies:

- a) suspend any obligation by the NTC to contribute or continue to contribute to the Ultimate Recipient including any obligation to pay an amount owing prior to the date of such suspension to the extent that it relates to the event of default;

- b) terminate any obligation of the NTC to contribute or continue to contribute to the Ultimate Recipient, including any obligation to pay any amount owing prior to the date of such termination to the extent that it relates to the event of default; and
- c) require the Ultimate Recipient to reimburse the NTC all or part of the Funds paid by the NTC to the Ultimate Recipient.

8. REPORTING, AUDIT AND EVALUATION

The Parties agree that auditing and reporting activities will be undertaken in accordance with Schedule C - Reporting, Audit and Evaluation of this Agreement.

- a) The Ultimate Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts and vouchers, in respect of the Program for at least six (6) years after the Project Completion Date or December 31st, 2015 (whichever is later).
- b) The Ultimate Recipient agrees that the Government of Canada may, at its own cost, and when it determines necessary, perform audits of any Eligible Expenditures and any Ultimate Recipient's books, accounts, records financial statements and claims for reimbursement of Eligible Expenditures for the purpose of verifying the costs of any Eligible Project, validating claims for reimbursement of Eligible Expenditures, ensuring compliance with the terms of this Agreement, and confirming amounts payable by Canada under this Agreement.
- c) The Ultimate Recipient agrees that the Auditor General of Canada may, at Canada's cost, after consultation with the NTC conduct an inquiry under the authority of subsection 7.1(1) of the *Auditor General Act* in relation to the use of funds. For the purposes of any such inquiry undertaken by the Auditor General of Canada, the Ultimate Recipient shall provide, upon request and in a timely manner, to the Auditor General of Canada or its designated representative:
 - i. all records held by the Ultimate Recipient, or by its agents or Third Parties of the Ultimate Recipient relating to this Agreement and the use of the Funds; and
 - ii. such further information and explanations as the Auditor General of Canada or its designated representative, may request relating to any of this Agreement or the use of the Funds.

9. COMMUNICATIONS

- a) The Parties will comply with Schedule D (Communications Protocol). The Ultimate Recipient acknowledges that its name, the amount awarded under the Program and the general nature of the Program and any evaluation or audit report and other reviews related to this Agreement may be made publicly available by Canada.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

10.01 LIMITATION OF LIABILITY

Subject to the federal *Crown Liability and Proceedings Act*, Canada, its officers, servants, employees or agents will not be held liable for any injury, including death to any person or for any loss or damage to property of any Ultimate Recipient or any obligation of any Ultimate

Recipient or anyone else, incurred or suffered by any Ultimate Recipient, their officers, servants, employees or agents arising directly or indirectly from one or more of the following:

- a) the Program or Eligible Projects;
- b) the performance of this Ultimate Recipient Agreement or the breach of any of the terms and conditions of this Ultimate Recipient Agreement by the NTC or a Third Party, or of any Ultimate Recipient Agreement by any Ultimate Recipient or a third party, and their respective officers, servants, employees, sub-contractors or agents;
- c) the design, construction, operation, maintenance, and repair of any part of the Eligible Projects;
- d) any omission or other wilful or negligent act of any Ultimate Recipient or Third Party and their respective officers, servants, employees, sub-contractors or agents in relation to the Program or Eligible Projects;
- e) the entering into by any Ultimate Recipients or their officers, servants, employees or agents, of a loan, capital lease or other long term obligation in relation to the Program or Eligible Projects;
- f) any decision of a court that prevents Canada from performing any obligation under this Agreement.

10.02 INDEMNIFICATION

The Ultimate Recipient agrees at all times to indemnify and save harmless the Government of Canada and the NTC, its officers, servants, employees or agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- a) The Eligible Project;
 - b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Ultimate Recipient, its officers, employees and agents, or by a third party, its officers, employees, or agents;
 - c) the design, construction, operation, maintenance and repair of any part of an Eligible Project;
 - d) any omission or other wilful or negligent act of the Ultimate Recipient or third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the act or negligence of an officer, employee, or agent of the NTC in the performance of his or her duties;
 - e) the entering into by the Ultimate Recipient or its servants, employees and agents of a loan, capital lease or other long term obligation in relation to an Eligible Project; and
 - f) any actions taken by the NTC pursuant to this Agreement,
- except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

11. ULTIMATE RECIPIENT REPRESENTATIONS AND WARRANTIES

11.01 REPRESENTATIONS AND WARRANTIES:

The Ultimate Recipient represents and warrants to the NTC that:

- a) the Ultimate Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;
- b) the Ultimate Recipient has the requisite power (corporate and other) to carry on the activities as contemplated by the Agreement;
- c) the execution and delivery of this Agreement by the Ultimate Recipient, and the carrying out by it of all of the activities as contemplated hereby by the Ultimate Recipient, have been duly authorized by all requisite corporate action;
- d) the Ultimate Recipient has full power to execute and deliver this Agreement and to perform its obligations hereunder;
- e) this Agreement constitutes a legally binding obligation of the Ultimate Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- f) the execution and delivery of this Agreement and the performance by the Ultimate Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i. violate the provisions of the Ultimate Recipient's by-laws, any other corporate governance document subscribed to by the Ultimate Recipient or any resolution of the Ultimate Recipient;
 - ii. violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii. conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound
- g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Ultimate Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Ultimate Recipient's ability to carry out the activities contemplated by this Agreement;
- h) all information submitted to the NTC as set out in this Agreement is true, accurate and was prepared in good faith and to the best of its ability, skill and judgment.

12. GENERAL

12.1 DEBTS DUE TO THE NTC

The Ultimate Recipient shall repay to the NTC any and all disallowed costs, surpluses and overpayments made under and according to the terms of this Agreement. Any amount owed to the NTC under this Agreement will constitute a debt due to the NTC, which the Ultimate Recipient agrees to reimburse the NTC forthwith on demand.

12.2 INTEREST ON DEBTS DUE TO THE NTC

Debts due to the NTC will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

12.3 SET-OFF BY NTC

Any debt due to the NTC by the Ultimate Recipient may be set-off against any amounts payable by the NTC to the Ultimate Recipient.

12.4 NO BENEFIT

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of any Contract made pursuant to this Agreement, or to any benefit arising from it that is not otherwise available to the general public. The Ultimate Recipient will promptly inform the NTC should it become aware of the existence of any such situation.

12.5 NO AGENCY

No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between the NTC and the Ultimate Recipient or between the NTC and a Third Party. The Ultimate Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of the NTC or of Canada.

12.6 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party to contract for, or to incur any obligation on behalf of, a Party or to act as agent for a Party. The Ultimate Recipient will take the necessary action to ensure that any Contract between the Ultimate Recipient and any Third Party contains a provision to that effect.

12.7 ASSIGNMENT

The Ultimate Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of the NTC. Any attempt by the Ultimate Recipient to assign any of the rights, duties or obligations of this Agreement without the NTC's express written consent is void.

12.8 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

12.9 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

12.10 AMENDMENTS

This Agreement can only be amended in writing by the Parties.

12.11 NOTICE DEEMED GIVEN

Any notice, information or document provided for under this Agreement may be delivered or sent by letter, postage or other charges prepaid and will be deemed to have been delivered on receipt. A Party may change the address below by notifying the other Party in writing.

Any notice to the NTC must be sent to:

National Trails Coalition
3000 Steeles Avenue East
Suite 201
Markham, Ontario
L3R 4T9

Any notice to the Ultimate Recipient will be addressed to the address detailed in Section 13 following.

12.12 COMPLIANCE WITH LAWS

The Ultimate Recipient agrees to ensure, in relation to its Project(s), that the requirements of all applicable laws, regulations, orders and orders in council, including environmental laws and regulations, are applied in all material respects, and that the requirements of all regulatory bodies are complied with.

12.13 ACCESS

The Ultimate Recipient will provide the NTC, Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access to the Eligible Project sites, facilities and any documentation for the purpose of audit, inspection, monitoring, evaluation and ensuring compliance with this Agreement as detailed in Section 8 of this Agreement.

12.14 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province identified in Section 13.01 following.

12.15 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

SECTION 13 – EXECUTION OF AGREEMENT

13.01 Identification of “Ultimate Recipient”:

Organization Name: **The Corporation of the City of London**

Organization Address: 383 Richmond St, Suite 1102 London ON N6A 3C4

Phone No: 519 661 2500 x6494 Fax No: 519 963 1483

Name of Project Manager: Linda McDougall

Email Address: lmcdouga@london.ca

13.02 Identification of “Eligible Project”:

Project Name: The Coves ESA – East Pond Connections

Project Number: ON-NM-026

Total Project Cost: \$150,000 (excluding in-kind and volunteer contributions)

Total Project Value: \$ 175,000 (including in-kind and volunteer contributions)

Total NTC Project Grant: \$ 45,000 (to a maximum of 50% of project cost)*

Other Federal Funding \$ 0.00 (Ineligible Matching Funds)*

* NTC Project Grant and Other Federal Funding combined cannot exceed 50% of the project cost

13.03 Declaration by “Ultimate Recipient”:

I/we confirm that I/we have read and understand this Agreement and agree to comply with all the terms and conditions as described herein and confirm that I/we have the authority and have been empowered to execute this Agreement on behalf of the named corporation:

The Corporation of the City of London

Original signed by: _____

Original signed by: _____

Name and Position Held (please print)

Name and Position Held (please print)

Date: _____

Date: _____

13.04 Execution of this Agreement on behalf of the COALITION OF CANADIAN TRAILS ORGANIZATIONS operating as the National Trails Coalition (NTC):

I/ (we) have the authority to bind the Corporation:

Jo-Anne Farquhar, President

Roger Pelletier, National Coordinator

Date: _____

Date: _____

SCHEDULE A – COPY OF APPLICATION



NATIONAL TRAILS COALITION COALITION NATIONALE SUR LES SENTIERS

For office use only
Date Received:

Application No.

NTC 2014/2016 TRAIL GRANT APPLICATION FORM

Contribution submission deadline: August 15, 2014

*u REVISED Nov 29/2014
SCOPE*

Submitted by:

Organization Name: The Corporation of the City of London

Organization Address: 383 Richmond Street, Suite 1102, London ON N6A 4L9

Phone No: 519-661-2500 x6494 Fax No: 519-963-1483

Date of Application: August 2014

Name of Project Manager: Linda McDougall, OALA, RPP

Email Address: lmcDoug@london.ca

Project Title: The Coves ESA - East Pond

Trail Project Category: Snowmobile ATV / ORM Non-motorized

Note: Applicants should review the Guidelines document in detail before completing this application form. It is available on the NTC website: www.ntc-canada.ca

1. Membership

To be eligible, an applicant must be a member in good standing of one of the provincial or territorial trails organizations that are listed on the NTC website. Please write the name of that organization below:

Ontario Trails

To qualify, eligible organizations must demonstrate the following:

- Expertise in trail construction, upgrading, renovation and rehabilitation;
- Ability to complete the project prior to December 31, 2015.

2. Required Documents:

- | | | |
|---|------------|-------------|
| Incorporation documents | ↑ enclosed | ✓ on file |
| Evidence that incorporation status is in good standing | enclosed | ✓ ↑ on file |
| Proof of Directors & Officers insurance | ↑ enclosed | ✓ ↑ on file |
| Proof of Comprehensive General Liability insurance | ↑ enclosed | ✓ ↑ on file |
| Evidence of environmental approvals | ↑ enclosed | ✓ ↑ on file |
| List of board members and the positions they hold | ↑ enclosed | ✓ ↑ on file |
| List of member organizations (if applicable) | ↑ enclosed | ✓ ↑ on file |
| Letter of support from the provincial trail organization related to the trail project category selected above | ✓ enclosed | |

3. Total Project Cost: \$150,000 Revised Scope Nov 24/2014
 UNJ

Project Cost \$ ~~300,000~~ (excluding in-kind and volunteer contributions)

Project Value \$ ~~350,000~~ (including in-kind and volunteer contributions)
 \$175,000

4. Amount Requested:

Project Grant \$ ~~75,000~~ ^{\$45,000} (to a maximum of 50% of project cost)

\$45,000.00 to be awarded as per NTC letter of Oct 28/2014

5. Permitted Trail Uses: (check all that apply)

Motorized:

Non-motorized:

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Snowmobiling | <input checked="" type="checkbox"/> Hiking, walking, running | <input checked="" type="checkbox"/> Cycling (touring, mtn. biking)
(on some trails) |
| <input type="checkbox"/> ATVing | <input type="checkbox"/> Horseback riding | <input checked="" type="checkbox"/> Cross country skiing, snowshoeing |

- Off-road motorcycling

Other Please specify: canoeing, Kayaking, wheelchair
 (i.e.: wheelchair, in-line skating, rollerblading, dog sledding, canoeing, kayaking, etc.)
 (on boardwalk)

6. Project Description

Please provide a detailed description of your project including its background. Also provide a map indicating the location of the project.

Project Description Coves ESA East Pond Trail Connections

The Coves Environmentally Significant Area (ESA) is situated in the central part of the City of London, south and west of the confluence of the north and south branches of the Thames River. The proposed trail system follows an ecosystem approach to allow residents and eco-tourists access to the unique beauty of the Coves ESA while protecting the ecological features and functions of the ESA. The implementation of the East Pond and Southcrest Ravine Trail connections as the first phase of the project is critical to improve publically accessible links to The Thames Valley Parkway (TVP) system in London and directly connects with the Thames Valley Trail in southwestern Ontario.

The Coves ESA Conservation Master Plan (CMP) 2014 identifies appropriate locations for sustainable trails, bridges, kiosk signage, boardwalks and a canoe launch along with recommendations for management to protect and enhance the ecological integrity of the Coves ESA to sustain the diversity of native plants, animals and habitats present. This grant will enable the completion of Phase 1, a “shovel ready” portion of the plan creating a vastly improved urban environmentally significant area that protects biodiversity and provides accessible, “Shared Use Non-motorized” trail connections for a variety of uses including cross-country skiing in winter.

We welcome the opportunity to partner with the Government of Canada and the Economic Action Plan (EAP) and the National Trails Coalition (NTC) and continue our partnerships with the Friends of the Coves, and The Upper Thames River Conservation Authority to implement and manage the trails proposed in the 2014 Conservation Master Plan for the long term including the critical links for the East Pond and Southcrest Ravine Trail connections.



LONDON COVES ESA

DRAFT TRAIL CONCEPT PLAN

Rev. July 10, 2014

LEGEND

- Proposed London Coves ESA Boundary
- Level 1 Hiking Trails
- Level 2 Pedestrian Trails
- Level 3 Pathway (Proposed)
- Thames Valley Parkway and Level 3 Trails (Existing)
- Level 4 On-Road Bike Route
- Proposed Bike Route Additions
- Existing Trails (Potential Closure)
- AA Proposed Access Area
- Proposed Secondary Access Point
- Proposed Node
- P Existing Parking
- P Proposed Parking
- Proposed Canoe Put In
- Proposed Pedestrian Bridge
- Proposed Overlook
- School Sites
- Public Open Space
- ESA Management Zones
 - Nature Reserves - NRA-c
 - Natural Area 1 - NA1a-d
 - Natural Area 2 - NA2a
 - Cultural Heritage - CHa

INTERPRETIVE SIGNAGE LEGEND

- HISTORICAL FEATURES**
- 01 Cove Railway Bridge / Outlet of the Oxbow
 - 01 Green Recycling Facility
 - 01 Springbank Electric Railway (1896 - 1936)
 - 01 Jeffrey Estate (Ca. 1918 - 1990)
 - 01 Coe Rifle Range (Ca. 1800 - 1950)
 - 01 River Meander Scrolls
 - 01 Norton Site (Ca. 1400 - 1450)
 - 01 J.P. Hunt Site
 - 01 Bowman Site
 - 01 Chestnut Hill, Residence of Andrew Weldon (1872 - Present)
 - 01 McArthur House & Orchard (Ca. 1850 - Present)
 - 01 Ice Houses
 - 01 Cove Hospital (Ca. 1910 - 1925)
 - 01 284 Greenwood - Drill Grounds
 - 01 Lord Simcoe Camped at the Coves
 - 01 Curling was first played at the Coves

NATURAL FEATURES

- 01 oxbow formation
- 01 naturalization
- 01 ESA
- 01 sycamore overlook
- 01 Stormwater Management
- 01 Low Impact Development
- 01 river valley slopes / stabilization
- 01 remnant woodlot
- 01 ecological sensitivity
- 01 forest management / protection
- 01 former landfill

Coves ESA Trail Management Area – The East Pond

Key Trail Management Actions

- install boardwalk
- establish a canoe launch (marked with a Blue C on Map below)
- establish parking area at access point with signage recognizing EAP/NTC
- install kiosk signage at access point showing trail locations & recognizing EAP/NTC
- improve trail surfaces for public use
- restore natural vegetation
- create overlook at Sycamore tree

Historical Features

- location of Jeffery Estate (ca. 1918 to 1990) (yellow 4i on Map below)
- former site of ice houses and ice harvesting from the East Pond (12i on Map below)

Natural Features

- location of rare Hackberry Woodland
- location of distinctive Sycamore tree (white 4i on Map below)



East Pond Map with Connections to Thames Valley Parkway in Purple and the On-road Bike Routes in Blue

The following sub-sections focus on specific criteria upon which all projects will be rated:

6.1 Trail Management Expertise

It is important that applicants are experienced in trail construction, upgrading, renovation and rehabilitation. Please provide a detailed description of your previous experience in managing trail construction. Also address your plans for long-term management and maintenance of your trail project. Your volunteer support should also be described.

The City of London's Environmental and Parks Planning highly qualified team of Planners, Landscape Architects, Ecologists and Foresters who have over 20 years of experience and are responsible for planning, constructing, upgrading, renovating and rehabilitating London's primary recreational pathway system, including the Thames Valley Parkway (TVP) which follows the three branches of the Thames River. In the last 20 years the TVP has been expanded from 20 kilometres to almost 50 kilometres in length. The TVP is now linked to a fully accessible pathway network throughout London that is over 150 kilometres in length making it one of Ontario's best recreational pathway systems. The TVP is monitored, managed and maintained by the City's highly qualified Parks Operations staff.

The City of London's Environmental and Parks Planning section's highly qualified staff is also responsible for constructing, upgrading, and rehabilitating London's trail system in the City's Environmentally Significant Areas. Our ESAs are managed under a long-term contract by the Upper Thames River Conservation Authority.

There will be on-going opportunities for community engagement and stewardship activities by many groups including:

- Local schools
- Adopt an ESA groups
- Friends of the Coves
- Reforest London

The Friends of the Coves have actively engaged in stewardship of the Coves for over fifteen years. The Friends of the Coves is comprised of over 150 members and even more volunteers who share the vision of preserving and improving this unique natural area.

6.2 Emphasis on Employment

One objective of this program is job creation. Please estimate the project costs that are represented by wages or contracts that employ people. Also provide estimates of the type and number of jobs to be created and their tenure.

The Phase 1 implementation cost is \$150,000.00 and in London 60% of trail construction costs are directed for labour and wages, and the remaining 40% covers the costs for materials. \$90,000.00 in wages will be paid to a local contractor with significant experience in trail construction, directly providing jobs for approximately 5 people over a period of six months. \$60,000.00 in materials will be spent for predominantly locally-sourced materials providing a number of jobs in London's manufacturing and retail sectors.

Over the long term an additional ESA team staff member at the UTRCA will be hired to manage the Coves ESA under contract with the City. This represents one, permanent full time job. A City Ecologist is employed to oversee the UTRCA management team, coordinate the Adopt an ESA groups and implement the recommendations in the Coves ESA Conservation Master Plan that was developed ahead of trail implementation. The implementation of this project will add an 8th ESA to the 7 ESAs the City currently manages, bringing additional work for City staff and managers over the long term.

The many in-direct, long term jobs associated with eco-tourism and recreational use of the Coves ESA trails are described in Section 6.4.

6.3 Other Funds Raised

Under this program the maximum percentage of total project costs that may be contributed by the Government of Canada is 50%. The objective of this grant program is to maximize the investment in top quality trail projects. Applicants are encouraged to maximize other funds raised because that will facilitate an increase in total projects that could receive funding. Projects where the funding obtained from other sources is greater than 50% will be rated higher than similar projects at the 50% level.

Also please specify all other non-cash resources or in-kind contributions from all other sources (i.e. donations of materials, volunteer contributions) that will enhance the economic value of your project.

The City of London will cover which is \$112,500, which represents 75% of the \$150,000 Phase One implementation costs. The City of London has already spent over \$100,000 on consulting fees for the Coves ESA Conservation Master Plan and community engagement process to develop the plan and dedicated many hours of staff time to the process.

Ongoing non-cash resources and in-kind contributions will continue to be provided by local Adopt an ESA groups and the award winning Friends of The Coves. Over 150 community residents have joined Friends of The Coves Subwatershed Incorporated (FOTSCI) since its creation in 1999. They participate actively in numerous, regular events centred around the restoration of the Coves Subwatershed. These include annual cleanup activities, native species planting projects, development of walking trails, creating and delivering educational activities for children and adults, and becoming increasingly devoted to advancing environmental awareness amongst their neighbours.

The Old South Community Organization is an active, charter partner. It helps recruit local residents to assist FOTSCI in some of their sponsored volunteer activities, attesting to the success of their community engagement. The Ministry of the Environment Ontario, the Upper Thames River Conservation Authority, the Ministry of the Environment, and the Environmental and Ecological Planning Advisory Committee of the City of London have all become consistent and dedicated partners that support the goals of FOTSCI.

FOTSCI was awarded the June Callwood trophy in 2007 recognizing them as one of Ontario's leading volunteer organizations in recognition of the numerous strong and permanent relationships with multiple community, volunteer, government and academic organizations that have become active and committed partners in the continuous achievement of their goals.

6.4 Economic Benefits

Across Canada trails are stimulating tourism and recreation-related spending. Local trail users and visitors provide direct economic benefits to hotels, restaurants, retailers, gas stations and other businesses as a result of increases in trail activities. Spending on durable goods such as bicycles, skates, hiking boots and motorized recreation equipment are all direct benefits to local retailers. This activity attracts and revitalizes businesses, creates jobs and increases public revenues. Please describe the economic benefits that will be created in your region as a result of your project.

Numerous quality of life and economic benefits are likely to accrue as residents, businesses and visitors to London benefit from a great trail system in a natural setting near the amenities available in this very urban area of London. An Eco-tourism study for London was completed in 2014 by Western University Master's level students and the overall findings of the report strongly suggest that London has potential to build its image as an urban ecotourism destination.

The financial calculations for economic value brought to the London area from tourism visits is based on London's 2012 -2016 Business Plan Summary, Tourism and Sports Attraction and Services document. In 2009, \$456,800,000 was generated through 1,400,000 overnight visits,

and 1,500,000 day trip visits. If assumed that an overnight visit will generate twice as much as a day visit (explanation for this assumption given below), it can be calculated that an overnight visit will generate \$212.47, and a day visit will generate \$106.23. (City of London) A 2011 Ontario Ministry of Tourism and Culture report claimed that an overnight hotel occupancy rate for London was \$99.03. (Ontario Ministry of Tourism and Culture, 2011) It is expected that an overnight visitor would need to pay for hotel accommodation, and possibly a small meal or other miscellaneous expenses, so an estimation that an overnight visitor spending twice as much as a day visitor is likely fairly accurate.

The Coves ESA trail system provides the City with another feature that will be attractive and promoted for eco-tourism, by local businesses and by those wishing to recruit people to London. Indirectly, promoting tourism will provide revenue and employment for the food and hospitality industries. As well, any sports equipment retailers and outdoor equipment manufacturers will see gains in their business, justifying the decision to employ more workers. Specifically, the building of a new canoe launch at the East Pond of The Coves ESA could create an upswing in local canoe sales as Nova Sports Equipment Ltd. at 471 Nightingale Avenue in London, ON Canada. The associated increase in local trail and canoeing activity will increase tourism and help to revitalize local businesses, create jobs and increase property values and public revenues.

6.5 Respect for the Environment and Sustainable Trail Development

Sustainability means using, developing and protecting resources in a manner that enables people to meet current needs and at the same time provides for the needs of future generations from the joint perspective of environmental, economic and community objectives. Please describe how your project will respect our environment and what measures you will use to build sustainable trails.

The City of London is a national leader in Sustainable Trail Development having created the Planning and Design Standards for Trails in Environmentally Significant Areas Guideline document. This document relies on the City of London Official Plan and the best practice guidelines for developing recreational facilities within national and provincial parks. It is consistent with and generally exceeds best practices surveyed from other urban municipalities in Canada and the United States and is now referenced by The City of Toronto.

Trail planning in ESAs is part of the second phase of the Conservation Master Plan (CMP) process and is based on the Planning and Design Standards for Trails in ESAs document to ensure sustainable trail development. The basic principle for trail planning and design is to protect the natural features and ecological functions for which the ESA has been identified. The ecological integrity and ecosystem health of the ESA has priority in any trail use or design-

related decisions. This provides an opportunity to promote and engage a natural resource stewardship ethic among users. A stewardship ethic refers to the thoughtful care of ecological systems to preserve or enhance their natural qualities and recognizes that the values and goals of all users of natural areas are more similar than they are different. A properly designed trail system is required to meet the needs of a wide mix of trail users in an urban setting.

Trail planning and design must address physical sustainability (trails that will retain their form over years of use and natural forces acting on them); ecological sustainability (managing the impacts of trail location and use to ensure no loss of ecological features and functions) and stewardship (fostering of individual and collective responsibility for protection of natural areas).

The Coves ESA CMP builds on many environmental studies previously completed for the Coves ESA:

- Natural Heritage Inventory and Evaluation for the Coves ESA (North-South Environmental, 2014)
- Coves Elmwood Gateway Concept Plan prepared by the City of London (2010)
- Thames Valley Corridor Plan prepared by Envision (2010)
- Coves Subwatershed Plan Final Report and Appendices prepared for Friends of the Coves by PEIL (2004)
- The Archaeological Component of the Coves Subwatershed Study prepared by D.R. Poulton & Assoc. (2004)
- The Coves Drainage and Remediation Master Plan Final Report prepared by Dillon Consulting (2004)
- Euston Park Naturalization Plan prepared by Friends of the Coves (2004)
- The Coves Drainage and Remediation Master Plan Characterization Report prepared by Dillon Consulting (2003)

Within the highly disturbed Silver Creek Ravine area the City will construct a sustainable pathway and bridge structure to protect and rehabilitate the watercourse, reduce erosion of the steep slopes, and enhance native species diversity. The boardwalk for the East Pond will serve to protect the wetlands while providing better accessibility. Throughout these project aspects there will be opportunities for community engagement and participation in stewardship activities.

6.6 Significance of Trail System

A fundamental objective of the NTC Grants program is to foster development of connections between existing trails within regions and between regional trail systems to create province-wide systems for all types of shared use trails. Please describe how your project will enhance

connections with existing trail networks. If a strategic trail plan has been developed in your region or province, please note how your project fits into that plan.

The implementation of the Coves ESA East Pond connections are critical to improve publically accessible neighborhood connections and connections to The Thames Valley Parkway (TVP) and the Thames Valley Trail. The current TVP is 40 kilometres in length, offers scenic river crossings and is linked to over 150 kilometres of additional pathways connecting all corners of London and out into the broader region on the Thames Valley Trail that includes over 110 kilometers of trails. These trails are then linked with the Avon Trail, which is about 100 km, and joins the Grand Valley Trail via Stratford. This plan will foster improved connections and integrates with the City of London, Bicycle Master Plan, A Guideline Document for Bicycle Infrastructure in the City of London prepared by City of London Planning Division (2005).

6.7 Strategic Priorities

Describe how your project will contribute to the strategic priorities of the NTC such as safety, environmental protection and/or health promotion.

The East Pond Coves ESA trail proposal will improve the safety in the Coves ESA as the area will be better managed and monitored. The trail surface, boardwalk and canoe launch will provide improved access for public use and health benefits associated with active living. The boardwalk and trails have been reviewed to improve the environmental protection of the Coves ESA. Anticipated increased use will result for many reasons, such as:

- improved signage and trails will encourage more use and improved safety
- desire to increase connection of the public, young and old, with nature
- desire to increase outdoor activity and improve health
- publicity campaign and promotion of new trails, and canoe launch

Involvement of Local Schools

Local primary and high school students have the opportunity to increase their knowledge of ecological and environmental protection and participate in stewardship of the Coves trails in their community through:

- In-Class Presentations, Field Trips, Outdoor Classroom events and Feedback
- Spring into Action Volunteer Opportunity
- 40-Hours of Fall/Spring Youth Engagement (high school volunteer requirements)

Benefits for youth

Benefits for the Municipalities and other stakeholders

- Learn about the ecology of woodlands, watercourses, and natural area management
- Develop a sense of environmental stewardship
- Fulfill community volunteer requirements for high school
- Health benefits of physical activity in nature
- Interact with young people in positive, constructive ways
- Build a stronger sense of an integrated community effort to preserve the site
- Enhance the ecological integrity of a local green space
- Economic benefits for local businesses as use of the Coves ESA increases

The focus for this initiative is primary and high school students from schools in the vicinity of the Coves ESA including:

- Kensal Park Public School
- École Élémentaire Catholique Frère André
- Westminster Secondary School
- Victoria Public School

6.8 Project Timelines

Provide a timeline for the project including critical dates for implementation (attach your work plan). Identify key progress points for the project. Note that all projects must be completed by December 31, 2015.

September 2014 Coves ESA Conservation Master Plan endorsed by Council and UTRCA

October /November 2014 Detail Design and Kiosk Sign Installation

April 2015 Award Construction Contract

May 2015 Begin Construction

October 2015 Complete Construction

6.9 Cash Flow Projections

Provide detailed monthly projections of all expected cash receipts and disbursements for the duration of your project.

November 2014 - \$35,000 for Detailed Design and Kiosk Signs Installation

May 2015 Begin Construction / Contract Awarded- \$20,000

June 2015 – \$20,000

July 2015 - \$20,000

August 2015 - \$20,000

September 2015 - \$20,000

October 2015 - \$15,000 Project 100% Completion

Total \$150,000

6.10 Communications

Describe your plans for communicating the initiation, progress and completion of your project and your plans to acknowledge the contribution of the Government of Canada, the NTC and other partners.

Public announcements at the initiation and conclusion of each phase will be done through a publicity campaign in which EAP/NTC officials will be invited to attend and speak. The EAC/NTC will be recognized as frequently as possible and a detailed acknowledgement of its financial and philosophical support for the Coves ESA trails will appear on all our printed materials and the City of London web site.

Prominent, permanent kiosk signs acknowledging The Government of Canada's EAP and the NTC funding and their ongoing commitment to trails and the environment will be erected at three principal locations and viewed by over 60,000 vehicles per day. Signage on Wharncliffe Road South at the Elmwood Gateway access will be viewed by 34,000 vehicles per day, signage on Springbank Drive by 24,000 vehicles per day and by another 4,000 vehicles per day on Beachwood Ave promoting our sponsors at NTA and EAP and encouraging use of the new trails and recreational opportunities in the Coves ESA. The kiosk signs are an integral part of the self-directed and interactive educational phase of the project. The kiosk signs will be constructed of high quality material in accordance with the specifications provided by Economic Action Plan

(EAP) and the National Trails Coalition (NTC) Style Guide and Project Signage Guidelines and will be maintained over the long term by the City.

6.11 Reporting

Describe how your project developments will be reported to the NTC including use of videos and/or digital photography.

Monthly status reports will be provided to NTC that include photos and videos of recent milestones in kiosk signage, trail, bridge, canoe launch and boardwalk construction.

6.12 Other

Please provide any other relevant information.

7. Submission

All of the information regarding submission is shown on the NTC website: www.ntc-canada.ca. If you have any questions please contact the National Program Administrator (NPA) for your Organization as shown on the website.

Regional Advisory Committee (RAC) Review

Your application will be reviewed by your provincial / territorial Regional Advisory Committee of the NTC. It will prioritize the applications and make recommendations for approval by the NTC Board of Directors.

8. Notification of Results

You will be notified of the final results of deliberations regarding your application

9. NTC Trail Grant Funding Agreement

Successful applicants will be required to agree in writing to the terms and conditions for the grants. The first instalment of the grant will not be provided until the NTC Trail Grant Funding Agreement has been completed and signed by the applicant and approved by the NTC.

Authorized Signatures:

The undersigned hereby certify the following:

- we are duly authorized to bind our organization;
- the information included in our application accurately describes our project; and
- our organization fully supports this application for funding.

Linda McDougall

signature

Ecologist

title / organization

July 30/2014

date

signature

Manager Environmental & Parks Planning, City of London

title / organization

Aug. 12/14

date

Contribution submission deadline: August 15, 2014

SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES

B.1. ELIGIBLE EXPENDITURES

Eligible Expenditures will be all direct expenditures which are in the NTC's opinion properly and reasonably incurred and paid by an Ultimate Recipient for an eligible investment under a contract for goods or services necessary for the implementation of an Eligible Project. Eligible Expenditures include only the following:

- a) the capital costs of constructing, rehabilitating, upgrading or renovating trails;
- b) the costs of joint communication activities (press releases, press conferences, translation, etc.) and signage recognition set out in the Communication Protocol as set out in Schedule D (Communications Protocol);
- c) the costs of surveying, engineering, architectural supervision, testing and management consulting services, including but not limited to fees paid to professionals, technical personnel, consultants and contractors;
- d) the costs of labour, materials, licenses or permits and equipment rental, for the refurbishment and construction of trails;
- e) the costs of labour, materials, licenses or permits and equipment rental, for the refurbishment and construction of water crossings, including but not limited to bridges;
- f) the costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Canadian Environmental Assessment Act 2012* or provincial legislation and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- g) the costs of economic impact studies;
- h) costs of purchasing and installing signage for trails, including regulatory, safety, directional, interpretive, and trailhead signage;
- i) costs of Aboriginal consultation; and
- j) other costs that, in the opinion of the NTC, are considered to be direct and necessary for the successful implementation of an Eligible Project.

Eligible Costs can accrue effective as of the Start Date or the Effective Date of the Funding Agreement whichever is later. .

B.2. INELIGIBLE COSTS

The following costs are ineligible:

- a) costs incurred prior to the Eligible Project Start Date or the Effective Date of this Agreement (whichever is later);
- b) costs incurred after the Project Completion Date or December 31st, 2015 (whichever is earlier);
- c) the cost of developing a business case or proposal for funding;
- d) the cost of purchasing land and associated real estate and other fees;
- e) financing charges and interest payments on loans;
- f) leasing land, buildings and other facilities;
- g) the purchase or long-term lease of snowmobiles, all-terrain-vehicles, trail grooming machines, construction equipment or other recreational vehicles;

- h) the cost of any goods and services which are received through donations or in kind;**
- i) costs relating to services delivered directly by permanent employees of the Ultimate Recipient, except in cases where the Ultimate Recipient can demonstrate value for money and that the costs are incremental;**
- j) taxes , for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates; and**
- k) legal fees.**

SCHEDULE C – REPORTING, AUDIT AND EVALUATION

C.1 PROGRESS REPORTS

Save as herein provided, beginning with the start of work, monthly progress reports must be submitted by the Ultimate Recipient to the NTC no later than the end of the third week in each month. In addition, the Ultimate Recipient agrees to provide digital pictures to the NTC showing the status of the Project prior to the start of work, during the progress of the Project and upon Substantial Completion of the Project. These digital pictures must include consistent reference points and must be time stamped to indicate the dates on which they were taken and they must be of a resolution that is acceptable to the NTC.

The monthly progress reports shall be submitted in an electronic format agreed to by the Parties and will include, but not limited to, the following:

- a) Amounts received from the NTC through this Agreement;
- b) Amounts spent by the Ultimate Recipient for all sources of funding;
- c) The amount and identity of all sources of funding including provincial and municipal governments;
- d) Project description including closest community and GPS coordinates;
- e) Project status;
- f) Signage installation;
- g) Highlights of communications activities regarding the Project during the reporting period;
- h) Outcomes of the project such as seasonal economic activity, increased number of recreational trails, improved or restored trail infrastructure and
- i) Performance indicators which may include: number and tenure of paid hours worked, kilometres of trail built, upgraded or rehabilitated, connections to other trails or systems;

A standardized reporting template will be provided to all Ultimate Recipients. The Ultimate Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of data required to complete the progress reporting detailed above.

C.2 AUDITS

A Compliance Audit will be conducted on the Program by a national accounting firm in accordance with Generally Accepted Auditing Standards. The main objective of the compliance audit is to provide assurance that the NTC has established and employed adequate processes to implement the Program and will assess the overall management and administration of the Program and will provide recommendations for improvement or redress with prompt and timely corrective action to be taken on all audit findings.

Following Substantial Completion of all projects, the NTC will prepare a Final Report for the Program. A Financial Audit will then be conducted by a national accounting firm in accordance with Generally Accepted Auditing Standards. The main objective of the financial audit is to determine that information has been presented fairly in the NTC financial statements in accordance with Generally Accepted Accounting Principles and to determine whether expenses claimed and amounts paid to the Ultimate Recipient comply with the Eligible Expenditure criteria set out in Schedule B (Eligible and Ineligible Expenditures).

The Ultimate Recipient hereby agrees to fully cooperate with these auditors. The final holdback of 10% of the Funds will not be paid to the Recipient until these audit reports have been accepted by the Government of Canada.

The Auditor General of Canada will also conduct an audit of the NTC program and the Ultimate Recipient hereby agrees to fully cooperate with all auditors representing the Government of Canada.

C.3 EVALUATION

The Government of Canada may conduct an evaluation of the NTC program, either as an individual evaluation or part of a larger departmental evaluation. If an evaluation is carried out, the Ultimate Recipient agrees to cooperate with respect to the evaluation and to provide Eligible Project-related information to Canada during and following the termination of this Agreement.

C. 4 REPORTING TEMPLATE

(TO BE PROVIDED)

SCHEDULE D – COMMUNICATIONS PROTOCOL

D.1 PURPOSE

The provisions of this Communications Protocol apply to all communications activities related to any funding under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, Eligible Project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.

Through collaboration, NTC, Canada and the Ultimate Recipient agree to work to ensure clarity and consistency in the communications activities meant for the public.

D.2 PROJECT SIGNAGE

- a) Canada, the NTC and the Ultimate Recipient may each have a sign recognizing their contribution to Eligible Projects.
- b) At Canada's request, the Ultimate Recipients will install a temporary federal construction sign to recognize federal funding at Eligible Project sites. A common-sense approach will be taken to installing these according to criteria that will be established in consultation with the NTC. The criteria will reflect that Eligible Projects in remote locations and of small value and duration may not be appropriate for signage.
- c) Signage will be produced in accordance with current federal signage design and installation guidelines. These guidelines will be provided to the NTC by Canada who will then provide the guidelines to Ultimate Recipients.
- d) Where the NTC or an Ultimate Recipient decides to install a permanent plaque or other suitable marker for an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- e) The Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- f) The NTC agrees to inform Canada of signage installations on a mutually agreed-upon basis. The NTC will be required to ensure the Protocol is followed in order to meet Canada's communications requirements.

D.3 MEDIA EVENTS AND ANNOUNCEMENTS FOR ELIGIBLE PROJECTS

- a) Canada and the NTC agree to have regular announcements of Eligible Projects that are benefiting from NRTP funding provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
- b) Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- c) Canada, the NTC or an Ultimate Recipient may request a media event.
- d) Media events related to Eligible Projects will not occur without the prior knowledge and agreement of Canada, the NTC and the Ultimate Recipient.
- e) The requester of a media event will provide at least fifteen (15) working days' notice to the other parties of their intention to undertake such an event. The event will take place at a mutually agreed-upon date and location. Canada, the NTC and the Ultimate Recipient will have the opportunity to participate in such events through their own designated representative.
- f) The conduct of all joint media events and products will follow the Table of Precedence for Canada.

- g) All joint communications material related to media events must be approved by Canada and recognize the funding of the parties.
- h) All joint communications material must reflect Canada's Policy on Official Languages and the Federal Identity Program.

D.4 COMMUNICATIONS COSTS

The eligibility of costs related to communications activities will be subject to Schedule B (Eligible and Ineligible Expenditures).

D.5 PROGRAM COMMUNICATIONS

Canada, the NTC and Ultimate Recipients may include messaging in their own communications products and activities with regard to the NRTP.

The Party undertaking these activities will provide the opportunity for the other Parties to participate, where appropriate, and will recognize the funding of all contributors.

Canada and the NTC agree that they will not unreasonably restrict the other Party from using, for their own purposes, public communications products related to the NRTP prepared by Canada, the NTC or Ultimate Recipients, or, if web-based, from linking to it.

Notwithstanding Section 3 of this Schedule D, Canada retains the right to meet its obligations to communicate information to Canadians about the NRTP and the use of funding through communications products and activities.

D.6 OPERATIONAL COMMUNICATIONS

The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada, the NTC or the Ultimate Recipient will share information promptly with the others should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada and the NTC will advise the Ultimate Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

D.7 COMMUNICATING SUCCESS STORIES

The NTC agrees to facilitate communications between Canada and Ultimate Recipients for the purpose of collaborating on communications activities and products, including but not limited to, Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

D.8 ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada, the NTC or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the NRTP or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other Parties of its intention, and to inform them no less than twenty-one (21) working days prior to the campaign launch.

SCHEDULE E – ULTIMATE RECIPIENT REQUIREMENTS

In addition to the commitments detailed in Section 3.2 and representations and warrants detailed in Section 11 of this Agreement, the Ultimate Recipient agrees to the following:

1. Acknowledge that the NTC may request the return of Funds or holdback additional Funds if the Ultimate Recipient is in default under the Ultimate Recipient Agreement.
2. Comply with all legislated environmental assessment and protection requirements and agree that no Funds will be committed to an Eligible Project until all required environmental assessment requirements have been satisfied.
3. Implement all mitigation measures identified in every environmental assessment of the Eligible Project.
4. Obtain all necessary permits, licenses and authorizations from federal, provincial/territorial and local authorities and to comply with the terms and conditions of these approvals.
5. If Funds are paid by the NTC to an Ultimate Recipient in advance of the Ultimate Recipient incurring and paying Eligible Expenditures, if such advanced funds are not paid by the Ultimate Recipient in respect of Eligible Expenditures within sixty (60) days of the advance payment, the NTC will withhold further payment of Funds to the Ultimate Recipient and/or seek repayment of the Funds to the NTC.
6. Immediately notify the NTC if, at any time during the life of this Agreement, the Ultimate Recipient determines that it will not be possible to complete construction of an Eligible Project unless it expends amounts in excess of the funding available to it. If the Ultimate Recipient so notifies, it will, within thirty (30) days, provide a summary of the measures that it proposes to remedy the shortfall. If the NTC is not satisfied that the measures proposed will be adequate to remedy the shortfall, then the NTC may terminate or suspend its funding obligations until such time as measures are proposed that, in NTC's opinion, will be adequate to remedy the shortfall, whereupon its funding obligation will be reinstated. In the case of termination, the Ultimate Recipient will be required to refund all federal funds to the NTC.
7. Submit the monitoring (including the GPS location of the project) and regular reporting requirements including digital pictures which will enable the NTC to fulfill its reporting requirements under the Agreement with the federal government, including the reports, attestations and declarations stipulated in Section 7 (Reporting, Audit and Evaluation) of this Agreement.

SCHEDULE F – DECLARATION OF COMPLETION



Declaration of Substantial Completion

Project Number:

Recipient Name:

Project Title:

Date:

I, [INSERT NAME], of [INSERT CITY/TOWN], in the Province/Territory of [INSERT PROVINCE/TERRITORY NAME] and [INSERT NAME], of [INSERT CITY/TOWN], in the Province/Territory of [INSERT PROVINCE/TERRITORY NAME], declare as follows:

1. I/we hold the position(s) of [INSERT TITLE OF POSITION] and of [INSERT TITLE OF POSITION] with the [INSERT NAME OF ORGANIZATION] and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I/we am/are fully knowledgeable regarding the development of the above-named project. I/we declare to my/our best knowledge and belief that the above named project is now substantially complete and can be used for the purpose for which it was intended.
3. I/we declare that all of the funds received from the National Trails Coalition have been expended on Eligible Expenditures, as that term is defined in the Agreement with the National Trails Coalition.
4. I/we declare that no personal benefits were obtained by the officers or directors of the [INSERT NAME OF ORGANIZATION] in the completion of the above-named project that could create a conflict of interest as described in Section 5 of the Agreement.

Signed by:

(Signature)

(Signature)

(Print name and title)

(Print name and title)