

PROVINCE OF ONTARIO PARTNERSHIPS INITIATIVE

FUNDING AGREEMENT FOR THE SPRINGBANK DAM REHABILITATION PROJECT

THIS AGREEMENT made in triplicate as of the 8<sup>th</sup> day of March, 2005.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Natural Resources

referred to herein as the "Ministry"

A N D:

The Corporation of the City of London

referred to herein as the "Recipient"

**WHEREAS** the Government of Ontario is investing in Ontario's infrastructure;

**AND WHEREAS** the purpose of the Springbank Dam rehabilitation project is to undertake repairs to the Springbank Dam in the City of London;

**AND WHEREAS** the purpose of the Canada-Ontario Infrastructure Program is to improve urban and rural municipal infrastructure in Canada and Ontario through investments that enhance the quality of Canada's environment, support long-term economic growth, improve community infrastructure and build 21<sup>st</sup> century infrastructure through best technologies, new approaches and best practices;

**AND WHEREAS** the Springbank Dam Rehabilitation Project is being administered by the Ministry;

**AND WHEREAS** the Recipient has made an application for financial assistance for the Project hereinafter defined which has been accepted for financial assistance by the Ministry;

**AND WHEREAS** this Agreement defines the terms and conditions of a financial contribution to assist with the Project.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Description of the Project
- Schedule "C" - Budget
- Schedule "D" - Project Schedule
- Schedule "E" - Financial Assistance
- Schedule "F" - Other Funding
- Schedule "G" - Federal Requirements
- Schedule "H" - Additional Provisions
- Schedule "I" - Form of Certificate of Title

Schedule "J"- Form of Legal Opinion  
Schedule "K"- Communications Requirements

constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

**IN WITNESS WHEREOF**, the Ministry and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

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

by:

  
Name:

Title: Minister of Natural Resources

**THE CORPORATION OF THE CITY OF LONDON**

As represented by:

  
Name: Anne Marie DeCicco

Title: Mayor

  
Name: Kevin Bain

Title: City Clerk

I/we have authority to bind the Recipient

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

1. **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless there is something in the subject matter or context inconsistent therewith:
- (a) **"90% of Maximum Financial Assistance"** has the meaning set out in Schedule "E" hereto.
  - (b) **"Adjust the Financial Assistance"** means adjust the amount of the Financial Assistance on the Project or the amount of financial assistance for any other project(s) of the Recipient under any round of the SCTP Initiative, or any other provincial program(s) (either current or future), and/or require repayment of some or all of the Financial Assistance of the Project in an amount to be determined by the Ministry and within the period specified by the Ministry.
  - (c) **"Agreement"** means this agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
  - (d) **"Allowable Financial Assistance"** has the meaning given to it in Section 43.
  - (e) **"Alternative Funds"** has the meaning given to it in Schedule "F" hereto.
  - (f) **"Budget"** means the Project budget set out in Schedule "C" hereto.
  - (g) **"Business Day"** means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.
  - (h) **"Communications Requirements"** means the communications requirements set out in Schedule "K" hereto, or as directed by the Ministry from time to time.
  - (i) **"Consultant"** means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.
  - (j) **"Crown Agency"** means a crown agency as defined in the *Crown Agency Act* (Ontario).
  - (k) **"Eligible Cost"** has the meaning given to it in Section 8.
  - (l) **"End of Financial Assistance Date"** means March 31, 2007.
  - (m) **"Environmental Contaminant"** means any hazardous or toxic substance or material including, without limitation, products of waste, contaminants, pollutants, dangerous

substances, noxious substances, toxic substances, hazardous wastes and flammable, explosive or improperly handled friable materials.

- (n) **“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Environmental Contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act*, the *Environmental Assessment Act* (Ontario), the *Canadian Environmental Protection Act 1999*, the *Canadian Environmental Assessment Act*, the *Fisheries Act* (Canada) and the *Navigable Waters Protection Act* (Canada).
- (o) **“Event of Default”** has the meaning given to it in Section 65.
- (p) **“Expiration Date”** means March 31, 2007.
- (q) **“Facility”** means any fixed capital asset constructed or improved for which Financial Assistance is provided pursuant to this Agreement.
- (r) **“Federal Maximum Financial Assistance”** has the meaning set out in Schedule “E” hereto.
- (s) **“Federal Share”** has the meaning set out in Schedule “E” hereto.
- (t) **“Final Report”** has the meaning given to it in Section 39.
- (u) **“Final Report Date”** means October 31, 2007.
- (v) **“Financial Assistance”** means the funds to be advanced by the Ministry to the Recipient pursuant to this Agreement.
- (w) **“First Nation”** means a band as defined in the *Indian Act* (Canada).
- (x) **“Generally Accepted Accounting Principles”** means Canadian Generally Accepted Accounting Principles as adopted by the Canadian Institute of Chartered Accountants applicable as at the date on which such calculation is made or required to be made in accordance with Generally Accepted Accounting Principles.
- (y) **“Licensed Marks”** has the meaning given to it in Section 58 of Schedule “A” and Section 7 of Schedule “G” (where applicable).
- (z) **“Mandatory Other Funds”** means 95% of the Total Other Funds.
- (aa) **“Maximum Financial Assistance”** has the meaning set out in Schedule “E” hereto.
- (bb) **“Ministry”** has the meaning given to it on the first page of this Agreement.

- (cc) "**Municipality**" means a municipality as defined in the *Municipal Act, 2001* (Ontario) and also includes local services boards as defined in the *Northern Services Boards Act* (Ontario) and other appropriate local authorities in unorganized areas.
- (dd) "**Ontario Maximum Financial Assistance**" has the meaning set out in Schedule "E" hereto.
- (ee) "**Ontario Share**" has the meaning set out in Schedule "E" hereto.
- (ff) "**Other Funds**" means the funding set out in Schedule "F" hereto.
- (gg) "**Payment Certifier**" means a payment certifier as defined in the *Construction Lien Act* (Ontario).
- (hh) "**Procurement Policies**" means the Ontario Government policies and directives in effect from time to time respecting the procurement of equipment, services and supplies, including construction, applicable to Ontario Government ministries and Crown Agencies and the Broader Public Sector (as defined from time to time in the procurement policies).
- (ii) "**Progress Report**" has the meaning given to it in Section 38.
- (jj) "**Project**" means the project described in Schedule "B" hereto.
- (kk) "**Project Schedule**" means the schedule set out in Schedule "D" hereto.
- (ll) "**Recipient**" has the meaning given to it on the first page of this Agreement.
- (mm) "**Reserve Lands**" means a reserve as defined in the *Indian Act* (Canada).
- (nn) "**SCTP Initiative**" has the meaning given to it on the first page of this Agreement.
- (oo) "**Senior Government Share**" has the meaning set out in Schedule "E" hereto.
- (pp) "**Substantially Performed**" has the meaning set out in and shall be determined in accordance with subsection 2(1) of the *Construction Lien Act* (Ontario).
- (qq) "**Total Eligible Costs**" has the meaning set out in Schedule "E" hereto.
- (rr) "**Total Other Funds**" has the meaning set out in Schedule "F" hereto.
- (ss) "**Trade Agreements**" means the Agreement on Internal Trade and the Agreement on the Opening of Public Procurement for Ontario and Quebec, and all amendments to those agreements.

2. **Herein, etc.** The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.
3. **Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
4. **Statutes.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
5. **Gender, singular, etc.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

## ARTICLE II TERM OF AGREEMENT

6. **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including the Expiration Date.
7. **End of Financial Assistance Date.** Notwithstanding anything else in this Agreement and no matter what the state of completion of the Project, the Ministry shall not be obligated to provide Financial Assistance under this Agreement after the End of Financial Assistance Date.

## ARTICLE III ELIGIBLE COSTS

8. **Eligible Costs.** In order for a cost or expenditure to be eligible for Financial Assistance (an "Eligible Cost") pursuant to this Agreement, the cost or expenditure must:
  - (a) be reasonable;
  - (b) be directly related to the Project;
  - (c) be specifically identified in the Budget;
  - (d) be a cost or expenditure that would not otherwise have been incurred by the Recipient;
  - (e) have been incurred after April 12, 2001 and no later than March 31, 2007; and
  - (f) be an actual cash outlay to third parties acting at arm's length that can be documented through paid invoices or receipts.

9. **Retention of Receipts.** The Recipient shall retain all evidence (such as invoices, receipts, etc.) of payment related to Eligible Costs and such supporting documentation must be made available to the Ministry when requested and maintained by the Recipient for audit purposes.
10. **Possible Eligible Costs.** Without limitation and provided that the criteria of Section 8 above are met, Eligible Costs include the following:
- (a) capital costs (as defined by Generally Accepted Accounting Principles) of acquiring, constructing or renovating a fixed capital asset, including all applicable taxes but excluding any tax rebates for which the Recipient is eligible and except a specifically excluded by Section 11 below;
  - (b) project planning and management costs;
  - (c) professional fees of arm's length consultants (including, but not limited to, design, engineering and legal);
  - (d) transportation and delivery costs;
  - (e) installation and renovation costs;
  - (f) specialized training costs (e.g. training on new equipment);
  - (g) architectural, engineering and heritage studies related to the Project;
  - (h) risk assessment and technical studies;
  - (i) environmental site assessments;
  - (j) communications costs insofar as they relate to the Communications Requirements and only to the extent allowed by the Communications Requirements;
  - (k) official opening ceremony costs insofar as they relate to the Communications Requirements and only to the extent allowed by the Communications Requirements;
  - (l) off-site services costs as they may be approved by the Ministry and provided that they are necessary for the Project's completion, are reasonable in nature and in distance and are for the Project's principal use;
  - (m) the cost of insurance required pursuant to this Agreement; and
  - (n) special purpose equipment necessary for the operation of the Facility and of a type and nature ordinarily capitalized.
11. **Ineligible Costs.** Notwithstanding anything else contained herein, the following costs and expenditures are not eligible for Financial Assistance pursuant to this Agreement:

- (a) costs of developing the business case for the purposes of applying for Financial Assistance pursuant to the SCTP Initiative;
  - (b) costs related to the operation and maintenance of capital assets;
  - (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
  - (d) land acquisition costs;
  - (e) costs associated with leasing land, buildings, equipment (except equipment described in Section 10(n) above) or other facilities;
  - (f) costs associated with general feasibility or planning studies;
  - (g) costs associated with fundraising campaigns, capital project financing or operating leases;
  - (h) costs associated with services or work normally provided by the Recipient or any agency of the Recipient;
  - (i) the salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff except as may be approved in advance by the Ministry;
  - (j) contributions or commitments in kind;
  - (k) costs associated with furniture, fixtures, decorations, fitting-up supplies, etc.;
  - (l) costs associated with Recipient travel; and
  - (m) any other costs as determined by the Ministry, from time to time and in its sole discretion.
12. **Deemed ineligible.** The Recipient acknowledges that the Ministry's fiscal year ends on March 31 in each year, and that should an Eligible Cost not be submitted by the Recipient for payment of Financial Assistance before March 31 of the year following the fiscal year in which it was incurred, such Eligible Cost shall be deemed ineligible for Financial Assistance.
13. **Clarification.** For clarity, the Recipient hereby expressly acknowledges that the inclusion of an item in the Budget does not necessarily mean that such item is an Eligible Cost. Where there is a conflict between the Budget and this Article, the provisions of this Article shall prevail.

#### ARTICLE IV FINANCIAL ASSISTANCE

14. **Use of Financial Assistance.** The Financial Assistance is intended for and shall be used only for Eligible Costs.



15. **Basis of pay-out of Financial Assistance.** The Financial Assistance will be provided by the Ministry to the Recipient on the basis set out in Schedule "E".
16. **Funds advanced.** If Financial Assistance is provided by the Ministry prior to the Ministry receiving evidence that the associated Eligible Costs have already been paid by the Recipient, then such Financial Assistance, including all interest earned thereon, remains the property of the Ministry and must be held by the Recipient in an interest bearing account pending payment of Eligible Costs. Without limitation, any payment of Financial Assistance that is made to the Recipient without the requirement of the Recipient first providing the Ministry with either a Progress Report or a Final Report must meet the requirements of this Section.
17. **Maximum Financial Assistance.** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance.
18. **Excess funds.** Where actual costs are lower or appear likely to be lower than the total eligible expenditures identified in the Budget, the Recipient shall immediately notify the Ministry and the Ministry may, in its sole discretion, Adjust the Financial Assistance.
19. **Interdependent projects.** Where implementation of the Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, the Ministry may, in its sole discretion, Adjust the Financial Assistance.
20. **Recipient not carrying out Project.** The Recipient shall immediately notify the Ministry if it does not intend to carry out the Project in whole or in part as specified in Schedule "B" in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance.
21. **New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, the Ministry may, in its sole discretion, Adjust the Financial Assistance.
22. **GST.** The Financial Assistance is based on the net amount of goods and services tax to be paid by the Recipient pursuant to the *Excise Tax Act* (Canada) net of any applicable rebates.
23. **Withholding payment.** The Ministry may, in its sole discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any applicable legislation.
24. **Insufficient funds provided by the Legislature.** If, in the opinion of the Ministry, the Legislative Assembly of Ontario does not provide sufficient funds to continue the Financial Assistance for any fiscal year during which this Agreement is in effect, the Ministry may terminate this Agreement in accordance with the terms specified in Section 69 of this Agreement.

**ARTICLE V**  
**PROJECT AWARD, MANAGEMENT AND COMPLETION**

25. **Recipient fully responsible.** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on completion of a project by others, the Recipient shall be fully responsible for obtaining any assurances that it may require from others in relation to the implementation of the Project by the Recipient.
26. **Ministry not responsible for implementation.** The Ministry shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any interdependent project of others.
27. **Ministry not responsible for costs.** The Ministry shall not be responsible for any costs associated with the operation, maintenance and repair of the Project.
28. **Behaviour of Recipient.** The Recipient shall carry out the Project in an economical and businesslike manner, in accordance with this Agreement and in particular, but without limitation, in accordance with the Budget and the Project Schedule subject to any reasonable changes that the Ministry may agree to or require from time to time in writing.
29. **Competitive process.** The Recipient shall acquire all equipment, services and supplies required for the Project through a competitive process that ensures the best value for funds expended. For equipment, services and supplies the estimated cost of which exceeds \$25,000.00 the Recipient shall obtain at least three written quotes unless:
- (a) the expertise the Recipient is purchasing is specialized and is not readily available; or
  - (b) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
30. **Competitive tender.** Except as otherwise approved by the Ministry, all portions of the construction component of the Project (including materials and equipment) shall be competitively and openly tendered, as deemed by the Ministry, to competent contractors capable of completing the construction component of the Project, and the contract will be awarded to the lowest qualified bidder or, where the bid price is not the sole specified selection criterion, the highest ranked bidder.
31. **Procurement Policies and Trade Agreements.** If the Recipient is subject to the Procurement Policies, the Trade Agreements or both, it shall comply with the requirements of the Procurement Policies and the Trade Agreements as applicable. In the event of any conflict between the requirements of Sections 29 and 30 of this Agreement and the Procurement Policies or the Trade Agreements, the requirements of the Procurement Policies or the Trade Agreements shall apply.

32. **Long-term capital management plan.** The Recipient shall prepare and update annually thereafter a long-term capital asset management plan which outlines how the Recipient intends to meet its financial and other commitments for maintaining the Facility on an ongoing basis, including plans to recover the full operating costs through service charges where appropriate. Upon request, the Recipient shall provide to the Ministry a copy of the current long-term capital management plan.

## ARTICLE VI RECORDS AND AUDIT

33. **Separate records.** The Recipient shall maintain separate records and documentation for the Project and keep all records and documentation for 3 years after the final settlement of accounts referred to in Section 40 of this Agreement. Upon request, the Recipient shall submit all records and documentation relating to the Project including, but not limited to, work authorizations, invoices, time sheets, payroll records, estimates and actual cost of the activities carried out pursuant to this Agreement, together with tenders and proposals, final measurements, payment certificates, change orders, correspondence, memoranda, contracts and amendments thereto which shall be maintained in accordance with Generally Accepted Accounting Principles.
34. **Provide records to Ministry.** The Recipient shall make available and provide, upon request, at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses) all records and documentation (including invoice summaries and certified statement of final costs) of the Recipient and its auditors, contractors, project managers and consultants relating to the Project or any other project(s) of the Recipient under any round of the SCTP Initiative, or any other provincial program(s), for the purposes of cost reviews, audits and settlement, as deemed by the Ministry, of the Project or any other project(s) of the Recipient under any round of the SCTP Initiative, or any other provincial program(s); such material to be provided to the Ministry and other ministries of the Province of Ontario as may be required from time to time, all in a form and manner satisfactory to the Ministry and other ministries of the Province of Ontario, as applicable.
35. **External auditor.** The Ministry may require the assistance of an external auditor to carry out an audit of the material referred to in Sections 33 and 34 of this Agreement. If so, the Recipient shall, upon request, retain an external auditor acceptable to the Ministry. The Recipient shall ensure that any auditor who conducts an audit pursuant to this Section of the Agreement or otherwise, provides a copy of the audit report to the Ministry for its consideration at the same time that the audit report is given to the Recipient.
36. **Information.** The Recipient shall supply, upon request, such information in respect of the Project and its results, including without limitation all contracts and agreements related to the Project and all plans and specifications related to the Project, as the Ministry may require. The Ministry, its agents and employees, including the Provincial Auditor's Office, shall be allowed access to the Recipient's premises and staff and to the site to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) confirm the results of the

Project in terms of resolving the infrastructure problems that cause an immediate and serious problem for human health or the environment.

37. **Information condition precedent for payment.** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under any round of the SCTP Initiative, or any other provincial program(s) (either current or future). In addition, the Ministry may, in its sole discretion, Adjust the Financial Assistance.

#### ARTICLE VII REPORTING REQUIREMENTS

38. **Progress Reports.** The Recipient shall submit progress reports (a "**Progress Report**") for the Project to the Ministry from time to time as required by Schedule "E" hereto, or as requested by the Ministry, in a form satisfactory to the Ministry and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. All Progress Reports shall be in a form satisfactory to the Ministry and shall include:
- (a) a detailed description of the progress of the Project to the date of the report;
  - (b) particulars of how the Communications Requirements have been implemented or applied;
  - (c) an interim unaudited financial statement showing Project expenditures and revenue prepared by a qualified person;
  - (d) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying the percentage of the Project completed;
  - (e) an invoice summary, in the form(s) prescribed by the Ministry;
  - (f) when requested, all original invoices and receipts for the Project;
  - (g) details of any variance from the Project, the Budget and/or the Project Schedule; and
  - (h) any other information respecting the Project that may be requested by the Ministry.
39. **Final Report.** Within three months of the Project becoming Substantially Performed and no later than the Final Report Date or such longer period as is specified in writing by the Ministry, the Recipient shall submit a final report (the "**Final Report**") for the Project to the Ministry in a form satisfactory to the Ministry and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. The Final Report shall be in a form satisfactory to the Ministry and shall include:
- (a) a detailed description of the Project as completed, including photographs;

- (b) particulars of how the Communications Requirements have been implemented or applied;
  - (c) a final unaudited financial statement showing Project expenditures and revenue prepared by a qualified person;
  - (d) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying that the Project has been Substantially Performed;
  - (e) an invoice summary, in the form(s) prescribed by the Ministry;
  - (f) when requested, all original invoices and receipts for the Project;
  - (g) details of any variance from the Project, the Budget and/or the Project Schedule; and
  - (h) any other information respecting the Project that may be requested by the Ministry, including, but not limited to, audited financial statements.
40. **Final claims.** Upon receipt of the Final Report, the Ministry shall not be obligated to consider any further claims in relation to the Project.
41. **Fiscal year-end report.** Within 30 days of March 31 of each year in which Eligible Costs are incurred, the Recipient shall provide to the Ministry an accounting of all Eligible Costs incurred in the twelve months up until March 31.
42. **Subsequent report.** Within 18 months and no earlier than 12 months from the Project becoming Substantially Performed, the Recipient shall provide to the Ministry a report indicating how the Project's objectives identified in the SCTP Initiative, Round 1 application process have been achieved.

#### ARTICLE VIII OVERPAYMENT

43. **Allowable Financial Assistance.** Funds advanced to the Recipient prior to settlement in accordance with Section 40 of this Agreement shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a cost review or audit of the Project, the Ministry will determine the final amount of Financial Assistance on the Project (the "**Allowable Financial Assistance**"). The Recipient agrees to repay to the Ministry, upon receipt of a written demand and within the period specified by the Ministry, that portion of the total of the funds advanced that exceeds the Allowable Financial Assistance applicable to the Project, as determined by the Ministry, as well as any funds used for a purpose other than that stated in the terms of this Agreement, as determined by the Ministry.
44. **Deduction of overpayment.** The Ministry may deduct any overpayment of Financial Assistance pursuant to Section 43 made on the Project from financial assistance payable on any other project(s) of the Recipient under any round of the SCTP Initiative or other provincial Initiative(s)

(either current or future). Any overpayment made on any other project(s) of the Recipient under any round of the SCTP Initiative or other provincial program(s) (either current or future) may in turn be deducted from Financial Assistance owing on the Project.

45. **Interest on overpayment.** The Ministry reserves the right to demand interest on any overpayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.

#### **ARTICLE IX INSURANCE AND BONDING**

46. **Insurance.** The Recipient agrees to put in effect and maintain or cause to be put in effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to the Ministry, all the necessary insurance that would be considered appropriate for a prudent Recipient of this type undertaking a project similar to the Project, including, without limitation:
- (a) Comprehensive General Liability Insurance, to an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
    - (i) Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism and Recreation/Minister of Culture as an additional insured for the purposes of the Project only;
    - (ii) Cross Liability;
    - (iii) Contractual Liability;
    - (iv) Independent Contractors;
    - (v) Products and Completed Operations;
    - (vi) Employer's Liability and Voluntary Compensation;
    - (vii) 30 day written notice of cancellation;
    - (viii) Tenants Legal Liability (if applicable); and
    - (ix) Non owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles.
  - (b) Property Insurance to a limit commensurate to the full replacement cost value of the Facility on an "All Risks" basis (including earthquake and flood coverage where the Facility is located in the designated Ontario earthquake zone). The Policy must include the following:

- (i) Replacement Cost Value;
  - (ii) Stated Amount Co-Insurance; and
  - (iii) Waiver of Subrogation.
- (c) Professional/Consultants Errors & Omissions Liability Insurance, insuring liability for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount not less than \$2,000,000 per claim and in the annual aggregate.
47. **Certificates of Insurance.** Prior to any scheduled payment of Financial Assistance pursuant to this Agreement and throughout the term of this Agreement the Recipient shall provide the Ministry with a valid Certificate of Insurance which references the Project, confirms the above requirements and identifies major exclusions in the policy. The Recipient shall provide the Ministry a copy of the policy and any renewal or replacement certificates as may be necessary.
48. **Bonding.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained in full force and effect during the term of this Agreement,
- (a) a performance bond in the amount of 100% of the contract price for any construction contract related to the Project and which is for an amount greater than \$150,000 covering the performance of that construction contract and the correction of any deficiencies; and
  - (b) a labour and material payment bond in the amount of 50% of the contract price for any construction contract related to the Project and which is for an amount greater than \$150,000 covering the payment for labour, material or both.

#### **ARTICLE X INDEMNITY**

49. **Ministry not liable.** In no event shall the Ministry be liable for:
- (a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents, or Consultants, arising out of or in any way related to this Agreement or the Project; or
  - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or Consultants arising out of or in any way related to this Agreement or the Project.
50. **Recipient to indemnify.** The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in Right of Ontario, Her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury

to persons (including death) howsoever caused (except if caused by the Ministry's own negligence or wilful misconduct), as a result of any claim, demand or action arising out of or in any way related to this Agreement or the Project.

51. **Further Indemnity.** The Recipient further agrees to indemnify and hold harmless Her Majesty the Queen in Right of Ontario, Her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation including the Ministry, arising out of or in any way related to this Agreement or the Project (except if caused by the Ministry's own negligence or wilful misconduct).

#### ARTICLE XI TRANSFER OF FACILITY

52. **Transfer of ownership.** The Recipient shall not transfer the ownership of all or part of the Facility established with the Financial Assistance from the Ministry prior to March 31, 2027 unless the Recipient obtains the prior written consent of the Ministry. In giving its consent, the Ministry may specify any conditions including the requirement of the Recipient to repay some or all of the Financial Assistance in an amount to be determined by the Ministry and within the period specified by the Ministry. Any transfer of ownership in contravention of this provision gives the Ministry the right to adjust the Financial Assistance.
53. **Lease, etc.** The Recipient shall not lease, license the use of, mortgage, charge or encumber the Facility or any part thereof without the prior written consent of the Ministry except for the lease or licensing of retail premises to concessionaires for the sale of services and products customarily offered for sale in facilities such as the Facility provided that such retail premises do not in the aggregate exceed 10% of the floor area of the Facility.
54. **Deduction from Financial Assistance.** The Ministry may deduct the amount of Financial Assistance to be repaid under Section 52 from financial assistance payable on any other project(s) of the Recipient under any round of the SCTP Initiative or any other provincial program(s) (either current or future).

#### ARTICLE XII CONFLICT OF INTEREST AND CONFIDENTIALITY

55. **No conflict of interest.** The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Crown relevant to the Project or otherwise where the Ministry has not specifically authorized such use.



56. **Disclose potential conflict of interest.** The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

57. **Freedom of Information and Protection of Privacy Act.** The Recipient acknowledges that the Ministry is bound by the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario) and regulations thereunder.

### ARTICLE XIII COMMUNICATIONS AND RECOGNITION

58. **Licensed Marks.** The Recipient acknowledges that Her Majesty the Queen in right of Ontario is, will or may be the owner of certain distinguishing marks comprised of designs, trademarks and official marks which have come or will come to be associated with the Province of Ontario (all such current and future marks, being the "Licensed Marks").

59. **Acknowledgement in advertising and publicity.** The Recipient agrees to acknowledge the Financial Assistance of the Government of Ontario to the Project in all advertising and publicity relating to the Project and in any construction signs and in any temporary or permanent tributes to Project donors by adhering to the Communications Requirements.

60. **Use of Licensed Marks.** In consideration of receiving the Financial Assistance, the Recipient agrees to use the Licensed Marks as follows:

(a) the Recipient agrees to strictly use the Licensed Marks only as prescribed by the Communications Requirements and further as prescribed from time to time by the Ministry and not to use any other mark or trademark in combination with any of the Licensed Marks without the prior written approval of the Ministry. The Recipient agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks.

(b) the Recipient agrees to submit to the Ministry copies of any advertisements or promotional materials containing the Licensed Marks for Ministry's approval prior to any use thereof and to remove there from either any reference to the Licensed Marks or any element which the Ministry may from time to time upon reasonable notice designate.

(c) the Recipient agrees that it will not state or imply, directly or indirectly, that the Recipient or the Recipient's activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by the Ministry and upon the direction of the Ministry shall issue express disclaimers to that effect.

(d) the Recipient agrees to promptly inform the Ministry of any suspected infringement of any Licensed Marks by a third party.

61. **Cease using Licensed Marks.** Whether or not the Recipient is in breach of this Agreement, forthwith upon any receipt by the Recipient of a written direction from the Ministry, the Recipient shall cease using the Licensed Marks, and without limiting the generality of the

foregoing, will remove all signage and remove from circulation any use or reference to the Licensed Marks.

62. **Indemnity.** The Recipient hereby indemnifies the Ministry against any and all claims for death, illness, personal injury, property damage, improper business practices, or loss of any kind where such claims are in whole or in part premised upon the Recipient's use of the Licensed Marks.

#### ARTICLE XIV COVENANTS, REPRESENTATIONS AND WARRANTIES

63. **Covenants, representations and warranties.** The Recipient covenants, represents and warrants to the Ministry that:

- (a) it is conducting its business in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders and approvals;
- (b) it has authority and any necessary approval to enter into this Agreement and to carry out its terms, and, where applicable, has passed any required by-law or band council resolution;
- (c) it has or will apply for all permits, approvals, and licenses which are required in order to carry out the Project including, but not limited to, any approvals lawfully required under the *Planning Act* (Ontario), the *Building Code Act* (Ontario), the *Highway Traffic Act* (Ontario), the *Public Transportation and Highway Improvement Act* (Ontario), the *Bridges Act* (Ontario) and the Environmental Laws;
- (d) it validly exists as a legal entity with full power to perform and observe all the terms and conditions of this Agreement;
- (e) where applicable, it has passed required by-laws to undertake the Project;
- (f) it is now and will continue to be compliant with all Environmental Laws;
- (g) it owns (or if the Recipient is a First Nation and the Facility is or will be on Reserve Lands, these Reserve Lands have been set aside for the benefit of the Recipient) or has a long-term lease (inclusive of any renewals) that expires no earlier than March 31, 2027 for the lands on which the Facility is or will be located and that it will provide evidence of same in the prescribed form set out in Schedule "I" hereto (in the case of ownership or Reserve Lands) or Schedule "J" hereto (in the case of a long-term lease) to the satisfaction of the Ministry, in its sole discretion, on or before the date of the first scheduled payment of Financial Assistance pursuant to this Agreement;
- (h) no construction, including, without limitation, site excavation, with respect to the Project occurred prior to April 12, 2001;
- (i) if the Recipient is a Municipality, it has obtained or is in the process of obtaining an approval pursuant to the *Ontario Water Resources Act* showing that it is compliant with the *Drinking*

*Water Protection Regulation*, O. Reg. 459/00, or in the alternative it is part of another Municipality that has obtained or is in the process of obtaining such approval;

- (j) provided the Recipient is not a Municipality, a First Nation nor a Crown Agency, it
  - (i) is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
  - (ii) is either a corporation, a partnership or a sole proprietorship validly in existence; and
  - (iii) is registered and qualified to do business wherever necessary to carry out the Project;
- (k) if the Recipient is a Municipality, a First Nation or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- (l) has the experience, financial health and ability to carry out the Project;
- (m) the entire Facility is or will be (in the case of a new Facility) a facility that is used for sport, recreation, cultural, heritage and/or tourism purposes, that the entire Facility is or will be open to the public and available for public use throughout the year or the appropriate season of the year and that such use will continue until at least March 31, 2027;
- (n) it will provide or arrange for funds totaling at least as much as the Mandatory Other Funds to be used for the Project;
- (o) other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any capital funding received from Her Majesty the Queen in right of Ontario or a Crown Agency towards any aspect of the Project. Notwithstanding the foregoing, the Recipient may use funds received from the Northern Ontario Heritage Fund Corporation for the purposes of carrying out the Project; and
- (p) all information provided during the SCTP Initiative, Round 1 application process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, Project, Budget, Project Schedule, Other Funds, Total Other Funds and Alternative Funds are as set out herein and not as set out in the application material.

64. ***Representations and warranties true condition precedent for payment.*** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Article are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, the Ministry may, in its sole discretion, Adjust the Financial Assistance.

#### **ARTICLE XV DEFAULT, ENFORCEMENT AND TERMINATION**

65. ***Event of Default.*** Each and every one of the following events is an “Event of Default”:

- (a) if in the opinion of the Ministry, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
  - (b) if in the opinion of the Ministry any representation or warranty made by the Recipient in this Agreement or any certificate delivered to the Ministry pursuant hereto shall be materially untrue in any respect;
  - (c) if an order shall be made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
  - (d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of the Ministry;
  - (e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
  - (f) if in the opinion of the Ministry a material adverse change occurs such that the viability of the Recipient as a going concern is threatened in the opinion of the Ministry, acting reasonably;
  - (g) if in the opinion of the Ministry the Recipient ceases to operate;
  - (h) if in the opinion of the Ministry the Recipient has failed to proceed diligently with the Project or abandons the Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of the Ministry are beyond the control of the Recipient;
  - (i) if the Recipient has submitted false or misleading information to the Ministry; or
  - (j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents and volunteers has breached the requirements of Article XII (Conflict of Interest and Confidentiality).
66. **Waiver.** The Ministry may, at any time, waive any Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from the Ministry.
67. **Remedies on default.** Notwithstanding any other rights which the Ministry may have under this Agreement, if an Event of Default has occurred, the Ministry shall have the following remedies

provided only that in the case of an Event of Default which, in the opinion of the Ministry in its sole discretion, is curable, the Ministry has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within 10 Business Days or such longer period of time as the Ministry may consent to in writing:

- (a) The Ministry shall have no further obligation to provide any Financial Assistance for the Project;
  - (b) The Ministry may, at its option, terminate this Agreement and may, in its sole discretion, Adjust the Financial Assistance. The total amount of Financial Assistance shall be immediately due and payable by the Recipient and bear interest at the then current interest rate charged by the Province of Ontario on accounts receivable; and
  - (c) The Ministry may avail itself of any of its legal remedies which it may deem appropriate.
68. **Additional remedies.** In addition to the remedies described in Section 67, the Ministry may commence such legal action or proceedings as it, in its sole discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.
69. **Termination without cause.** Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of seven (7) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed and Eligible Costs already incurred and paid at the time of such termination provided that the Recipient provides a report to the Ministry that meets the requirements of a Progress Report. Such report must be received by the Ministry within three months of notice of termination being given to the Recipient pursuant to this Section.

#### ARTICLE XVI NOTICE

70. **Notice.** Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy or other electronic means of communication addressed to the respective parties and at the addresses set out in Schedule "H" attached hereto or to such other person, address or facsimile number or telecopy number as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile or other electronic means of communication, if made or given at a time when it would be received by the recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be

deemed to be received on the first Business Day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed to have been received on the third Business Day following the day on which it was mailed.

71. **Representatives.** The individuals identified pursuant to Section 70 above will, in the first instance, act as the Ministry's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

## ARTICLE XVII MISCELLANEOUS

72. **Terms binding.** The Recipient shall take reasonable measures to ensure that its officers, directors, partners, employees, agents and Consultants shall be bound to observe all the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in any contract terms and conditions similar to and not less favourable to the Ministry than the terms and conditions of this Agreement to the extent that they are applicable to the work subcontracted, including but not limited to the requirements of Section 36 of this Agreement.
73. **Time of the essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
74. **Successors and assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
75. **Severability.** The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.
76. **No waiver.** The failure by the Ministry to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Ministry's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
77. **Division of Agreement.** The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
78. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
79. **Survival.** Articles IV (Financial Assistance), VI (Records and Audit), VII (Reporting Requirements), VIII (Overpayment), X (Indemnity), XI (Transfer of Facility), XII (Conflict of

Interest and Confidentiality), XIII (Communications and Recognition), XIV (Representations and Warranties), XV (Default, Enforcement and Termination) and XVII (Miscellaneous) and Sections 32 (Long-term capital management plan) shall survive the expiration or early termination of this Agreement until March 31, 2027.

80. **No assignment.** This Agreement shall not be assigned by the Recipient.
81. **No Amendment.** This Agreement shall not be varied, except by a document in writing, dated and signed on behalf of the Ministry and the Recipient.
82. **Interest.** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.
83. **Ministry and Recipient independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner or in joint venture with the Ministry for any purpose whatsoever.
84. **Recipient cannot represent the Ministry.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Ministry and the Recipient acknowledges that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Ministry or to bind the Ministry in any manner whatsoever other than as specifically provided in this Agreement.
85. **Consultants.** The Ministry acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Ministry acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
86. **Cooperation.** The Ministry and the Recipient agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavor to facilitate the implementation of this Agreement.
87. **Joint and Several.** Where the Recipient is made up of two or more entities, each such entity shall be jointly and severally liable (each completely and individually liable) to the Ministry for the fulfillment of the obligations of the Recipient under this Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

## SCHEDULE "B" DESCRIPTION OF THE PROJECT

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Located on the main branch of the Thames in the southwest portion of London, Springbank Dam (built in 1929) is 67 metres long and 10 metres high. The dam consists of 17 sets of wooden stop logs, supported by steel gains and includes both upstream and down stream erosion protection works. Operated by the Upper Thames River Conservation Authority as part of the Authority's flood, erosion and ice management program, each fall the logs are removed and the gains swung up under the deck to allow the free passage of winter ice and spring runoff. In the spring the logs are re-installed, raising water levels on the upstream side of the dam by 5.5 metres and creating a reservoir with an approximate surface area of 55 hectares. The precise schedule for log installation and operation through the spring and summer months depends on fish migration and river flows and conditions.

The City of London, in cooperation with the UTRCA have undertaken several technical and environmental studies of the functional and structural integrity of the dam. A few key safety and operational issues identified by the studies and field inspections include debris management, replacement of the bays and deteriorating stop logs with new gates, repair of riverbed erosion protection, improving access to the dam during flood flow conditions and various localized concrete repairs.

The cost of the Springbank Dam Rehabilitation Project is \$4.2 million and was one of several Green Municipal Infrastructure Improvement initiatives submitted by the City of London to be completed under the Millennium Initiative. The proposed Infrastructure Improvements will mitigate flooding and improve erosion control. Specifically, these initiatives meet SuperBuild's objectives for investments under the former Millennium Fund including helping to relieve flooding. Fish passage must be accommodated subject to MNR approval. Additional works to accommodate fish passage during periods when the dam is operational are currently being investigated and will be addressed as a subsequent component of the overall project.

The Project will be administered by the Recipient, through the General Manager of Environmental & Engineering Services and City Engineer and a project manager from the Wastewater Engineering Division. The role of the project manager is to oversee the preliminary design, detailed design and the construction of the Project.

As part of their role, the Recipient's project manager will:

- Review and approve the preliminary and detailed design of Project, including coordination of public consultation activities and preparation of construction estimates;
- Monitor construction and receive periodic updates;
- Coordinate and schedule delivery of Project elements;
- Monitor and direct budgets of Project elements;
- Develop and implement procedures for monitoring and reporting progress toward Project milestones and forecasted expenditures; and
- Assist the Recipient's Finance Branch in administration of invoicing, accounts tracking and reporting in a way that meets the requirements of this Agreement and the COIP



The construction phase will be managed by the Recipient's staff, their Consultant and the work Contracted Out to a Contractor.

**CASH FLOW**

The annual cash flow estimates associated with the project are as follows:

<b>CASH FLOW</b>						
<b>Share of Total Project Costs</b>	<b>2002/2003</b>	<b>2003/2004</b>	<b>2004/2005</b>	<b>2005/2006</b>	<b>2006/2007</b>	<b>Total</b>
Recipient			\$300,000	\$1,100,000		\$1,400,000
Provincial Share			\$300,000	\$1,100,000		\$1,400,000
Federal Share			\$300,000	\$1,100,000		\$1,400,000
<b>TOTAL</b>			\$ 900,000	\$3,300,000		\$4,200,000

**SCHEDULE "C"**  
**BUDGET**

The following tables provide a summary of costs related to the Project by Eligible Costs, Other Costs, Total Project Costs and Share of Total Project Costs.

*Summary of Costs related to the Project*

Major Project components	Eligible Costs	Other Costs	Total Project Costs	Share of Total Project Costs		
				Federal Share	Provincial Share	Recipient & private share
				\$	\$	\$
<b>Springbank Dam Replacement</b>						
Environmental Assessment		30,000	30,000	0	15,000	15,000
Preliminary Design	100,000		100,000	43,000	29,000	28,000
Detailed Design	150,000		150,000	50,000	50,000	50,000
Construction	3,920,000		3,920,000	1,307,000	1,306,000	1,307,000
<b>TOTAL</b>	<b>4,170,000</b>	<b>30,000</b>	<b>4,200,000</b>	<b>1,400,000</b>	<b>1,400,000</b>	<b>1,400,000</b>
Percentage of Total Project Costs *	<b>\$4,170,000</b>	<b>\$30,000</b>	<b>\$4,200,000</b>	<b>33.33%</b>	<b>33.33%</b>	<b>33.33%</b>

\* Percentages are rounded to two decimal places.

**SCHEDULE "D"**  
**PROJECT SCHEDULE**

The planned schedule is as follows:

- Class Environmental Assessment: 2003
- Design: 2003
- Property acquisition: not required
- Construction (tentatively): Summer 2005 to December 2006

Project Milestones	Estimated Time Frame	Estimated Costs (\$)
Project Milestone 1: <b>Environmental Assessment</b>	May 2003 – October 2003	\$30,000
Project Milestone 2: <b>Preliminary Design</b>	May 2003 – October 2003	100,000
Project Milestone 3: <b>Initiate Detailed Design</b>	October 2003 – December 2003	50,000
Project Milestone 4: <b>Year End Annual Report</b>	January 2004 – March 2004	N/A
Project Milestone 5: <b>Complete Detailed Design</b>	January 2004 – June 2005	100,000
Project Milestone 6: <b>Initiate Construction</b>	September 2005 – December 2005	1,568,000
Project Milestone 7: <b>Year End Annual Report</b>	January 2005 – March 2005	N/A
Project Milestone 8: <b>Year End Annual Report</b>	January 2006 – March 2006	N/A
Project Milestone 9: <b>Complete Construction</b>	January 2006 – December 2006	2,352,000
Project Milestone 10: <b>Final Year End Report</b>	January 2007 – March 2007	N/A
<b>Total Project Costs</b>		<b>\$4,200,000</b>

**SCHEDULE "E"**  
**FINANCIAL ASSISTANCE**

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**Total Eligible Costs: \$4,200,000.**

**Senior Government Share: 33.33%.**

**Ontario Share: 33.33%.**

**Federal Share: 33.33%.**

**Maximum Financial Assistance: \$2,800,000.**

**Ontario Maximum Financial Assistance: \$1,400,000.**

**Federal Maximum Financial Assistance: \$1,400,000.**

**90% of Maximum Financial Assistance: \$2,520,000.**

Subject to the provisions of this Agreement, and in particular but without limitation Section 17 of Schedule "A" to this Agreement and Section 1 (if any) of Schedule "G" of this Agreement, the Ministry shall provide the Financial Assistance to the Recipient in the following installments:

- (a) 10% of the Ontario Maximum Financial Assistance within 30 days of the date of this Agreement, or such other time as determined by the Ministry in its sole discretion provided that the Recipient has provided evidence satisfactory to the Ministry in its sole discretion that any approvals required under the *Planning Act* (Ontario) or permits required under the *Building Code Act* (Ontario) have been obtained, the Ministry has received the certificate of insurance as required by Section 47 of Schedule "A" of this Agreement and the Ministry has received the certificate or opinion that is required pursuant to Section 63(g) of Schedule "A" of this Agreement.
- (b) Following receipt and approval by the Ministry of the Recipient's first Progress Report detailing the progress and status of the Project and substantiating that not less than thirty percent of the Project has been completed, the Ministry will provide Financial Assistance in the amount equal to the Senior Government Share of what the Ministry deems Eligible Costs identified in the Progress Report, less the amount advanced in (a) above. Such report must contain the information required in a Progress Report as set out in Section 38 of Schedule "A" of this Agreement.
- (c) Following receipt and approval by the Ministry of the Recipient's second Progress Report detailing the progress and status of the Project and substantiating that not less than sixty percent of the Project has been completed, the Ministry will provide Financial Assistance in the amount equal to the Senior Government Share of what the Ministry deems Eligible Costs

identified in the Progress Report. Such report must contain the information required in a Progress Report as set out in Section 38 of Schedule "A" of this Agreement.

- (d) Following receipt and approval by the Ministry of the Recipient's third Progress Report detailing the progress and status of the Project and substantiating that not less than ninety percent of the Project has been completed, the Ministry will provide Financial Assistance in the amount equal to the Senior Government Share of what the Ministry deems Eligible Costs identified in the Progress Report. Such report must contain the information required in a Progress Report as set out in Section 38 of Schedule "A" of this Agreement.
- (e) In no event will the total of the Financial Assistance provided pursuant (a), (b), (c) and (d) above exceed 90% of Maximum Financial Assistance.
- (f) Following receipt and approval by the Ministry of the Recipient's Final Report detailing the progress and status of the Project and substantiating that the Project has been substantially performed, the Ministry will provide Financial Assistance in the amount equal to the Senior Government Share of the what the Ministry deems Eligible Costs identified in the Final Report. Such report must contain the information required in the Final Report as set out in Section 39 of Schedule "A" of this Agreement.

**SCHEDULE "F"  
OTHER FUNDING**

The Other Funds are as follows:

<b>Source</b>	<b>Amount Committed (\$)</b>	<b>Amount Anticipated (\$)</b>	<b>Total (\$)</b>
<b>Total Other Funds →</b>			

The Recipient has arranged the following alternative sources of funding (the "Alternative Funds") as a precaution with respect to the Other Funds which are anticipated:

<b>Source</b>	<b>Amount (\$)</b>

**SCHEDULE "G"**  
**FEDERAL REQUIREMENTS**

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The Ministry and the Recipient agree to the following Federal Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by the Ministry is dependent on the Ministry receiving funds for the Project from Her Majesty the Queen in right of Canada (the "**Federal Government**"). Should the Ministry not receive the funds it expects to receive in relation to the Project from the Federal Government, the Ministry may, in its sole discretion, adjust the amount of financial assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of financial assistance already paid to the Recipient).
2. The Recipient represents and warrants to the Federal Government that other than the financial assistance being provided pursuant to this Agreement, the Recipient has not and will not use any other funding received from the Federal Government towards any aspect of the Project.
3. The Recipient agrees to indemnify and hold harmless the Federal Government, its directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act (Ontario)) and for any and all liability for damages to property and injury to persons (including death) howsoever caused (except if caused by the Federal Government's own negligence or wilful misconduct), as a result of any claim, demand or action arising out of or in any way related to this Agreement or the Project.
4. The Recipient further agrees to indemnify and hold harmless the Federal Government, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation including the Federal Government, arising out of or in any way related to this Agreement or the Project (except if caused by the Federal Government's own negligence or wilful misconduct).
5. For the purposes of the Communications Requirements, the Recipient shall follow the Canada-Ontario Infrastructure Program ("**COIP**") requirements as well as the Ontario requirements.
6. The Recipient acknowledges that the Federal Government is bound by the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and the regulations thereunder.
7. The Recipient acknowledges that the Federal Government is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to COIP (the "**Federal Licensed Marks**") and the Recipient is subject to the requirements of Article XIII (Communications and Recognition) of Schedule "A" of this Agreement, with appropriate changes, in relation to the Federal Licensed Marks.

8. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
9. Notwithstanding any provisions of this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act* (Canada).
10. All of the provisions of this Schedule "G" shall survive the expiration or early termination of this Agreement.



**SCHEDULE "H"**  
**ADDITIONAL PROVISIONS**

---

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 70 of Schedule "A" hereto, notice can be given at the following addresses:

(a) If to the Ministry:

Ministry of Natural Resources Aylmer District  
Peter Rumble  
Fax: 519-773-9014

(b) If to the Recipient:

City of London  
Karl Grabowski  
Fax: 519-661-2355

2. Other provisions:

**SCHEDULE "I"**  
**FORM OF CERTIFICATE OF TITLE**

---

Ministry of Natural Resources file No.:

SOLICITOR'S CERTIFICATE OF TITLE

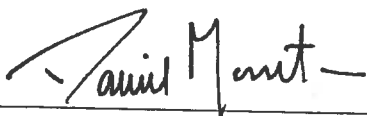
RE: Springbank Dam Rehabilitation Project  
AND RE: The Corporation of the City of London  
TO: Ministry of Natural Resources

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This is to certify to the Ministry in connection with the Recipient's application for financial assistance for rehabilitation of the Springbank Dam that, as of the date of this Certificate:

1. The Recipient is the registered owner in fee simple with good and marketable title to the Property registered in the Land Registry Office for the Land Titles Division of Middlesex (No. 33) and described by Property Identifiers 08259-0044 and 08050-0382. True copies of the Property Parcel Registers are attached.
2. There are no mortgages, liens, easements, agreements or any other restrictions or encumbrances that prevent the construction, occupation and use of the improvements to the Property.
3. There are no outstanding arrears of property taxes, local improvement charges or any special assessments or rates against the Property.
4. I am a member in good standing of the Law Society of Upper Canada.

DATED at London, this 24 day of February, 2005.

  
\_\_\_\_\_

Name of solicitor: David G. Mounter  
Firm: The Corporation of the City of London  
Mailing Address: P.O. Box 5035 London ON, N6A 4L9

PROPERTY DESCRIPTION:  
PT LT 37, CON BROKEN FRONT, ( LYING B/W SPRINGBANK DRIVE AND "THE LONDON STREET RAILWAY COMPANY" LANDS ), AS IN WU19373, WU21024, WU25166, WU41427, WU41585, 119819 & PART 1, 338637, EXCEPT, 1) PART 1, 3382102, 2) S/T IN WU41427, 3) T/W IN 119819 & 4) T/W IN 412930; PT LTS 38 & 39, CON BROKEN FRONT, AS IN WU18280 & WU21024; PT LT 40, CON BROKEN FRONT, LYING NORTH OF SPRINGBANK DRIVE, AS IN WU10395; PT LT 41, CON BROKEN FRONT, AS IN WU10395, WU16521, WU17069 (STRSTN), WU28208 & WU35913 EXCEPT 224954; PT LT 42, CON BROKEN FRONT, AS IN WU17872 EXCEPT 224954; PT ORIG RDHL BRN LNS 42 & 43, CON BF, AND PT LT 43, CON BF, AS IN WU1742 & WU17860 EXCEPT 252884; PT LT 44, CON BF, AS IN WU18241 EXCEPT WU21723 & 246623, AND FURTHER EXCEPT LT 67, COMPILED PLAN 563; T/W 252884; S/T DEBS IN 412930; S/T 175451, 84752 LONDON/WESTMINSTER.

PROPERTY REMARKS:  
ESTATE/QUALIFIER:  
EFT SIMPLE  
LT CONVERSION QUALIFIED  
RECENTLY:  
FIRST CONVERSION FROM BOOK  
CAPACITY SHARE  
OWNERS' NAMES  
THE CORPORATION OF THE CITY OF LONDON  
PIN CREATION DATE:  
1994/08/08

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
**EFFECTIVE 2000/07/29		THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1994/08/08 ON THIS PIN**				
**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1994/08/08**						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**		SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORTIFURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO LAND TITLES: 1994/08/08 **						
WU10395	1878/06/21	TRANSFER	\$12,106		THE CORPORATION OF THE CITY OF LONDON	C
WU11010	1879/06/21	TRANSFER			THE CORPORATION OF THE CITY OF LONDON	C
WU16521	1888/06/20	TRANSFER	\$300		THE CORPORATION OF THE CITY OF LONDON	C
WU17069	1889/07/25	TRANSFER	\$4,500		THE CORPORATION OF THE CITY OF LONDON	C
WU17742	1891/05/20	TRANSFER	\$1,650		THE CORPORATION OF THE CITY OF LONDON	C
WU17780	1891/08/07	TRANSFER	\$1,200		THE CORPORATION OF THE CITY OF LONDON	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES. IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
W017860	1891/11/16	TRANSFER	\$4,387		THE CORPORATION OF THE CITY OF LONDON	C
W017872	1891/11/28	TRANSFER	\$1,112		THE CORPORATION OF THE CITY OF LONDON	C
W018241	1893/04/29	TRANSFER	\$6,000		THE CORPORATION OF THE CITY OF LONDON	C
W018280	1893/07/11	TRANSFER	\$1,000		THE CORPORATION OF THE CITY OF LONDON	C
W019373	1897/09/23	TRANSFER	\$2,900		THE CORPORATION OF THE CITY OF LONDON	C
W021024	1903/02/19	TRANSFER	\$2,600		THE CORPORATION OF THE CITY OF LONDON	C
W022408	1907/04/17	TRANSFER	\$3,300		THE CORPORATION OF THE CITY OF LONDON	C
W025166	1911/12/21	TRANSFER	\$2,000		THE CORPORATION OF THE CITY OF LONDON	C
W035913	1933/11/09	TRANSFER	\$4,300		THE CORPORATION OF THE CITY OF LONDON	C
W041427	1943/10/21	TRANSFER	\$1,500		THE CORPORATION OF THE CITY OF LONDON	C
W041585	1944/01/15	TRANSFER	\$1		THE CORPORATION OF THE CITY OF LONDON	C
84752	1956/07/13	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF WESTMINSTER	C
119427	1959/04/23	BYLAW				C
119819	1959/05/01	TRANSFER	\$10,000		THE CORPORATION OF THE CITY OF LONDON	C
175431	1963/01/02	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	C
275070	1968/09/17	BYLAW				C
338456	1972/10/03	PLAN REFERENCE				C
338637	1973/07/27	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NDM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT / CHRD
412930	1975/02/25	TRANSFER	\$1		THE CORPORATION OF THE CITY OF LONDON	C
538331	1979/02/16	BYLAW				C
33R12178	1995/07/27	PLAN REFERENCE				C
LT336240	1995/09/12	BYLAW REMARKS: A BY-LAW TO DESIGNATE THE SPRINGBANK PARK PUMPHOUSE TO BE OF ARCHITECTURAL AND HISTORICAL VALUE		THE CORPORATION OF THE CITY OF LONDON		C
33R13901	1999/09/24	PLAN REFERENCE				C
ER36945	1999/10/28	BYLAW REMARKS: A BY-LAW TO LAY OUT, CONSTITUTE AND ESTABLISH LANDS IN THE CITY OF LONDON AS A PUBLIC HIGHWAY (WIDENING TO SPRINGBANK DRIVE WEST OF WOODBRIDGE ROAD NORTH)		THE CORPORATION OF THE CITY OF LONDON		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

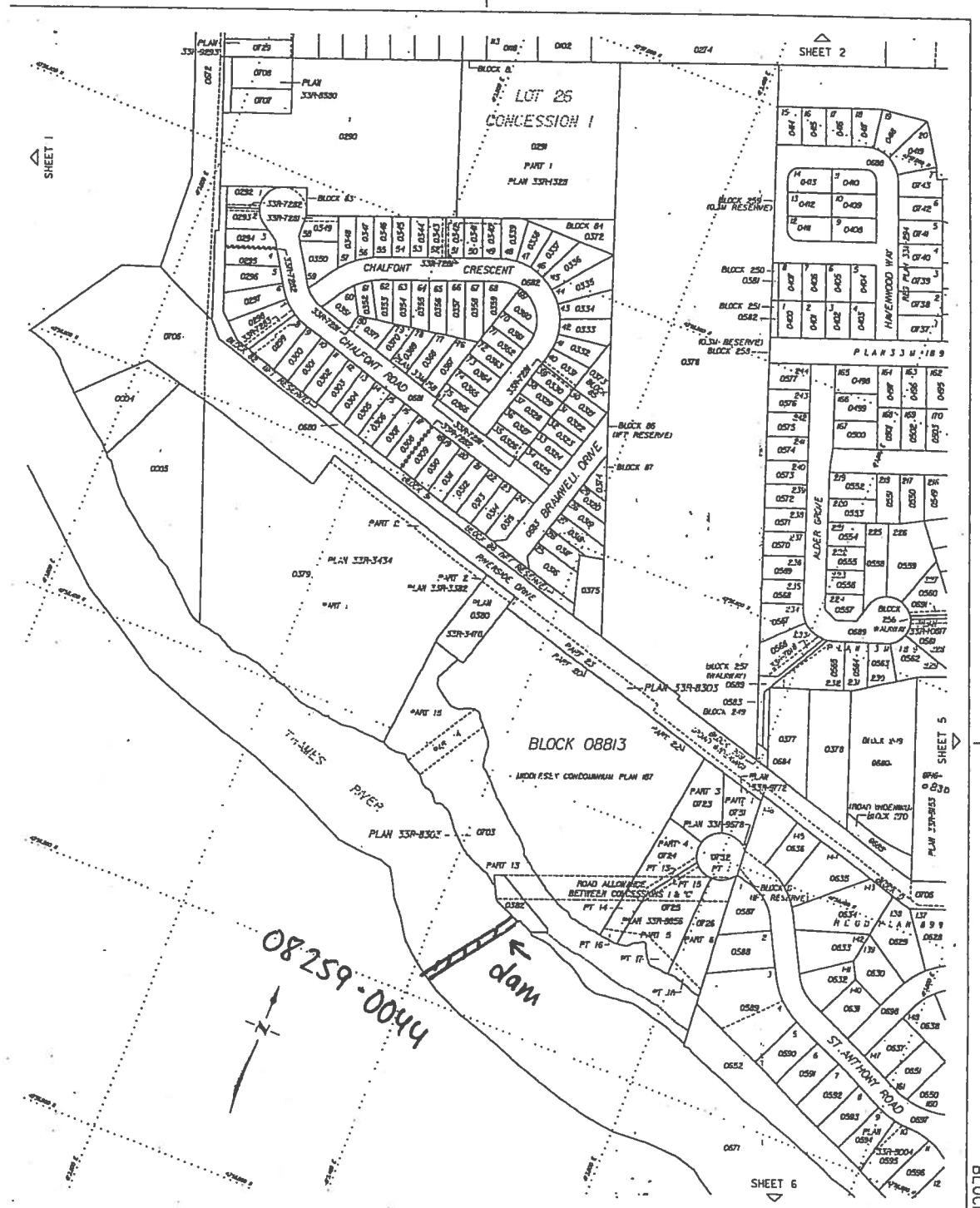
PROPERTY DESCRIPTION: PART LOT 26 CONCESSION C, PART ROAD ALIGNANCE BETWEEN CONCESSION 1 AND CONCESSION C; DESIGNATED PART 6 & 9 33R3590; SUBJECT TO THE RIGHTS OF THE OWNER OF THE ADJOINING PARCEL, IF ANY, UNDER 252884 LONDON/LONDON TOWNSHIP

PROPERTY REMARKS:  
 ESTATE/QUALIFIER: RECENTLY:  
 FIRST CONVERSION FROM BOOK 620

PIN CREATION DATE:  
 1989/12/11

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHRG/CRD
118887	1959/04/09	BYLAW		BYCROFT, GEORGE W. BYCROFT, KATHARINE ELIZABETH	BYCROFT, GEORGE W. BYCROFT, KATHARINE ELIZABETH	C
252884	1967/06/30	TRANSFER	\$1		THE UPPER THAMES RIVER CONSERVATION AUTHORITY	C
286285	1969/05/14	BYLAW				C
33R3590	1979/01/15	PLAN REFERENCE				C
536238	1979/01/17	TRANSFER	\$430,000	BYCROFT, KATHARINE ELIZABETH - ESTATE	296441 ONTARIO LIMITED	C
564400	1980/01/03	DEBENTURE	\$750,000	296441 ONTARIO LIMITED	CANADIAN IMPERIAL BANK OF COMMERCE	C
659685	1984/02/17	DEBENTURE	\$1,500,000	296441 ONTARIO LIMITED	CANADIAN IMPERIAL BANK OF COMMERCE	C
746342	1986/10/09	TRANSFER	\$1,200,000		SITON PROPERTIES LIMITED	C
746341	1986/10/09	DEPOSIT		CANADIAN IMPERIAL BANK OF COMMERCE		C
33R8303	1988/08/09	PLAN REFERENCE				C
822986	1988/12/14	TRANSFER	\$2	SITON PROPERTIES LIMITED	THE CORPORATION OF THE CITY OF LONDON	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



MINISTRY OF  
CONSUMER AND  
COMMERCIAL  
RELATIONS  
ONTARIO  
THIS INDEX MAP SHOWS ALL  
PROPERTIES EXISTING IN  
BLOCK 08050 - SHEET 4  
ON AUGUST 1, 1993

PROPERTY INDEX MAP  
BLOCK 08050  
CITY OF LONDON  
COUNTY OF MIDDLESEX  
(OFFICE 33)

**LEGEND**

PROPERTY BOUNDARY	---
TOWNSHIP FABRIC	---
STREETLINE FABRIC	---
SHOULDER FABRIC, LARGEST	---
UTM GRID	---
ADJOINING MAP NUMBER	---
UTM GRID	---

**NOTES**

WITH AMERICAN DATUM 83  
NAD83, ENGINEERING PROJECTION  
EING 11 CENTRAL MIDDLESEX 83E

THIS IS NOT A PLAN  
OF SURVEY

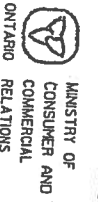
THE MAP WAS DERIVED FROM PLANS AND  
DOCUMENTS RECORDS IN THE LAND REVENUE  
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY  
PURPOSES ONLY.

FOR DETERMINATION OF PROPERTY BOUNDARIES  
SEE RECORDED PLANS AND DOCUMENTS  
ONLY. MAJOR EASEMENTS  
ARE SHOWN.

REFERENCE PLANS UNDER THIS WORK SHEET  
REFERENCE PLANS ARE NOT ILLUSTRATED.

34e

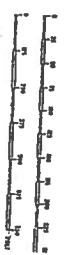
BLOCK 08050 - SHEET 4 OF



MINISTRY OF  
CONSUMER AND  
ONTARIO  
RELATIONS

THIS INDEX MAP SHOWS ALL  
PROPERTIES EXISTING IN  
BLOCK 08259 - SHEET 1  
ON JULY 1, 1994

SCALE



PROPERTY INDEX MAP  
BLOCK 08259  
CITY OF LONDON  
COUNTY OF MIDDLESEX  
(OFFICE 33)

LAST REGISTERED	DATE

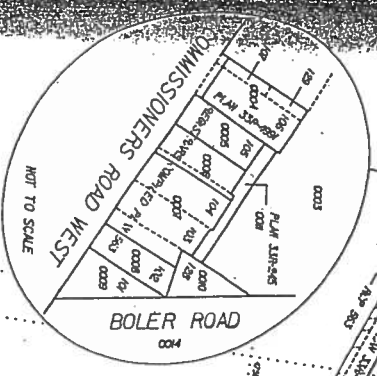
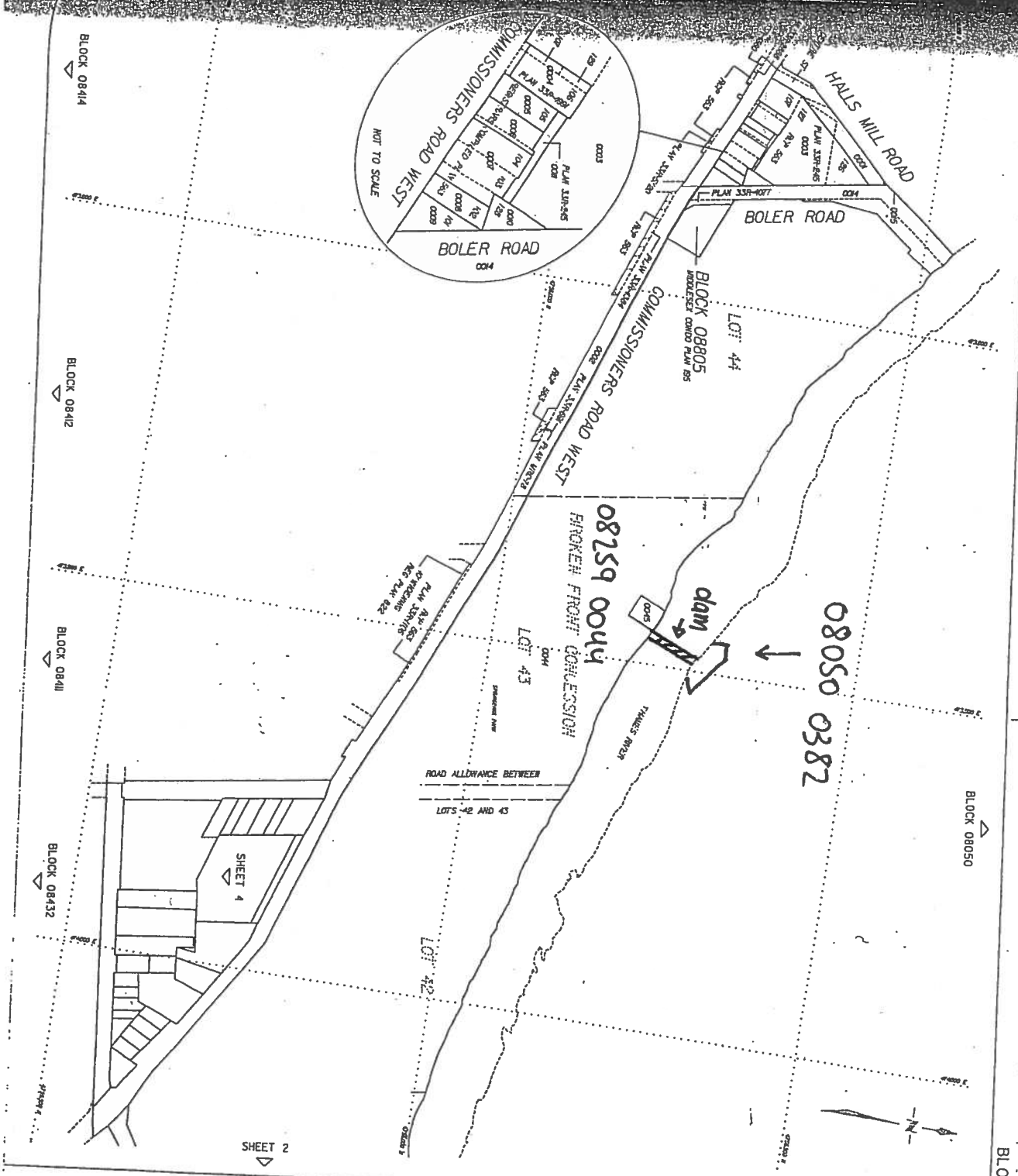
LEGEND

- FRONTOF PROPERTY BOUNDARY
- LASTESTED PROPERTY BOUNDARY
- MUTUAL, RESERVE PROPERTY BOUNDARY
- FRONTOF PROPERTY BOUNDARY
- LASTESTED PROPERTY BOUNDARY
- MUTUAL, RESERVE PROPERTY BOUNDARY
- THICKER BOUNDARY
- STREET FRONT
- INDICATING FRONT, EXISTENT
- STREET FRONT
- ADJOINING MAP NUMBER

NOTES

1. THIS INDEX MAP IS A SUMMARY OF THE REGISTERED PROPERTIES IN THE BLOCK AND DOES NOT SHOW THE EXACT BOUNDARIES OF THE PROPERTIES. FOR THE EXACT BOUNDARIES OF THE PROPERTIES, REFER TO THE REGISTERED PLANS AND SURVEYS.

2. THE MAP IS A SUMMARY OF THE REGISTERED PROPERTIES IN THE BLOCK AND DOES NOT SHOW THE EXACT BOUNDARIES OF THE PROPERTIES. FOR THE EXACT BOUNDARIES OF THE PROPERTIES, REFER TO THE REGISTERED PLANS AND SURVEYS.



34f



**SCHEDULE "J"**  
**FORM OF LEGAL OPINION**

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Ministry of Natural Resources File No.: \_\_\_\_\_

RE: Springbank Dam rehabilitation Project

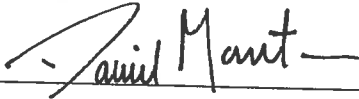
AND RE: Corporation of the City of London application for financial assistance under the Springbank Dam Rehabilitation Project

TO: Ministry of Natural Resources

---

I am of the opinion that as of the date hereof, the Recipient, or its agent (the Upper Thames River Conservation Authority) has entered into a binding and enforceable licence (the "Licence") dated March 11, 1983 for the Property upon which the dam is located. The term of the Licence (inclusive of any renewals) expires no earlier than March 31, 2027, and there is no term or condition in the Licence or any other agreement that will prevent the Recipient from constructing, occupying and using the improvements to the Property.

DATED at London, this 24th day of February, 2005.

  
\_\_\_\_\_

Name of solicitor: David G. Mounteer  
Firm: The Corporation of the City of London  
Mailing Address: P.O. Box 5035 London ON, N6A 4L9

**SCHEDULE "K"**  
**COMMUNICATIONS REQUIREMENTS**

---

Unless specified otherwise in Schedule "G", for the purposes of this Schedule "K" the Recipient shall follow the "Ontario Only" or "Ontario" requirements and not the Canada-Ontario Infrastructure Program ("COIP") requirements.

**Purpose of Schedule**

This Schedule describes the Recipient's responsibilities and financial obligations involved in producing, installing and maintaining signs and plaques as well as in arranging announcements and ceremonies for the Project.

**General Principles**

The Recipient will work with the Ministry's officials and other partners to undertake communication activities ensuring equal recognition of all parties making a significant financial contribution to the Project.

All ceremonies, events, signs and plaques will follow these communications requirements and any other requirements that may be specified by the Ministry, from time to time.

All parties making a significant financial contribution to the Project shall receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into announcements, ceremonies, signs and plaques unless the Ministry provides otherwise.

All announcements and ceremonies will be organized jointly with equal participation from all parties making a significant financial contribution to the Project.

Both official languages will be used for public information, signs and plaques in accordance with the French Language Services standards for Ontario and/or for COIP projects and will follow standards for Canada.

**Signs and Plaques**

The Recipient must comply with the Ontario style guide when designing all signs and plaques and, as appropriate, the COIP style guide as set out below:

- Ontario's style guide and digital templates in a variety of formats are available from Ontario's password-protected Partner Centre on its Web site at [www.pir.gov.on.ca](http://www.pir.gov.on.ca). For passwords, please complete the *Join Form* on the main page of the Partner Centre. For more information, please contact the Ontario Standards Advisor by phone at 416-325-0424, fax at 416-325-8440 or e-mail at [Standards.Advisor@pir.gov.on.ca](mailto:Standards.Advisor@pir.gov.on.ca).
- COIP style guide and digital templates are available from the COIP Web site at Ontario's Web site at [www.pir.gov.on.ca](http://www.pir.gov.on.ca) or [www.ic.gc.ca/coip-pico](http://www.ic.gc.ca/coip-pico). For more information, please contact the Industry Canada Standards Advisor by phone at 416-954-6652, fax at 416-954-6654 or e-mail [schmitt.cornelia@ic.gc.ca](mailto:schmitt.cornelia@ic.gc.ca).

The Recipient will ensure that proofs of all Ontario, or, when applicable, COIP capital project signs and plaques are reviewed by the Ministry before installation.

### **Responsibilities**

The Recipient is responsible for erecting Ontario or, when applicable, COIP capital project signs indicating all Senior Government (for the purposes of this Schedule, "**Senior Government**" means the Ministry in the case of an Ontario Only Project and both the Ministry and the Federal Government in the case of a COIP Project) Financial Assistance and any municipal contribution toward the Project at all sites, facilities, etc. where the Financial Assistance is being used.

The Recipient shall erect signs and install plaques as directed by this Schedule. The relevant standards and procedures are outlined in the following paragraphs.

### **External Project Signs (Temporary)**

- External Project Signs (at least 120cm high x 240cm wide / four feet high by eight feet wide) are required where the Maximum Financial Assistance exceeds \$50,000, the Project is underway and where the duration of the Project is longer than three months. Larger signs (240cm high by 480cm wide / eight feet high or sixteen feet wide) are required where the Maximum Financial Assistance exceeds \$2,500,000, where the Project is underway and where the duration of the Project is longer than one year.
- External Project signs shall follow the approved design and guidelines outlined in the Ontario style guide and, as appropriate, the COIP style guide. These guidelines provide specifications such as the required positioning of government logos and those of its public and/or private-sector partners, as appropriate.
- Both official languages will be used for public information, signs and plaques when required by Ontario's French language services standards for Ontario projects and follow Canada's language standards for COIP projects.
- The Recipient will submit proofs via e-mail or fax of the external project signs to the Ontario Standards Advisor for approval.
- The Recipient will oversee the manufacture of the sign and ensure that the selected location of the sign does not restrict accessibility, pose any hazard or interfere with facilities and services (e.g. electrical systems, drainage, etc.).
- The Recipient shall ensure that the Project signs are erected in prominent locations at the Project site as soon as possible after the execution of this Agreement and no later than 30 days after the start of construction. Erected signs should be maintained for up to 60 days following Project completion. The Recipient will arrange for sign removal and re-cycling following the 60-day period.
- Signs should be freestanding, securely assembled and erected, away from other distracting signs. No other sign, including those of design and/or engineering firms and/or contractors involved with the Project, should be attached to the Project sign.
- The Recipient is responsible for sending to the Standards Advisor, within 30 days of receipt of the Ministry's approval of design proofs, a photograph (digital or otherwise) which portrays the erected sign in relation to the Project.

- Where the Maximum Financial Assistance does not exceed \$50,000, the Recipient may, at its option, install a sign (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

**Plaques (Permanent)**

- Upon completion of a Project where the Maximum Financial Assistance exceeds \$500,000, the Recipient will install a permanent plaque.
- Permanent plaques may follow the design outlined in the Ontario style guide or the COIP style guide or use a style suited to the building, provided all governments and partner logos are included.
- Costs for plaques shall be part of the Project's Eligible Costs in accordance with this Schedule.
- The Recipient will submit proofs of the plaques to the Ministry for approval.
- Both official languages will be used for public information, signs and plaques when required by Ontario's French language services standards for Ontario projects and follow Canada's language standards for COIP projects.
- Upon completion of a Project where the Maximum Financial Assistance does not exceed \$500,000, the Recipient may, at its option, install a permanent plaque (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

**Eligible Costs**

**External Project Signs (Temporary)**

**Small sign:** 120 cm high by 240 cm wide/4 feet by 8 feet

Production – \$1,250  
 Installation – 1,000  
**TOTAL     \$2,250**

**Large sign:** 240 cm high x 480 wide/8 feet by 16 feet

Production – \$2,250  
 Installation – 2,000  
**TOTAL     \$4,250**

### **Plaques (Permanent)**

**Plaque:** 71 cm high x 45.7 cm wide/28 inches high by 18 inches wide

Cast Bronze \$2,500 for one colour

Cast Aluminum \$2,000 for up to three colours

Engraved Acrylic \$1,500 for up to three colours

### **Announcements and Ceremonies**

All governments must be equally represented at events.

When asked by elected representatives or designated officials from the Senior Government, the Recipient will coordinate a mutually agreeable venue, date and time for the event in light of the availability of the all government participants from all levels of government.

The Recipient may invite other elected officials and members of council. The Recipient should also invite local interested parties, such as contractors, architects, labour groups, and community leaders.

After the participants, date and location have been determined, the Recipient should send out invitations to all guests.

When appropriate, the Recipient should invite the general public by posting notices in public areas, such as post office and libraries or by placing public service announcements in the local media.

All written communications (invitations, public service announcements, posters, etc.) must indicate that the Project received Financial Assistance from Ontario, or, when applicable, COIP.

The Recipient could arrange for light refreshments to be served after the event, for example coffee, tea, juice and donuts.

The Recipient will have an opportunity to provide input into the agenda, media advisory, news release, etc. and will receive final copies in advance of the event.

Depending on the size of the event site, a specially designed program backdrop, banner and/or lectern sign will be provided to the Recipient. Federal, provincial and municipal flags should also be on display at all COIP events.

### **Responsibilities**

The Recipient will:

- make all local arrangements (e.g., podium, flags as appropriate, seating for speakers, shovels for ground-breaking ceremonies or ribbon for opening ceremonies, etc.) if required;
- produce invitation and guest list and distribute invitations;
- display Project material (could include information on other SCTP Initiative projects in the municipality);
- choose a Master of Ceremonies, if required;

- arrange for refreshments if desired; and,
- arrange for a public address system if appropriate.

### **Eligible Costs**

The Senior Government will fund a portion of a recommended event (sod turning, plaque unveiling, ribbon-cutting, official opening) in accordance with this Agreement. In order for a cost to be considered an Eligible Cost for the purposes of this Schedule, the Ministry must pre-approve the budget related to the event. No more than \$750 of Eligible Costs will be considered by the Senior Government.

Only costs associated with events recommended by the Senior Government will be considered Eligible Costs.

The Project may be of such regional or provincial significance that it warrants a major event (such determination to be made by the Ministry, in its sole discretion). If this is the case, specific Project budgets above \$750 in Eligible Costs may be permitted with the prior approval of the Ministry.

For the purposes of announcements and ceremonies, Eligible Costs include the following:

- Printing and mailing invitations
- Refreshments\*
- Draping for plaque unveiling
- Project material for display and/or media kit
- Temporary signage
- Rentals such as:
  - flagpoles
  - stage
  - chairs
  - podium
  - PA system

\*Only light refreshments such as coffee, tea, donuts, muffins will be considered Eligible Costs.

The cost of certain items such as alcoholic beverages, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.