

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
SUPPLEMENTARY AGENDA OF REGULAR COUNCIL MEETING  
JANUARY 15, 2024 AT 2:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING**

**PAGE #**

**ITEMS FOR CONSIDERATION**

**8. COUNCIL**

**d. AMO Social and Economic Prosperity Review**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the AMO Social and Economic Prosperity Review; and

WHEREAS current provincial-municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life;

WHEREAS nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility and expenditures are outpacing provincial contributions by nearly \$4 billion a year;

WHEREAS municipal revenues, such as property taxes, do not grow with the economy or inflation;

WHEREAS unprecedented population and housing growth will require significant investments in municipal infrastructure;

WHEREAS municipalities are being asked to take on complex health and social challenges – like homelessness, supporting asylum seekers and addressing the mental health and addictions crises;

WHEREAS inflation, rising interest rates, and provincial policy decisions are sharply constraining municipal fiscal capacity;

WHEREAS property taxpayers – including people on fixed incomes and small businesses – can't afford to subsidize income re-distribution programs for those most in need;

WHEREAS the province can, and should, invest more in the prosperity of communities;

WHEREAS municipalities and the provincial government have a strong history of collaboration;

THEREFORE, BE IT RESOLVED THAT the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario.

**BY-LAWS**

- c. By-law Number 003-2024 being a by-law to authorize the execution of Connecting Links Program Contribution Agreement with His Majesty the King in right of Ontario (as represented by the Minister of Transportation) and The Corporation of the Township of Wellington North for Smith Street Arthur

# AMO Social and Economic Prosperity Review

## New realities demand a new approach to the provincial-municipal fiscal relationship

- Municipalities provide critical services that are central to Ontario's economy and quality of life, investing more than \$60B annually in important public services and infrastructure.
- The fiscal framework that enables municipalities to deliver infrastructure and services is broken – failing residents, small businesses and major industries.
- Long-standing structural problems have combined with growth pressures, economic factors, social challenges and provincial policy decisions to push municipalities to the brink.
- Last adjusted in 2008, a review of provincial-municipal financial arrangements is long overdue.
- AMO calls on Premier Ford to do what taxpayers expect – work together with municipal governments to modernize this partnership and build a solid foundation for economic growth and quality of life.

## The municipal fiscal framework is compromising Ontario's economic and social prosperity

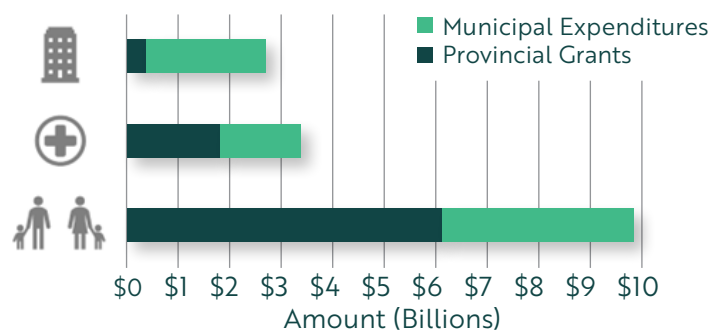
### Municipal revenues do not grow with the economy or inflation

- Municipalities rely heavily on property taxes, which do not grow with the economy or inflation.
- In 2022, annual average inflation rate was 6.8% – leaving municipalities to contend with increased wages, construction costs, and interest rates without corresponding growth in revenue.
- Federal and provincial governments saw record revenue growth in 2022 driven by inflation and economic activity, with no inflation adjustments to most municipal grants such as the Ontario Municipal Partnership Fund (OMPF).

### Municipal property taxes subsidize the provincial treasury by almost \$4 billion a year

- Nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility – such as social housing, long-term care, public health, childcare and social services.
- Municipalities in Ontario provide services that typically fall under provincial jurisdiction in other provinces. **Provincial contributions offset these costs – but only in part.**
- In 2022, municipal expenditures in these areas outpaced provincial contributions by almost \$4 billion – a figure that is expected to grow in future years.
- This figure is not exhaustive, as the province continues to download costs in other areas.

For example, AMO estimates that municipalities and property taxpayers are currently on the hook for more than \$400 million in hospital capital and equipment costs that should rightfully be funded by the provincial treasury.



## Current fiscal arrangements undermine municipalities' ability to invest in infrastructure

- Municipalities own and operate more public infrastructure than the provincial and federal governments – valued at nearly half a trillion dollars.
- The ambitious goal of 1.5 million new homes by 2031 depends on building essential municipal infrastructure and the public investment to support it.
- Bill 23 resulted in municipalities' having \$1 billion less to fund growth.
- Maintaining current assets in the face of climate change also brings growing costs. In 2021, the Financial Accountability Office estimated that the cost to bring existing municipal assets to a state of good repair was approximately \$52 billion.

## Property taxpayers, including small business owners and seniors on fixed incomes, can't afford to pay for provincial costs

- Increasingly, municipalities are being asked to take on complex health and social challenges – like homelessness, supporting asylum seekers and addressing the mental health and addictions crises.
- Ontario's property taxes are already the second highest in the country.
- The property tax base was never meant to support income re-distribution.

## Partners in prosperity: the province can invest more in Ontario's prosperity

### Despite strong fiscal fundamentals, Ontario has underinvested for decades

- Ontario's spending per capita is the lowest in Canada at **\$11,974**
- Real per capita spending in children's and social services, education and post-secondary schools have all **declined by over 10%** since 2018
- Provincial deficit, debt-to-GDP ratios and the percent of revenues going towards interest payments are all at **10-year lows**.



- The Province is a key beneficiary of housing market.

» Provincial government's share of the purchase price of a new home has climbed steeply over the past 10 years – **increasing by 55%** compared to local governments' 13%.

» The housing market delivers the Ontario Government **\$4.4 billion** a year in Land Transfer Tax, in addition to HST collected on new houses.

## A social and economic prosperity review

### Ontarians expect their elected officials to work together effectively and respect their tax dollars.

We believe the time is right for a province-wide conversation where municipalities and the province come together to promote the stability and sustainability of municipal finances province-wide.

AMO is calling on the provincial government to commit to this review as part of the upcoming budget, with a view to developing a consensus report with recommendations by 2025.

Working together, we can build a better Ontario.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 003-2024**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF  
CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT  
WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO (as  
represented by the Minister of Transportation) AND  
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
FOR SMITH STREET ARTHUR**

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP  
OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into an agreement with His Majesty the King in Right of Ontario (as presented by the Minister of Transportation) in substantially the same form as the agreements attached hereto as Schedule "A" for Smith Street, Arthur
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ AND PASSED THIS 15TH DAY OF JANUARY, 2024.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE CLERK**

## CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
as represented by the Minister of Transportation

("Ontario")

– and –

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

(the "Recipient")

**WHEREAS** the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

**AND WHEREAS** subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a Highway or part of a Highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the Highway;

**AND WHEREAS** subsection 21(2) of the Act states that every such Highway remains under the jurisdiction and control of the road authority;

**AND WHEREAS** subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25 as amended from time to time, states that a municipality that has jurisdiction over the Highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the Highway or bridge;

**AND WHEREAS** the Highway named in Schedule "A" to this Agreement is a Highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

**AND WHEREAS** subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any Highway or Bridge;

**AND WHEREAS** subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

**AND WHEREAS** the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

**AND WHEREAS** the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

**NOW THEREFORE**, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

## **SECTION 1 Interpretation**

**1.1 Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings described below.

**"Act"** means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

**"Accommodation"** refers to measures that are responsive to potential adverse impacts on established or credibly asserted Aboriginal or Treaty rights.

**"Adjust the Funds"** means Ontario's right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

**"Agreement"** means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

**"Arm's Length"** has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

**"Auditor General"** means the Auditor General of Ontario.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010*, S.O. 2010, c.25 (Ontario).

**"Bridge"** means a public bridge, and includes a bridge forming part of a Highway or on, over, under or across which a Highway passes.

**"Business Day"** means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

**"Communications Protocol"** means the protocol set out under Schedule "F" of this Agreement.

**"Conflict of Interest"** includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient's decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project or this Agreement.

**"Connecting Link"** means the Highway named in Schedule "A" to this Agreement that is a Highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King's Highway by the Minister pursuant to subsection 21(1) of the Act.

**"Connecting Links Program"** means the program administered by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

**"Connecting Links Program Guide"** means the Ministry's document, entitled "Ministry of Transportation Connecting Links Program 2023-24 Guide," as referred in Schedule "H" of this Agreement, as amended from time to time by the Ministry, that describes the Ministry's Connecting Link Program.

**"Contractor"** means any third-party contractor that the Recipient retains to undertake any part of the Work related to the construction of the Project.

**"Consultant"** means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the Work related to the Project.

**"Contract"** means a contract between the Recipient and a third party at Arm's Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

**"Crown Agency"** means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

**"Delegation Letter"** means a letter from Ontario to the Recipient where Ontario formally delegates the procedural aspects of consultation to the Recipient and identifies the Indigenous Communities to which the Duty to Consult is owed.

**"Duty to Consult"** means the Crown's legal obligation to consult and, where, appropriate, accommodate Indigenous communities when contemplating conduct that might adversely impact established or credibly asserted Aboriginal or Treaty rights, pursuant to s. 35 of the Constitution Act, 1982.

**"Effective Date"** means the date set out at Part B.1 of Schedule "B" of this Agreement.

**"Eligible Costs"** means the costs described in Part D.1 of Schedule "D" of this Agreement.

**"End of Funds Date"** means the date set out in Part C.3 of Schedule "C" of this Agreement.

**"Event of Default"** has the meaning given to it in section 15 of this Agreement.

**"Expiration Date"** means the date set out in Part B.4 of Schedule "B" of this Agreement.

**"FIPPA"** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario).

**"Fiscal Year"** means the period beginning April 1<sup>st</sup> in any year and ending on March 31<sup>st</sup> of the following year.



**"Funds"** means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

**"Highway"** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**"Indemnified Party"** means His Majesty the King in Right of Ontario, His Ministers, directors, officers, agents, appointees, servants and employees.

**"Ineligible Costs"** means the costs described under Part D.2 of Schedule "D" of this Agreement.

**"Indigenous Community"** means First Nation, or Métis communities as specified in the Delegation Letter.

**"King's Highway"** means a Highway designated as a King's Highway by the Lieutenant Governor in Council pursuant to the Act.

**"Maximum Funds"** means the amount set out under Part C.1 of Schedule "C" of this Agreement.

**"Minister"** means the Minister of Transportation.

**"Ministry"** means the Ministry of Transportation and any employees employed therewith.

**"Ontario"** means His Majesty the King in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

**"Parties"** means Ontario and the Recipient.

**"Party"** means either Ontario or the Recipient, as the case may be.

**"Person"** if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof.

**"Project"** means the Work to be performed for the project described in Schedule "A" of this Agreement.

**"Project Completion Date"** means the date set out in Part B.3 of Schedule "B" of this Agreement.

**"PSSDA"** means the *Public Sector Salary Disclosure Act, 1996*, S.O. 1996, c. 1, Sched. A (Ontario).

**"Reports"** means the reports set out in section 13 of this Agreement and set out in Schedule "G" of this Agreement.

**"Requirements of Law"** means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

**"Substantial Completion"** has the same meaning as "substantially performed", as defined under section 2(1) of the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario).

**"Term"** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**"Work"** includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

- 1.2 Reference To Statute Or Regulation.** 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 supplanting or superseding such statute or regulations.
- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

## SECTION 2 The Agreement

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

### Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Indigenous Consultation Requirements

- "F" Communications Protocol
- "G" Reporting Requirements
- "H" Ministry of Transportation (MTO) Connecting Links Program 2023-24 Guide

**2.2 Conflict.** In the event of a conflict between:

- (a) any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
  - (i) This document; and
  - (ii) The Schedules attached to this document.
- (b) Schedule "H" and any other of the Schedules that form part of this Agreement, Schedules "A" to "G" shall take precedent over Schedule "H".

**2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

### SECTION 3

#### General Roles And Responsibilities of the Parties Under the Agreement

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule "C" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule "A" of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule "A" of this Agreement, without first obtaining Ontario's prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion,

operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.

**3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.

**3.7 Project Financing.** The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project, in the event that its original financing situation should change;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

**3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule "B" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

**3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.

**3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement

**3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

## SECTION 4 Funds

**4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.

**4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.

- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. If the Recipient earns any interest on the Funds provided to the Recipient:
- (a) Ontario may deduct an amount equal to the interest from any further instalment of Funds; or
  - (b) The Recipient shall pay an amount equal to the interest to Ontario as directed by Ontario.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
  - (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
  - (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,
- within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.
- 4.9 Insufficient Funds Provided By Legislature.** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 Ontario May Adjust The Funds.** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.
- 4.11 Funds Are Part Of Social Or Economic Program.** The Recipient acknowledges and

agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## **SECTION 5**

### **Payment Under Agreement**

**5.1 Eligibility Of Costs Or Expenses.** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2023 and prior to the Project Completion Date.

**5.2 Payment Of Funds.** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

**5.3 Conditions Precedent For Payment Of Funds.** Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any Duty to Consult requirements set out under this Agreement or in a Delegation Letter.

**5.4 Withholding Payment Of Funds.** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with His Majesty the King in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
  - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
  - (ii) Ontario shall continue to withhold any payments of any Funds to the

- Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
- (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

## SECTION 6

### Recipient's Representations, Warranties, Covenants, Acknowledgements And Agreements

**6.1 Recipient's Representations, Warranties And Covenants.** The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

**6.2 Additional Covenants.** The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

**6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

**6.4 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all Persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to section 13; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

## **SECTION 7 Conflict of Interest and Confidentiality**

**7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

**7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

**7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

## **SECTION 8 Insurance**

**8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this Agreement per occurrence with insurers



with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

**8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario) and for any and all liability for damages to property and injury to Persons, including death, that may be brought against Ontario as a result of this Agreement.

## SECTION 9 Limitation of Liability and Indemnification

**9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

**9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party 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 Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

**9.3 Further Indemnification Of Ontario.** The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party

may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

**9.4 Further Indemnification Requirements.** The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

**9.5 Recipient To Require Third Parties To Indemnify Ontario.** The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party 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 Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

## **SECTION 10**

### **Acquisition of Goods and Services**

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:
- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
  - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

- 10.4 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.
- 10.5 Contracts.** The Recipient shall ensure that all Contracts:
- (a) Are consistent with this Agreement;
  - (b) Do not conflict with this Agreement;
  - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
  - (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
  - (e) Require that any third parties thereto comply with all Requirements of Law; and
  - (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.
- 10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.
- 10.7 Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.
- 10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements.

## SECTION 11 Indigenous Consultation

- 11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of Funds under Milestones #2 and #3 of the Milestone Payment Schedule found under section C.4.1 of this Agreement, is strictly conditional upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.
- 11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Indigenous Communities.** By entering into this Agreement, the Recipient agrees Ontario may delegate the procedural aspects of any consultation obligations Ontario may have in relation to the provision of Funds to the Recipient as set out in the Delegation Letter and Schedule "E" of this Agreement. The Recipient, by signing this Agreement, accepts any delegation made by Ontario by a Delegation Letter and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the provision of Funds.
- 11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:
- (a) Be responsible for consulting with any Indigenous Community identified by Ontario

- as being owed the Duty to Consult on behalf of Ontario in accordance with the Delegation Letter and Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Indigenous Community with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Agreement; and
  - (c) Provide a detailed description of the Recipient's consultation with any Indigenous community as set out under Schedule "G" of this Agreement.

**11.4 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Agreement shall be construed as an admission, acknowledgment, agreement or concession by Ontario, that Ontario has a Duty to Consult in relation to the provision of Funds, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of the Duty to Consult, nor that a particular aspect of consultation referred to in section 11.2 hereof is an aspect of the Duty to Consult that could not have been delegated to the Recipient.

#### **SECTION 11.1.0 limitation of liability – duty to consult**

**11.1.1 Funds not indicator of a Discharge of Duty to Consult.** The Parties agree the provision of Funds by Ontario shall not be construed as an indication of the satisfaction by, and shall not relieve, the Recipient of any obligation it may have to undertake engagement, consultation and/or accommodation with Indigenous Communities in relation to the Project.

**11.1.2 Limitation of Liability for Ontario.** The Recipient agrees that Ontario shall not be liable to the Recipient for, and the Recipient hereby releases Ontario in respect of, any injury, loss, expense, delay or costs incurred or suffered by the Recipient as a result of any direct or indirect acts or omissions by any Person or party, including, without limitation, any acts or omissions of Ontario or those for whom it is responsible at law, that disrupts, stops or otherwise interferes with the Recipient's ability to perform its obligations pursuant to the Agreement.

**11.1.3** The foregoing limitation of liability and release extends to any disruption, stoppage or other interference arising out of any legal action, court order, directive, settlement, roadblock, strike, labour action, or any other occurrence. This section 11.1.3 and section 11.1.2 may be pleaded as an estoppel in any court of law by Ontario.

#### **SECTION 12 Communications**

**12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

#### **SECTION 13 Reports**

**13.1 Reports.** The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

**13.2 Additional Reports Upon Request.** The Recipient shall, upon Ontario's request in writing,

collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

## SECTION 14

### Records, Inspection, Audits and the Provision of Information

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or Contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

## **SECTION 15**

### **Default and Termination**

- 15.1 Events Of Default.** Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
  - (i) The Recipient has provided false or misleading information to Ontario;
  - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
  - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
  - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
  - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened; or,
  - (vi) the Recipient brings an action or seeks compensation from Ontario in respect of any matter to which the release and limitation of liability described in section 11.1.0 of this Agreement.

- 15.2 Remedies On Default.** Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

- 15.3 Additional Remedies.** In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

- 15.4 Waiver Of Event Of Default Must Be In Writing.** Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned 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 Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.
- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## SECTION 16 General Provisions

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party Contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a Person who indicates in writing that he or she has specific authority to provide such a waiver.



- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict 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.
- 16.7 Time Is 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.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other Person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 Amendment.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the 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, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

**16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:

- (a) Any Person hired by the Recipient to speak or correspond with any employee or other Person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*, S.O. 1998, c. 27, Sched.;
- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

**16.16 Debt Owning To His Majesty The King In Right Of Ontario.** Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to His Majesty the King in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

**16.17 His Majesty the King In Right Of Ontario May Charge Interest.** His Majesty the King in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**16.18 Set-Off By Ontario.** In the event that the Recipient is indebted to His Majesty the King in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by His Majesty the King in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act*, R.S.O. 1990, c. F.12 (Ontario) or the *Financial Administration Act*, R.S.C., 1985, c. F-11 (Canada).

**16.19 Notice And Service Of Documents Under Agreement.** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

**16.20 Governing Law.** This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

- 16.21 Agreement Executed In Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.
- 16.22 Entire Agreement.** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.
- 16.23 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 10.7, 16.4, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule "B" of this Agreement and Schedules "E" and "F"; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO,**  
as represented by the Minister of Transportation

\_\_\_\_\_  
Name:  
Title: Minister

\_\_\_\_\_  
Date

I have the authority to bind the Crown.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

\_\_\_\_\_  
Name:  
Title: Mayor

\_\_\_\_\_  
Date

**AFFIX CORPORATE  
SEAL**

\_\_\_\_\_  
Name:  
Title: Chief Administrative Officer (CAO) /or Clerk

\_\_\_\_\_  
Date

I/We have the authority to bind the Recipient.

## **SCHEDULE "A"**

### **Project Description**

**Application Project Name:** Reconstruction of Smith Street

**Approved Project Name:** Reconstruction of Smith Street (Arthur)

**Project Description:** The main scope of work entails the complete removal and replacement of the asphalt pavement. This process will also include the restoration of the gravel road base surface before paving and subsequent line painting.

#### **Project Description Details (from Application):**

The primary scope of work includes the full depth and full width removal and replacement of the asphalt pavement (140 millimeters depth, 10.0 metres width) resurfacing, including gravel road base surface restoration prior to paving, followed by line painting.

Associated work is to include maintenance hole and catch basin frame and cover/grate replacement and adjustments, water gate valve and box replacement and adjustments, curb repairs (including adjacent sidewalk panel replacements, as needed, to complete curb repairs), and miscellaneous asphalt removal and replacement (driveway entrances, paved boulevard areas between the curb and sidewalk), including replacement of sidewalk and curb ramps to meet accessibility standards.

This is a multi-year undertaking, with the design work to be completed in 2023 and tendering and construction in 2024.

**SCHEDULE "B"**

**Operational Requirements Under The Agreement**

**Part B.1 – Effective Date Of Agreement**

**B.1.1 Effective Date Of Agreement.** The Effective Date of this Agreement is the date in which the Province signs the Agreement.

**Part B.2 – Insurance Requirements**

**B.2.1 Insurance Requirements.** The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

**Part B.3 – Project Completion Date**

**B.3.1 Project Completion Date.** The Project shall be completed no later than 12/31/2024. For clarity this means Substantial Completion must have occurred and the project construction Work must have been completed.

**Part B.4 – Expiration Date**

**B.4.1 Expiration Date Of Agreement.** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2025.

**Part B.5 – Notice and Contact**

**B.5.1 Notice And Contact Information.** Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario:                  Ministry of Transportation                  Operations Office                  301 St. Paul Street, 2nd Floor                  St. Catharines, Ontario                  L2R 7R4</p> <p>Attention: Program Coordinator,                  Connecting Links Program                  Telephone: 289-241-8354                  Fax: 905-704-2777                  Email: CLProgram@ontario.ca</p>	<p>To Recipient:                  The Corporation of the Township of Wellington North                  7490 Sideroad 7 West                  PO Box 125                  Kenilworth, Ontario                  N0G 2E0</p> <p>Attention: Farhad Hossain,                  Director of Finance/Treasurer                  Telephone: 519-848-3620 X4232                  Fax: 5198483228                  Email: fhossain@wellington-north.com</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

**Part B.6 – Asset Retention Period**

***B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement.*** The Recipient shall notify Ontario in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

***B.6.2 Asset Retention Period.*** The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**SCHEDULE "C"****Financial Information For The Project****Part C.1 – Maximum Funds**

**C.1.1 Ontario's Maximum Funds Under Agreement.** Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million and Fifty-Six Thousand, One Hundred Twenty-Three Dollars (\$1,056,123) in Funds for Eligible Costs for the Project. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

**Project's Estimated Total Net Eligible Costs: \$1,173,470.00 (Original budget from application)**

**Percentage of Provincial Support**

The Percentage of Provincial Support is fixed at Ninety Percent (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Estimated Total Net Eligible Costs as provided above.

**"Total Net Eligible Costs"** means all direct costs that are, in Ontario's sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2023 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule "B", less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

**Part C.2 – Holdback**

**C.2.1 Holdback.** Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient's Final Report, upon after which Ontario shall pay the holdback to the Recipient.

**Part C.3 – End of Funds Date**

**C.3.1 End of Funds Date.** Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2025.

**Part C.4 – Payment Of Funds**

**C.4.1 Payment Of Funds.** Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:



**MILESTONE PAYMENT SCHEDULE**

<b>MILESTONE PAYMENT</b>	<b>AMOUNT</b>	<b>REQUIRED DOCUMENTATION</b>
<p><b>Milestone 1:</b> Upon receipt and acceptance by MTO of first Contract Award Report to initiate project.</p>	<p>An amount up to fifty percent (50%) of the Maximum Funds</p>	<p><b>Contract Award Report</b></p> <p>Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2023.</p>
<p><b>Milestone 2:</b> Upon receipt and acceptance by MTO of the Substantial Completion Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.</p>	<p>An amount up to eighty-five percent (85%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1; <b>or</b></p> <p>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p><b>Substantial Completion Report</b></p> <p>Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31<sup>st</sup> of the Fiscal Year of Project Completion).</p>
<p><b>Milestone 3:</b> Upon receipt and acceptance by MTO of the Final Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds, <b>or</b></p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.</p>	<p><b>Final Report</b></p> <p>Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.</p>

**Part C.5 – Limit On Ontario's Contribution Under Agreement**

**C.5.1 Limit On Provincial Contribution Under Agreement.** Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

## SCHEDULE "D"

### Eligible And Ineligible Costs

#### Part D.1 – Eligible Costs

**D.1.1 Eligible Costs.** Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule "D" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Indigenous Community, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Indigenous Community, but does not include any capacity funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (g) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "F" of this Agreement; and
- (h) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

#### Part D.2 – Ineligible Costs

**D.2.1 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2023 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,
  - (iv) Other facilities, and

- (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Indigenous Communities (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing applications for the Connecting Links Program; and
- (h) Any costs of Accommodation for any Indigenous Community unless specifically approved by Ontario in writing prior to being incurred.

**D.2.2 Harmonized Sales Tax.** Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

**D.2.3 Costs Of Non-Arm's Length Parties.** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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## SCHEDULE "E"

### Aboriginal Consultation Requirements

#### Part E.1 – Purpose

**E.1.1 Purpose.** This Schedule sets out the responsibilities of the Recipient in relation to consultation with Indigenous Communities on the provision of Funds, and to delegate procedural aspects of consultation from Ontario to the Recipient.

#### Part E.2 – Responsibilities of the Recipient

**E.2.1 Recipient's Responsibilities.** If the Recipient is delegated the procedural aspects of the Duty to Consult through a Delegation Letter, the Recipient is responsible for:

- (a) Giving notice to the Indigenous Communities regarding the Project as identified in the Delegation Letter, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Indigenous Communities regarding the Project and advising of the details of the same;
- (c) Informing the Indigenous Communities of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (d) Making all reasonable efforts to build a positive relationship with the Indigenous Communities in relation to the Project;
- (e) If appropriate, providing reasonable financial assistance to Indigenous Communities to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (f) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Indigenous Communities, maintaining summary documentation showing the issues raised by the Indigenous Communities and any responses the Recipient has provided;
- (g) Where an Indigenous Community asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (h) Where appropriate, discussing with the Indigenous Communities potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Indigenous Communities that relate to potential accommodation or mitigation of potential impacts;
- (i) Consulting regularly with Ontario during all discussions with Indigenous Communities regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;

- (j) Complying with any other responsibilities set out in the Delegation Letter.

**E.2.2 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Indigenous Communities in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Indigenous Community in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Indigenous Communities regarding the Project and provide copies to Ontario of any documentation received from Indigenous Communities;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Indigenous Communities, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Indigenous Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**E.2.3 Recipient Shall Assist Ontario.** The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Indigenous Communities in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of the Duty to Consult by Ontario, to the relevant regulatory or judicial decision-makers.

**E.2.4 Indigenous Consultation Plan.** Based on the scope and nature of the Project, Ontario may require the Recipient, in consultation with Ontario, to develop and comply with an Indigenous consultation plan ("Indigenous Consultation Plan"). If Ontario provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide Ontario with a copy of the Indigenous Consultation Plan.

**E.2.5 Changes to the Plan.** The Recipient agrees that Ontario, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

**E.2.6 Indigenous Consultation Records.** If consultation with Indigenous Communities is required, the Recipient will maintain an Indigenous consultation record and provide such record to the Ontario, and any update to it, as part of its reporting to Ontario under this Agreement.

### **Part E.3 – General**

**E.3.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Indigenous consultation or the Duty to Consult that may be imposed by a ministry, board, Crown Agency, or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements.

### **Part E.4 – Notice and Contact**

**E.4.1 Notices In Relation To Schedule.** All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the Person identified under Part B.5 of Schedule B.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

## SCHEDULE "F"

### Communications Protocol

#### Part F.1 – Introduction

**F.1.1 Purpose of Communications Protocol.** This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

**F.1.2 Application of Communications Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

#### Part F.2 – Project Signage

**F.2.1 Project Signage:** The Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

**F.2.2 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

**F.2.3 Installation of Signage.** The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

#### Part F.3 – Media Events

**F.3.1 Requesting Media Events.** The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

**F.3.2 Approval Of Communications.** All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

**F.3.3 Media Events.** Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

#### **Part F.4 – Printed Materials, Website, Photo Compilations, Award Programs And Awareness Campaigns**

**F.4.1 Messaging About Project.** With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

#### **Part F.5 – Issues Management**

**F.5.1 Sharing Information.** The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

#### **Part F.6 – Communicating Success Stories**

**F.6.1 Communicating About Project.** The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

**F.6.2 Ontario's Right To Publicize Information About Project.** The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

#### **Part F.7 - Disclaimer**

**F.7.1 Disclaimer.** If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**



**SCHEDULE "G"****Reporting Requirements****Part G.1 – Reports Requirements**

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	<b>Name of Report and Details Required</b>	<b>Due Date</b>
1.	<b>Contract Award Report</b> - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the Project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2023.
2.	<b>Revised Budget Report</b> must be based on tenders awarded to complete the Project including: (i) first contract for Project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	<b>Progress Report</b> - The Recipient shall use the form set out in Part G.3 of Schedule "G" of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	<b>Substantial Completion Report</b> – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 <sup>st</sup> of the Fiscal Year of Project Completion).
5.	<b>Final Report</b> - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule "G" of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.
6.	<b>Other Reports or information</b> as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

**SCHEDULE "G" Continued**

**Part G.2 – Revised Budget Report**

**REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to Ontario within 15 days of award of tender.

<b>Recipient Municipality Name</b>	
<b>Project Name</b>	

**REVISED PROJECT COSTS**

	<b>ORIGINAL BUDGET (From Application)</b>	<b>REVISED BUDGET</b>	<b>VARIANCE</b>
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
<b>Total</b>			
<b>Less Any Actual or Potential HST Rebates</b>			
<b>REVISED TOTAL NET ELIGIBLE COSTS</b>			

**VARIANCE EXPLANATION**

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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**PROJECT CERTIFICATION**

As the payment certifier or chief financial officer for my municipality [Full below]

\_\_\_\_\_, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Date:</b>	

## SCHEDULE "G" Continued

### Part G.3 – Progress Report

#### PROGRESS REPORT

For projects which will be completed in one year, a progress report is due on or before July 15 of the fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>) to which this agreement applies. For projects which require two or three years to complete, this report is due twice a year on or before January 15 and July 15 each year for the term of the agreement. *Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

<b>Recipient Municipality Name</b>	
<b>Project Name</b>	

**Key Dates:**

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
<b>TOTAL NET ELIGIBLE COSTS to Date</b>		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

<i>Please provide information in format below and attach to this report.</i>			
Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

**SCHEDULE "G" Continued**

<b>Other Progress to date</b>
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
<b>Variance from original approved Project (if any)</b>
<i>If so, explain why and by when?</i>

**Attestation by Authorized Official:**

I, \_\_\_\_\_ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE "G" Continued**

**Part G.4 – Substantial Completion**

**SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

In the matter of the Agreement entered into between, His Majesty the King in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on \_\_\_\_\_, 20\_\_ (date) I, \_\_\_\_\_ a \_\_\_\_\_ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the Work identified for the Project (above) funded through the above-mentioned Agreement \_\_\_\_\_ (has / has not) been Substantially Completed as described in Schedule C, dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.
3. That the value (dollar amount) of substantially completed Work on the Project, by \_\_\_\_\_, 20\_\_ (date) is \_\_\_\_\_ (dollars).
4. That the Work
  - a. was carried out by \_\_\_\_\_ (the prime contractor), between \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the Work; and
  - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

**AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.**

Declared before me at the \_\_\_\_\_  
Of \_\_\_\_\_  
in the \_\_\_\_\_  
of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_ A.D. 20\_\_

\_\_\_\_\_ (Deponent)

\_\_\_\_\_  
A Commissioner etc.

*This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace*

## SCHEDULE "G" continued

### Part G.5 – Final Report

#### FINAL REPORT

*Final Reports are to be completed and submitted to Ontario **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

*Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule "D".*

<b>Municipality Name:</b>
<b>Project Name:</b>

#### Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

#### Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

--

**SCHEDULE "G" continued**

**Section 2. Financial Information**

<b>Budget Item</b>	<b>Budgeted Cost</b>	<b>Actual Cost</b>
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
<b>TOTAL NET ELIGIBLE COST</b>	\$	\$
<b>Total Interest Earned on Funds</b>		\$

*For all invoices attached, please provide information in format below **and attach to this report.***

<b>Work Description</b>	<b>Invoice #</b>	<b>Invoice Date</b>	<b>Invoice Period</b>		<b>Vendor</b>	<b>Total Amount (A)</b>	<b>HST</b>	<b>HST Rebated (B)</b>	<b>Net Eligible Cost (A-B)</b>
			<b>From</b>	<b>To</b>					
<b>TOTAL</b>									<b>\$</b>

**SCHEDULE "G" continued**

**Section 3. Project Outcomes and Benefits**

**1. What were the objectives of your Project?** *(Select any that apply)*

- Address safety related issues
- Extend service life
- Improve pavement condition
- Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- Other (describe below)

**2. Describe how the Work completed achieves these objectives.** Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

**3. Describe any economic or other benefits of the project for your community.** *If required, you may attach information on separate page and attach to this report.*

**4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.**

Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by:                      [Month]                      [Year]

	20
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**SCHEDULE "G" continued**

**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule "E" of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.  Yes  No

If you responded "Yes" to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts  Yes  No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.  Yes  No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups  Yes  No



## Section 5. Confidentiality, Certification and Signature

### Confidentiality

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

### Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

<i>Name of Authorized Official:</i>	
<i>TITLE:</i>	
<i>Date:</i>	

## SCHEDULE "H"

### Ministry of Transportation (MTO) Connecting Links Program 2023-24 Guide

#### Part H.1 – Connecting Links Program Guide

**H.1.1 Reference.** Refer to the Connecting Links Program Guide from the Connecting Links Program grant posting that was published on ([Get funding from the Ontario government](#)) Ontario.ca from September 22, 2022, until November 16, 2022.

The Connecting Links Program Guide from the Connecting Links Program grant is as following:



## Ministry of Transportation (MTO)

## Connecting Links Program

## Guide

**September 2022**

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## Connecting Links Program Guide

The Ministry of Transportation's **Connecting Links Program** provides dedicated provincial funding for road and bridge projects on designated connecting link highways.

The Connecting Links Program has been re-designed to provide a sound basis to make provincial funding decisions and ensure that provincial financial accountability and asset management requirements are met. Through a structured application process all applicants are considered in a consistent and transparent manner.

This Program Guide has been prepared to assist connecting link municipalities in completing and submitting the application. The guide includes legislation that applies to connecting links, a detailed description of the scope of work eligible for funding and the requirements for detailed information on connecting link condition and improvement needs.

Applicants are encouraged to contact their local regional office to ask any questions before submitting an application.

The ministry will review all submissions and will notify successful and unsuccessful applicants after funding decisions are made in early 2023.

Funding decisions will be based on an assessment of connecting link needs, the ministry's prioritization of submitted projects and the available budget in any year.

The objectives of the program are to make connecting link investments that:

- Address critical connecting link improvement needs;
- Extend the life of the asset;
- Are cost effective and appropriate to address the connecting link need; and
- Ensure the safe and efficient movement of provincial traffic.

The ministry will prioritize projects that best meet these objectives and focus on addressing critical and urgent connecting link needs first. The Connecting Links Program requires that municipalities submit detailed information on all connecting link road section and structures. This will enable the ministry to assess the current and future state of connecting link infrastructure and determine how to best target connecting link investments on a multi-year basis.

Connecting links are municipal roads that connect two ends of a provincial highway through a community or to an international or interprovincial border crossing. These are critical roadways that serve provincial and municipal interests, as they carry long-distance provincial highway traffic moving through communities, as well as local traffic within the community.

Connecting links are formally designated under section 21 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P. 50 as amended. Under the Act, a connecting link remains a "highway" under the jurisdiction and control of the municipality.

Connecting links are typically under the ownership of a lower tier municipality or a single tier municipality. Where a connecting link intersects with an upper tier highway, the intersection remains under the jurisdiction and control of the upper tier municipality. These intersections are eligible for funding under the Connecting Links Program.

The Connecting Links Program provides funding for eligible capital improvement costs – not maintenance. The responsibility for maintenance of connecting links lies with the municipality. Under section 44 of the *Municipal Act*, R.S.O. 2001, the

municipality that has jurisdiction over a highway or bridge must keep it in a reasonable state of repair.

Ontario has set out Minimum Maintenance Standards for municipal highways, including connecting links, under the *Municipal Act*. Ontario Regulation 239/02 provides municipalities with guidelines for maintaining municipal highways including winter maintenance, roadway and sidewalk surface condition, traffic control signal systems, regulatory and warning signs, etc.

Ontario Regulation 104/97 of the *Public Transportation and Highway Improvement Act* requires that municipalities visually inspect bridge structures with a span of greater than or equal to three metres (in the direction of traffic) at least once every two years by, or under the direction, of a professional engineer. To be eligible for the Connecting Links Program, municipalities will be required to submit a Municipal Structure Inspection report to MTO every two years for each connecting link bridge and culvert three metres or greater in length (in direction of traffic) as they are completed.

The ministry has the authority under the *Bridges Act* 1990, c. B.12, to approve connecting link bridge projects. MTO will review structure inspections on an ongoing basis and assess proposed structure projects to ensure that critical structure needs on connecting links are addressed.

Under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, the ministry has the authority to approve all municipal by-laws and traffic control signals that restrict or interrupt the flow of through traffic on the connecting link highway including, but not restricted to:

- Limiting weight on bridges;
- Erection of traffic controls and pedestrian signal systems; and
- Regulating motor vehicle traffic on connecting links.

**Appendix 1** includes sections of legislation that applies to connecting links. Municipalities should consult with the ministry to ensure that necessary approvals will be in place prior to connecting link funding being granted.

## Which municipalities are eligible?

The Ministry of Transportation's Connecting Links Program provides dedicated provincial funding for road and bridge projects on connecting link highways designated under the *Public Transportation and Highway Improvement Act*.

All 77 Ontario municipalities with designated connecting links are eligible for funding. Eligible municipalities and designated connecting link road sections are listed in **Appendix 2**.

A municipality with one designated link is permitted to submit one project per year. A municipality that has more than one designated connecting link may submit a maximum of two projects per year. If submitting for two projects however, each application must be for a project located on separate connecting link sections as identified in **Appendix 2**. No more than one application per connecting link section is permitted by a municipality.

## What amount of funding can be requested?

Connecting links serve both provincial and local traffic needs; therefore, a provincial-municipal cost sharing partnership is considered appropriate.

The ministry will provide funding for up to 90% of total eligible project costs. The maximum amount of funding for eligible costs is

\$3 million per road project, and up to \$5 million per bridge project. Project proposals should include a detailed scope of work and cost estimates.

The applicant is required to contribute the remaining 10% of eligible project costs and pay for all ineligible project costs. The municipality cannot use capital funding from any other capital application program (i.e., Investing in Canada Infrastructure Program (ICIP)) for the same road or bridge project funded under the Connecting Links Program.

Despite the foregoing, general formula based, or other non-application-based funding revenue received from other provincial or federal sources may be used towards a municipality's 10% contribution.

## When would funding be provided?

Once funding decisions are made, the ministry will notify successful applicants that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2023. The ministry will provide a Contribution Agreement following the Minister letter.

The execution of the Agreement is required before payments can be made. Payments will be made on a milestone basis (refer to Section 8).

## What are eligible connecting links projects?

The Connecting Links Program provides funding for the design, construction, renewal, rehabilitation and replacement of connecting link infrastructure. Maintenance costs, including winter maintenance, are not eligible for funding.

A municipality may submit for detailed design and construction as one project; or alternatively, a municipality may submit detailed design for funding as a separate project prior to construction. In the case of the latter, however, the ministry cannot guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

Expansion projects (road widening) resulting from general traffic growth (provincial and municipal), will be considered eligible projects. However, the costs for improvements directly related to increased traffic from new development or major expansion of an existing development continue to be the responsibility of the municipality (and/or the developer).

As noted below, land acquisition and the cost of municipal infrastructure within the connecting link right-of-way are not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc.

The proposal must not include multiple projects, e.g., projects on separate roads or structures that are not connected. Proposals can include various related works such as road reconstruction and storm sewer repair; road and intersection improvements; multiple spans on one structure; and, structure replacement and approach road improvements like guiderail.

**NOTE:** The same connecting link **road or bridge** project cannot be submitted under both the Connecting Links Program and another capital application program such as ICIP. A municipality may, however, submit an application for **water or wastewater** work on a connecting link under another funding program. If the same **road or bridge** project is submitted under multiple capital application programs, it will become ineligible for funding under the Connecting Links program.

Projects already underway or awarded at the time of the application period will be deemed ineligible for the program.

## What project costs are eligible/ineligible for reimbursement?

Funds can be used for:

- Environmental Assessment costs
- Design/Engineering costs
- Project Management/Contract Administration costs
- Materials
- Construction

Funds cannot be used for:

- Costs incurred before project approval or after committed project completion date
- Land acquisition
- Leasing land, equipment, buildings and other facilities
- Financing charges
- Legal fees

**Appendix 3** outlines the scope of eligible work for connecting link projects with more specific requirements detailed in Annexes A-G of **Appendix 4**. MTO encourages municipalities to consider sustainable construction practices for connecting link projects as described in **Appendix 5**.

The connecting link right-of-way typically includes some municipal infrastructure that is not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc. The municipality is responsible for costs related to these assets and all other ineligible items.

Municipalities should consult with MTO regional offices (listed in Section 10) to seek clarification on eligible project costs before submitting an application.

### What are the eligible project net costs?

The application form requires that the applicant indicate the eligible project net costs, which is the eligible project costs under the Connecting Links Program, *excluding the HST rebate that the municipality expects to receive*. The maximum provincial funding contribution will be 90% of the net eligible costs up to a maximum of \$3 million per road project, and up to \$5 million per bridge project. It is the applicant's responsibility to determine the HST rebate.

The Connecting Links Program has a one-stage application process, where eligible connecting link municipalities are requested to submit specific project information through a standard application form along with supporting documents.

### Where can I obtain an application?

The information on how to submit an application is available online at:

<https://www.app.grants.gov.on.ca/gr/tpcr/#/externalLogin>

For more information, please call the Program Coordinator at 289-241-8354 or reach out to your local regional Ministry of Transportation office contact, listed in Section 10 of the Program Guide. You can also send an email to the program email address: [CLProgram@ontario.ca](mailto:CLProgram@ontario.ca).

### When are applications due?

Applications are due by Wednesday, November 16th, 2022 at 1:00 p.m. Eastern Standard Time (EST).

### How are applications submitted?

#### For the 2023-24 Connecting Links Program Year

Connecting link applications will be received through the Transfer Payment Ontario portal. Transfer Payment Ontario (TPON) is a web-based funding management system that provides transfer payment applicants and recipients with a self-service portal to apply for funding.

Follow the steps listed at <https://www.ontario.ca/page/get-funding-ontario-government> to access the TPON portal. This site is best viewed using the Google Chrome Browser.

You can use Transfer Payment Ontario to:

- register, complete, and submit connecting link applications for funding



- find information about other funding opportunities available to your municipality
- check the status of your active submissions.

Municipalities are required to complete a project application form to be eligible for connecting link funding. This will provide a consistent basis for the ministry to assess the proposed project and the municipality's multi-year connecting link needs.

In addition to the application form, municipalities must submit a council resolution (template attached to the form) that:

- demonstrates council's support of the project identified in application;
- confirms that capital funding is available for the municipal contribution component;
- indicates that if the application is successful, that the municipality will proceed with the project in accordance with the timelines specified in the application.

## Application Requirements

Application Section	Requirements
1. Contact Information	Municipality name, mailing address and authorized contact person (Public Works Manager, CAO, Clerk, etc.).
2. Project Information	Project Title (include municipal road name) and Project Type (e.g., road resurfacing, road reconstruction, bridge rehabilitation or replacement). Fiscal Year of project completion.
3. Project Location	Description of the project location (start and end points, length, width, latitude and longitude coordinates). Include a map to scale.
4. Project Description	Description of the project outline of scope of work and provide a schedule. If available, provide a detailed proposal and costs as supporting information. If a bridge project over or under a railway, include specifics such as a railway access plan or any discussions with the railway to facilitate the project.
5. Project Rationale	How project addresses critical connecting link needs or extends the life cycle of the asset.
6. Project Readiness	List of any regulatory decisions, approvals, licenses, authorizations, agreements, etc., completed or required by the provincial or federal governments. Provide any additional details on work conducted or consultations undertaken to obtain approvals, agreements etc. that would expedite your project. If the project includes a traffic control signal, municipalities are required to seek MTO approval of the technical warrants for traffic signals and/or pedestrian crossings before submitting the project.
7. Project Innovation/ Sustainable Construction Practices	<b>Where applicable</b> - Identify any innovative or sustainable construction practices that will be applied in the design and construction of the project that will maximize the lifecycle of the asset, demonstrate good environmental stewardship, mitigate future climate change impacts or reduce environmental or traffic impacts. Examples include: culvert re-lining instead of full culvert replacement, reduction in the use of new aggregates in asphalt, or use of higher quality asphalt materials.
8. Milestone/Timelines	Key dates for the program including milestones for payments.
9. Timeline Risks and Mitigation Strategies	Risks, length of possible delay and mitigation strategies to ensure that project will be completed on schedule.
10. Project Financial Information	Total Project Costs, Eligible Project Costs, Provincial Funding Requested (maximum 90%) and sources for financing the municipal share of project costs (10%).
11. Project Cost Details	Estimated project costs (including HST) by fiscal year and project activity e.g., design, construction, contract administration, etc. MTO will fund up to 90% of the Total Net Eligible Costs.
12. Construction Cost-Shared Items	Estimated costs for any work items to be paid for by the municipality or charged to others e.g., utilities and railway. Provide an explanation for each item.
13. Asset Management Planning	Confirm that a comprehensive Asset Management Plan has been completed. If not previously submitted, or if there is updated information, provide structure inspection reports, and provide detailed information on the condition and ten year needs for all of the municipality's connecting link road sections and structures.
14. Supporting Information	If available, provide a detailed Project Proposal and Costs. Indicate what studies/reports have been completed to support the project.

15. Duty to Consult Aboriginal Communities	The Crown has a duty to consult with Aboriginal communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal and/or treaty rights. To help the Crown determine if the duty to consult is triggered by the proposed Project, applicants are required to respond to a set of questions listed in the application form. The applicants may also be required to fulfil the procedural aspects of the duty to consult, if so, delegated by the Ministry of Transportation.
16. Declaration	<p>Certification by municipal official that:</p> <ul style="list-style-type: none"> <li>• The submitted Application meets the requirements of MTO's Connecting Links Program as described in the Program Guide;</li> <li>• A comprehensive Asset Management Plan including connecting links has been completed and publicly posted;</li> <li>• The municipality will comply with the conditions that apply to designated connecting links under the <i>Highway Traffic Act</i> to ensure the safe and efficient movement of provincial traffic;</li> <li>• The project put forward in the application will be completed and the milestones met as stated in the Application; and</li> <li>• The Application is complete and factually accurate.</li> </ul>
17. Documents to be Submitted	<p>List of documents to be submitted along with application form. Use appropriate document titles, for example: "Municipality Name_Application_1" "Municipality Name_OSIM_Structure_1", "Municipality Name_CL_Road Inventory" "Municipality Name_Project_1"</p>

## What are the Application Asset Management Plan requirements?

There are four asset management planning requirements for connecting link municipalities.

### 1. Asset Management Plan

Municipalities applying for connecting link funding must have a recently completed and publicly posted asset management plan indicating the asset condition, capital and maintenance needs, investment priorities and financial strategy for all core infrastructure which includes road, bridge, water and wastewater assets.

If the applicant has previously provided a municipal asset management and there are no updates, there is no need to resubmit the same asset management plan. If the applicant has updated the plan or if it's the first time applying to the Connecting Links Program, the applicant is required to provide access to the plan.

### 2. Connecting Link Structure Inspection

Municipalities are required to submit a Municipal Structure Inspection Manual (OSIM) or equivalent inspection report every other year for each connecting link bridge and large culvert three metres or greater in length (in the direction of traffic).

If the applicant has previously submitted all current Municipal Structure Inspection Forms, there is no need to resubmit the inspection forms. However, if there are updated inspections they should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide inspection forms for all connecting link structures.

### 3. Connecting Link Asset Inventory, Conditions and Needs

Municipalities are required to submit detailed asset data on all connecting link road sections and structures (three metres or greater in length in the direction of traffic) under its jurisdiction. A map must be provided showing all connecting link road sections and structures. The map must indicate connecting link street and intersecting street names and other landmark references.

If the applicant has submitted all structure and road data within the last two-years, this information does not need to be resubmitted. However, where the information has been updated, it should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide this information for all connecting link road sections and structures.

**Appendix 6** includes the specific connecting link road section and structure data that must be submitted. The applicant shall submit this information in Excel or equivalent data file(s) that the ministry can import into Excel.

#### 4. Connecting Link Maintenance Plan/Strategy

Applicants are required to indicate that there is an ongoing maintenance plan or strategy for connecting links. Effective maintenance of connecting link roadway and structures is critical to prevent premature deterioration of the asset and defer the need for costly rehabilitation or reconstruction. Examples include routing and sealing of cracks to prevent water entering the pavement structure and washing bridge expansion joints on a routine basis.

Applicants are also required to indicate that there is an ongoing inspection program to assess road sections and structures using sound condition ratings such as a Pavement Condition Index or Bridge Condition Index. Applicants should describe their methodology. All applicants are required to submit this information.

### What are the requirements for Aboriginal Community Consultation?

The Crown has a duty to consult Aboriginal communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal and/or treaty rights. Aboriginal communities include First Nations, Inuit and Métis communities.

The duty to consult, and where appropriate accommodate, is rooted in the legal principle of the Honour of the Crown and the protection of Aboriginal and treaty rights under section 35 of the *Constitution Act, 1982*.

If triggered, the duty to consult has both informational and response components, and the Crown's duty to consult can vary widely and depends on the specific circumstances of the contemplated Project. The Crown's consultation obligations can be influenced by the nature and scope of the established or asserted Aboriginal or treaty right, the strength of the claim to an asserted Aboriginal or treaty right, and the potential impact of the proposed Crown conduct on the established or asserted right. If the duty to consult is triggered, all parties are expected to participate in the consultation process in good faith.

Consultation generally involves providing timely and accessible information to the Aboriginal community on the proposed Project, obtaining information on any potentially affected rights, listening to any concerns raised by the Aboriginal community, and determining how to address these concerns, including attempting to avoid, minimize, and/or mitigate adverse impacts on Aboriginal or treaty rights.

Ontario has an ongoing obligation to assess whether or not the duty to consult is engaged. To assist, the application requires municipalities to indicate whether they have already consulted with Aboriginal communities about the proposed Project. Applicants should identify any potential impacts to rights which may trigger the duty to consult. This includes but is not limited to the existence of any treaties or agreements with First Nation, Métis, or Inuit communities on the land for the contemplated project, the anticipated footprint of the project, and any water crossings.

Ontario will work with applicants as needed to assess if the duty to consult is triggered and may delegate the procedural aspects of the duty to consult to applicants to fulfil. Ontario may assist with the consultation process where appropriate. It is expected that applicants should advise the Ministry of Transportation if there is a potential for the duty to consult to be triggered, and whether the applicant has already carried out consultation activities with potentially impacted Aboriginal communities. Where this consultation is required, the applicant should appropriately plan and budget for this work as part of the project costs.

For more information on Ontario's duty to consult Aboriginal communities, refer to the Duty to consult with Aboriginal peoples in Ontario web page at: <https://www.ontario.ca/page/duty-consult-aboriginal-peoples-ontario>.

### How will applications be assessed?

Projects will be assessed on the basis of:

- Project criticality based on connecting link deficiencies and/or renewal needs;
- Project urgency based on stated 10-year deficiencies and risk assessment;
- Cost-effective and appropriate project to address stated connecting link need;
- Appropriate project activities and costs under the Connecting Links Program;
- Supporting documentation: asset management plan, bridge inspection reports, detailed project proposal, engineering studies/plans, etc.; and,
- Potential coordination with adjacent, concurrent provincial highway project.

MTO will prioritize projects that best meet the objectives of the Connecting Links Program, addressing critical and urgent connecting link needs first.

Funding decisions will take into consideration the ministry's prioritization of the projects, regional connecting link needs and the available budget in any year.

### Will a municipality be notified if its application is unsuccessful?

Yes, both successful and unsuccessful applicants will be notified by the Ministry of Transportation after funding decisions are made. Unsuccessful municipalities are encouraged to contact their regional MTO representatives for feedback regarding their unsuccessful projects.

The Contribution Agreement is a legal agreement that outlines the rights, responsibilities and obligations of the province and the municipality and includes various Schedules, e.g., project costs, milestones/timelines, reporting requirements, etc.

MTO will notify successful applicants by Minister letter that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2023. The ministry will provide the Contribution Agreement following the Minister letter. The execution of the Agreement is required before payments can be made.

The signatures of the Head of Council and the Minister of Transportation (or his delegate) are necessary to execute the agreement. Municipalities are encouraged to obtain Head of Council signature and a council resolution as soon as possible. Three (3) copies of the signed agreement are to be couriered to the MTO Program Coordinator. Once co-signed by the Minister, the Program Coordinator will provide a copy to the municipality and MTO's regional office.

### How will the provincial funding flow?

Funding will be provided for eligible project costs on a milestone payment approach:

- Contract Award – 50%
- Substantial Completion – 35%
- Final Report – 15%

In order to be paid at these milestones it is critical that the project be completed on the submitted schedule. In the Application Form, the applicant is required to indicate the fiscal year of completion and any timeline risks, how the long the delay could be and provide mitigation strategies. Schedule risks include the time required for tendering, delays due to regulatory approvals or third party agreements, utility relocations, inclement weather, etc. If the schedule risks are significant, consideration should be given to extending the project completion over two or three years. The ministry will approve the multi-year funding on this basis.

Funded municipalities will be required to state their anticipated dates for Contract, Substantial Completion and Final Report. These milestones must be achieved by specific timelines as follows:

Milestone 1: Award of First Contract	By June 30, 2023
Milestone 2: Substantial Completion	By December 31 of Fiscal Year of Completion
Milestone 3: Final Report	By March 8 of Fiscal Year of Completion

Milestone payments will be disbursed once the ministry has accepted the Milestone Report. The first payment will be made once the contribution agreement has been signed by both parties (spring/summer of 2023) and Milestone 1 has been submitted to MTO for review. The Substantial Completion and Final Report payments will be made on the basis of the actual incurred costs up to the approved funding amount. Cost overruns are not eligible for funding. Any unused funding must be returned to the Government of Ontario. Required Contribution Agreement Schedules

<b>Agreement Schedule</b>	<b>Description</b>
A. Project Description	Description of the type of project and scope of work.
B. Operational Requirements	Agreement Effective Date, Project Completion Date, Agreement Expiration Date, Insurance Requirements, etc.
C. Financial Information	Maximum Provincial Funding Amount and Provincial Contribution (90%), Milestone Payment terms, etc.
D. Eligible and Ineligible Costs	Eligible and Ineligible General Costs and Eligible Specific Project Costs under the Connecting Links Program.
E. Aboriginal Consultation Requirements	Ontario and municipal responsibilities where Aboriginal community consultation is required.
F. Communications Protocol	Project Signage, Media Events, Materials/Website, Issues, etc.
G. Reporting Requirements	Reports and Due Dates – Budget Reports, Progress Reports, Declaration of Substantial Completion, Final Report, Project Outcomes and Benefits, etc.

## **Section 9 – Reporting**

Municipalities will be required to provide reports over the course of the project.

### **Report Requirements for Municipalities**

<b>Name of Report and Details Required</b>	<b>Due Date</b>
1 <b>Contract Award Report</b> – a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project. The contract award process must be in compliance with the municipality's approved procurement policy.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2023.
2 <b>Revised Budget Report</b> must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3 <b>Progress Report</b> – The Recipient shall use the form set out in the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4 <b>Substantial Completion Report</b> – The recipient shall use the form set out in the Agreement.	Within fifteen (15) Business Days of the Project Completion Date (no later than December 31 of the Fiscal Year of Completion).
5 <b>Final Report</b> – including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out in the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6 <b>Other Reports or information</b> as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

The Milestone 1 Report must include statement of the detailed project costs based on the contract award and report on revised budget if different from the application budget. The ministry will disburse payments based on the eligible contract award costs – not the submitted estimated projects costs.

The Progress Reports must include information on eligible costs incurred to date, remaining eligible costs to be incurred,

construction milestones completed, any anticipated variances (e.g., project scope, budget or schedule) and verification of the expected completion date.

The Milestone 2 Report must include a Declaration of Substantial Completion attested to by a municipal official, e.g., Clerk or Chief Finance Officer.

The Final Report requires confirmation of project completion, statement of incurred costs supported by the submission of invoices and any variances such as project scope, budget, or schedule, etc., from the Contribution Agreement must be noted and certified by a municipal official. In addition, in the Final Report, the municipality must indicate the benefits of the connecting link improvement such as safety, extended service life, pavement condition, structures in good condition, etc. as well as any economic or other benefits of the project for the community.

Templates for a Revised Budget Report, Progress Report, Declaration of Substantial Completion, Final Report and a chart for monthly invoice tracking will be provided as Schedules in the Contribution Agreement.

Applicants must advise the ministry, in writing or email and certified by a municipal official, of any proposed variation from the approved project scope of work, costs, completion date, etc., before implementation.

The deadline for the application submission is Wednesday, November 16th, 2022 at 1:00 p.m. EST.

Questions? Call 289-241-8354 or send an email to [CLProgram@ontario.ca](mailto:CLProgram@ontario.ca).

To discuss your proposed project, please contact your local regional Ministry of Transportation office using the information below.

### Ministry of Transportation Regional Office Contacts

<b>MTO Region</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>
West	Conor Byrne	519-281-8440	<a href="mailto:conor.byrne@ontario.ca">conor.byrne@ontario.ca</a>
Central	Greg Gapski	437-247-1239	<a href="mailto:greg.gapski@ontario.ca">greg.gapski@ontario.ca</a>
Eastern	Alison Cuconato	613-449-3712	<a href="mailto:alison.cuconato@ontario.ca">alison.cuconato@ontario.ca</a>
Northeastern	Trevor Bartraw	705-471-8348	<a href="mailto:trevor.bartraw@ontario.ca">trevor.bartraw@ontario.ca</a>
Northwestern	John McClelland	807-627-1264	<a href="mailto:john.mcclelland@ontario.ca">john.mcclelland@ontario.ca</a>

## Connecting links, extensions

- 21.** (1) The Minister may designate a highway or part of a highway as a **connecting link** between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the road authority having jurisdiction over the highway or part of the highway. 1996, c. 1, Sched. M, s. 49.

## Jurisdiction and control unchanged

- (2) A highway or part of a highway does not, by reason of its having been designated under subsection (1), become the property of the Crown, but every such highway or part of a highway remains under the jurisdiction and control of the road authority. 1996, c. 1, Sched. M, s. 49.

## Regulations limiting weight on bridges

- 123.** (1) The Minister may make regulations limiting the gross vehicle weight of any vehicle or any class thereof passing over a bridge forming part of the King's Highway or a highway in territory without municipal organization and notice of the limit of the weights fixed by the regulation, legibly printed, shall be posted up in a conspicuous place at each end of the bridge. R.S.O. 1990, c. H.8, s. 123 (1).

## By-laws limiting weight on bridges

- (2) The municipality or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over the bridge, and the requirements of subsection (1) with respect to the posting up of notice apply thereto. R.S.O. 1990, c. H.8, s. 123 (2); 1996, c. 33, s. 13 (1); 2002, c. 17, Sched. F, Table.

## Same, on connecting links

- (3) Despite subsection (2), where the bridge forms part of a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 13 (2).

## Regulations

- (4) The Minister may make regulations establishing standards to determine allowable gross vehicle weight for any vehicle or class of vehicle for the purpose of subsection (2). 1996, c. 33, s. 13 (2).

## Traffic control signals and pedestrian control signals

- 144.** (1) In this section:

## Erection of traffic control signals and signal systems

- (31) Subject to subsection (31.1), no traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed except in accordance with an approval obtained from a person designated to give such approvals by the municipality or other authority that has jurisdiction over the highway or

the intersection. 1996, c. 33, s. 14.

## Same, on connecting links

- (31.1) No traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act* except in accordance with an approval obtained from the Minister or an official of the Ministry authorized by the Minister to grant such approval. 1996, c. 33, s. 14.

## Effect of by-laws

### Inconsistent by-laws deemed repealed

- 195.** (1) If a provision of a municipal by-law passed by the council of a municipality or a police services board for,
- (a) regulating traffic on the highways;
  - (b) regulating noise, fumes or smoke created by the operation of motor vehicles on the highways; or
  - (c) prohibiting or regulating the operation of motor vehicles or any type or class thereof on the highways,
- is inconsistent with this Act or the regulations, the provision of the by-law shall be deemed to be repealed upon the inconsistency arising. R.S.O. 1990, c. H.8, s. 195 (1); 1996, c. 33, s. 15 (1); 2002, c. 17, Sched. F, Table.
- (2) Repealed: 1996, c. 33, s. 15 (2).

## Approval of traffic by-laws for connecting links

- (3) If the council of a municipality passes a by-law for a purpose mentioned in clause (1) (a) or (c) that affects traffic on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the clerk of the municipality shall file a copy of the by-law with the Ministry within 30 days of its passing, and the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 15 (2).

## Approval of traffic by-law in whole or in part

- (4) Any by-law for regulating traffic on highways that is submitted to the Ministry for approval may be approved in whole or in part and, where part of a by-law is approved only, that part shall become operative. R.S.O. 1990, c. H.8, s. 195 (4).

## Withdrawal of approval by Ministry

- (5) The Ministry may withdraw its approval to any by-law or any part thereof by notice sent by registered mail to the clerk of the municipality and the by-law or part thereof shall be deemed to be repealed twenty-one days after the sending of the notice. R.S.O. 1990, c. H.8, s. 195 (5).

### **Bridges Act R.S.O. 1990, CHAPTER B.12**

## Approval of Minister

- 2.** (1) No person, except a municipal corporation or other authority having jurisdiction over highways, shall build, place, construct, rebuild, replace or alter a bridge or other structure over or across any river or stream or part thereof, except with the approval of the Minister of Transportation. 1996, c. 33, s. 18.

## Same

- (1.1) A person who builds, places, constructs, rebuilds, replaces or alters a bridge, culvert or causeway in accordance with a work permit or an instrument granted under the *Public Lands Act* or an approval under the *Lakes and Rivers Improvement Act* is not required to obtain an approval under subsection (1). 2006, c. 19, Sched. T, s. 1.



## Same

- (2) A municipality or other authority having jurisdiction over highways shall not build, place, construct, rebuild, replace or alter any bridge or other structure that forms, or will upon completion form, part of a highway that has been designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, except with the approval of the Minister of Transportation. 1996, c. 33, s. 18.

## Conditions of approval

- (3) The Minister of Transportation may give his or her approval under subsection (1) upon receiving,
- proof that the plan of the proposed bridge or structure or alterations and a surveyor's description of the site or proposed site have been deposited in the proper land registry office;
  - proof that notice of the application has been published for three successive weeks in *The Ontario Gazette* and in two newspapers having a general circulation in the locality where the site or proposed site of the bridge or structure is located; and
  - such other information or documentation as the Minister may require. 1996, c. 33, s. 18.

## Same

- (4) The Minister of Transportation may give his or her approval under subsection (2) upon receiving such information or documentation as he or she may require. 1996, c. 33, s. 18.

(2)

### Appendix 2 – Municipalities with Connecting Links

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
Central	Town of Halton Hills	Acton	7	Queen Street, Young Street, Mill Street, Main Street	2.80
Central	Town of Halton Hills	Georgetown	7	Guelph Street, Main Street	5.10
Central	Region of Niagara	Niagara Falls	420	From Stanley Avenue to Rainbow Bridge	1.50
Central	City of Barrie		26	Bayfield Street	2.40
Central	Township of Clearview	Stayner	26	King Street, Main Street	2.00
Central	Town of Collingwood		26	Lakeshore Street, Front Street, First Street, Huron Street, Hume Street, Pretty River Parkway	11.10
Central	Town of Innisfil	Cookstown	89	Queen Street, Church Street	1.30
Central	Town of New Tecumseth	Alliston	89	Young Street, King Street, Victoria Street	5.30
West	City of Brantford		24	King George Road	2.30
West	Town of Saugeen Shores	Port Elgin	21	Goderich Street	4.25
West	Town of Saugeen Shores	Southampton	21	Albert Street, Railway Street	5.55
West	Municipality of South Bruce	Mildmay	9	Elora Street	1.85
West	Town of South Bruce Peninsula	Warton	6	Berford Street	2.00
West	Municipality of Chatham-Kent	Chatham	40	Grand Avenue East, Street Clair Street	7.60
West	Municipality of Chatham-Kent	Wallaceburg	40	Dufferin Avenue, McNaughton Avenue, Murray Street	4.20
West	Town of Shelburne		10	Owen Sound Street	1.20
West	Town of Shelburne		89	Main Street	0.65
West	Town of Shelburne		10/89	Main Street	0.95
West	Town of Aylmer		3	Talbot Street	2.25
West	City of Windsor		3	Huron Church Road	3.75

West	Municipality of Grey Highlands	Markdale	10	Toronto Street	1.45
West	Municipality of Grey Highlands	Flesherton	10	Sydenham Street, Toronto Street	0.55
West	Town of The Blue Mountains	Thornbury	26	Arthur Street, King Street	2.40
West	Township of Chatsworth		6	Garafraxa Street	0.55
West	Municipality of Meaford		26	Sykes Street	3.45
West	City of Owen Sound		26	Highway 26, 16th Street East	2.90
West	City of Owen Sound		6/10	Highways 6/10, 9th Avenue East	1.20

<b>MTO Region</b>	<b>Municipality Name</b>	<b>Community Location (if Applicable)</b>	<b>Provincial Highway</b>	<b>Connecting Link Roads</b>	<b>Length in Kilometres</b>
West	City of Owen Sound		6/21	Highways 6/21, 10th Avenue West	2.65
West	Municipality of West Grey	Durham	6	Garafraxa Street	2.25
West	County of Haldimand	Cayuga	3	Talbot Road	1.25
West	County of Haldimand	Dunnville	3	Broad Street, George Street, Main Street	4.65
West	County of Haldimand	Hagersville	6	Main Street	1.60
West	County of Haldimand	Jarvis	3	Talbot Street	1.65
West	County of Haldimand	Jarvis	6	Main Street	2.30
West	Municipality of Central Huron	Clinton	4	Victoria Street	1.30
West	Municipality of Central Huron	Clinton	8	Huron Street, Ontario Street	2.10
West	Town of Goderich		8	Toronto Street, Huron Road, Elgin Avenue	2.10
West	Town of Goderich		21	Victoria Street, Bayfield Road, Britannia Road	2.55
West	Municipality of Huron East	Seaforth	8	Goderich Street	1.45
West	Municipality of South Huron	Exeter	4	Main Street	3.15
West	Municipality of Lambton Shores	Forest	21	Main Street, King Street	3.55
West	Municipality of Lambton Shores	Grand Bend	21	Ontario Street	3.00
West	Township of Lucan Biddulph	Lucan	4	Main Street	2.00
West	County of Norfolk	Delhi	3	King Street, James Street	2.10
West	County of Norfolk	Simcoe	3	Queensway West and East	4.00
West	County of Norfolk	Simcoe	24	Norfolk Street	2.55
West	Town of Tillsonburg		19	Broadway Street, Oxford Street, Simcoe Street, Vienna Street	5.45
West	Municipality of North Perth	Listowel	23	Main Street, Wallace Avenue	2.45
West	City of Stratford		7	Erie Street	4.00
West	City of Stratford		8	Huron Street	2.55
West	City of Stratford		7/8	Ontario Street	3.25
West	Municipality of West Perth	Mitchell	8	Ontario Road, Huron Road	2.90
West	Municipality of West Perth	Mitchell	23	Blanshard Road, Street George Street	2.10
West	Township of Centre Wellington	Fergus	6	St. David Street, Tower Street, Bridge Street	3.00
West	City of Guelph		6	Woolwich Street, Woodlawn Road.	2.55

<b>MTO Region</b>	<b>Municipality Name</b>	<b>Community Location (if Applicable)</b>	<b>Provincial Highway</b>	<b>Connecting Link Roads</b>	<b>Length in Kilometres</b>
West	City of Guelph		7	Woodlawn Road, Wellington Street, Windham Street, York Road	10.00
West	Town of Minto	Clifford	9	Elora Street	1.75
West	Town of Minto	Harriston	9	Elora Street	0.80
West	Town of Minto	Harriston	89	Arthur Street	0.50
West	Town of Minto	Harriston	23	Arthur Street	0.65
West	Township of Wellington North	Arthur	6	Smith Street, George Street	1.90
West	Township of Wellington North	Mount Forest	6	Main Street, Market Street	2.65
West	Township of Wellington North	Mount Forest	89	Queen Street	3.15
Eastern	Town of Bancroft		28	Monck Road, Bridge Street	3.85
Eastern	Town of Bancroft		62	Mill Street, Hastings Street	7.25
Eastern	City of Belleville		62	North Front Street	2.80
Eastern	Municipality of Centre Hastings	Madoc	62	Russell Street, St. Lawrence Street Durham Street	2.00
Eastern	Municipality of Marmora and Lake		7	Matthew Street	1.30
Eastern	Municipality of Tweed	Tweed	37	Bridgewater Road, Victoria Street Georgetown Street	2.10
Eastern	Separated Town on Smiths Falls		15	Lombard Street, Beckwith Street Elmsley Street, Cornelia Street, Union Street	4.65
Eastern	Loyalist Township	Bath	33	Main Street	2.75
Eastern	Township of Havelock-Belmont-Methuen	Havelock	7	Ottawa Street	1.90
Eastern	Township of Champlain	Vankleek Hill	34	High Street, Queen Street	1.30
Eastern	Town of Hawkesbury		34	McGill Street, Main Street East, John Street	2.25
Eastern	County of Prince Edward	Bloomfield	62	Stanley Street Main Street	2.80
Eastern	County of Prince Edward	Picton	33	Main Street, Bridge Street	2.70
Eastern	Township of Bonnechere Valley	Eganville	60	Bonnechere Street, Cobden Road	1.30
Eastern	Township of Bonnechere Valley	Eganville	41	Bridge Street, Queen Street, Patrick Street Alice Street	1.20
Eastern	Township of Bonnechere Valley	Eganville	41/60	Bonnechere Street	0.80
Eastern	Township of Madawaska Valley	Barry's Bay	60	Opeongo Road	1.40
Eastern	City of Pembroke		41/148	Pembroke Street East, McKay Street River Road, Muskrat Drive, Olympic Drive	6.15

<b>MTO Region</b>	<b>Municipality Name</b>	<b>Community Location (if Applicable)</b>	<b>Provincial Highway</b>	<b>Connecting Link Roads</b>	<b>Length in Kilometres</b>
Eastern	Town of Renfrew		60/132	O'Brien Street Coumbes Street, Raglan Street; Highway 60 - Stewart Street; Highway 132 - Lisgar Avenue, Munro Avenue	6.80
Eastern	City of Cornwall		138	Brookdale Avenue	0.95
Eastern	City of Cornwall		138	Route to Seaway International Bridge	3.80
Eastern	City of Kawartha Lakes	Omeme	7	King Street	2.35
Northeastern	Town of Blind River		17	Causley Street from Lot 11/12 Concession 1 Township of Stricker westerly	4.35
Northeastern	City of Elliot Lake		108	From south junction of Esten Drive South to north of the junction of Timber Road North	5.80
Northeastern	Township of Hornepayne		631	From junction of Second Street and Leslie Avenue easterly	0.80
Northeastern	Municipality of Wawa	Michipicoten	101	From Southwest Townsite Limits easterly to East Townsite Limits	1.30
Northeastern	City of Sault Ste. Marie		550	Second Line West from Great Northern Road westerly	2.21
Northeastern	City of Sault Ste. Marie		550B	Carmen's Way from Second Line West to Queen Street and part of Queen Street	2.88
Northeastern	City of Sault Ste. Marie		17	Part of Trunk Road, Black Road, Second Line East and Great Northern Road	19.40
Northeastern	Town of Thessalon		129	Wharncliffe Road, from junction of Highway 17 northerly	0.87
Northeastern	Township of Black River - Matheson		10	From junction of Highway easterly	0.65
Northeastern	Town of Hearst		11	Front Street from the Township Line of Way and Kendall, easterly to the East Limits of Sixth Street	1.75
Northeastern	Town of Kapuskasing		11	Government Road from the West Limits of Clear Lake Road, westerly to the East Limits of Bonnieview Road	6.80
Northeastern	Town of Smooth Rock Falls		634	Highway 634 by-pass, from junction of Highway 11 northerly to Cloutierville Road East	3.40
Northeastern	City of Timmins	Porcupine	101	From former railway crossing in Porcupine Westerly to East Limits of Kamiskotia Road	21.35
Northeastern	Township of Dysart et al		118	Part of Sunnyside, Maple, Mountain and Pine Streets to South Town Limits	1.15

<b>MTO Region</b>	<b>Municipality Name</b>	<b>Community Location (if Applicable)</b>	<b>Provincial Highway</b>	<b>Connecting Link Roads</b>	<b>Length in Kilometres</b>
Northeastern	Township of Northeastern Manitoulin & The Islands	Little Current	6	From junction of Highway 540, southerly 0.7 kilometres and from junction of Highway 540 northerly	1.60
Northeastern	Township of Northeastern Manitoulin & The Islands	Little Current	540	From junction of Highway 6, westerly on Meredith Street then southerly on Worthington Street	0.95
Northeastern	Town of Mattawa		533	First Street and Main Street from junction of Highway 17 easterly	0.95
Northeastern	City of North Bay		63	Trout Lake Road, from junction of Highways 11/17, easterly to Lee's Road	3.35
Northeastern	Municipality of West Nipissing	Sturgeon Falls	64	From junction of Highway 17, northerly	1.70
Northeastern	Municipality of West Nipissing	Sturgeon Falls	17	Front Street from junction of Coursol Road westerly	2.40
Northeastern	Village of Burk's Falls		520	From South Limit of Burk's Falls to Ryerson Crescent	1.05
Northeastern	Municipality of Powassan	Trout Creek	522	From junction of Highway 522B, southerly to Barrett St	0.55
Northeastern	Town of Espanola		6	Centre Avenue from the East Town Limits northerly	4.10
Northeastern	Town of Kirkland Lake		66	Government Road From Goldthorpe Drive, easterly to East Town Limits	3.70
Northwestern	City of Dryden		17	Government Road, Grand Trunk Avenue	4.70
Northwestern	City of Dryden		594	Duke Street, West River Road, Aubrey Road	3.90
Northwestern	Town of Fort Frances		11	Scott Street, Rainy River Colonization Road, Mill Road	4.75
Northwestern	Town of Fort Frances		71/11	Kings Highway, Rainy River Colonization Road, Third Avenue, Central Avenue, Church Street	4.30
Northwestern	Town of Rainy River		11	Atwood Avenue	2.70

The following table describes in detail what items may be eligible for funding under the Connecting Links Program. References are made to Annexes which provide specific requirements to be met as a condition of funding for costs.

Types of Work	Scope of Work
<b>Road Works</b>	<ul style="list-style-type: none"> <li>– Sub-Grade Preparation;</li> <li>– Base and Sub-Base Construction;</li> <li>– Surfacing and resurfacing;</li> <li>– Curb and gutter, sewer covers and catch basins;</li> <li>– Replacement of items such as sidewalks, sidewalk ramps, fences, entrances, retaining walls, wheelchair curb cuts, due to grade or alignment change;</li> <li>– Alteration of entrances limited to the return of the entrance to the property line;</li> <li>– Guide rail and end treatments including steel beam guide rail and traffic barrier over 150 metres in length. Shorter sections are considered "Maintenance" and not eligible for funding;</li> <li>– Median and channelization works;</li> <li>– Boulevard paving in lieu of shouldering or sod maintenance for erosion protection;</li> <li>– Retaining walls supporting or protecting roadways;</li> <li>– Noise barriers;</li> <li>– Relocation and/or alteration of other municipal services, such as parking meters;</li> <li>– Construction of detours and temporary accesses, including costs of temporary easements, if required;</li> <li>– Traffic control measures related to construction projects; and</li> <li>– Cost of construction identification signs.</li> </ul>
<b>Appliances and Works</b>	<ul style="list-style-type: none"> <li>– Relocation and/or alteration of appliances and works as defined in the <i>Public Service Works on Highways Act</i>. R.S.O. 1990, c. P.49.</li> <li>– Refer to details in <b>Annex A</b>.</li> </ul>
<b>Traffic Control Devices</b>	<ul style="list-style-type: none"> <li>– Installation of new or upgrades to existing traffic control signals that are warranted, in accordance with the <i>Highway Traffic Act</i>, R.S.O. 1990, c. H.8, Regulation 626 of the <i>Highway Traffic Act</i>, and the Ministry of Transportation's Ontario Traffic Manual, Book 12 or accessibility standards as defined in Ontario Regulation 191/11 of the <i>Accessibility for Ontarians with Disabilities Act</i>. Refer to details in <b>Annex B</b>.</li> </ul>
<b>Pedestrian Signals</b>	<ul style="list-style-type: none"> <li>– Installation of warranted Mid-Block Pedestrian Signals and pedestrian crossovers (PXO) in accordance with current <i>Highway Traffic Act</i> regulations.</li> </ul>
<b>Illumination</b>	<ul style="list-style-type: none"> <li>– Illumination at intersections with warranted traffic signals or unsignalized, full channelized, rural intersections, or at unprotected level railway crossings subject to Canadian Transportation Agency Board Order at crossing. Refer to details in <b>Annex C</b>.</li> </ul>
<b>Drainage</b>	<ul style="list-style-type: none"> <li>– Sub drain installation, open ditching, including off-take ditches and related easement costs to the nearest sufficient outlet, if included as a secondary item in a construction contract (i.e. less than 25% of total cost). All other drainage works that are considered to be "Maintenance" are not eligible for funding;</li> <li>– Concrete, asphalt and granite curbs up to the value of equivalent concrete or asphalt curbs;</li> <li>– Storm sewer installation, including pumping stations where required as detailed in <b>Annex D</b>;</li> <li>– Initial drainage construction assessments on roads. Subsequent upkeep is "Maintenance" and is not eligible for funding;</li> <li>– Stream improvements, if required, not to exceed 150 metres beyond a structure; and</li> </ul>
	<ul style="list-style-type: none"> <li>– Culverts under 400 millimetres in diameter, if part of a construction contract, otherwise such culverts are considered to be "Maintenance" and not eligible for funding. Also, outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in <b>Annex D</b>.</li> </ul>

<b>Stormwater Management</b>	– A portion of the cost of storm water detention/retention, ponds/tanks and oversized sewer pipes as detailed in <b>Annex E</b> .
<b>Bridges, Culverts and Grade Separations</b>	<ul style="list-style-type: none"> <li>– Structure costs for new structures, deck replacements, bridge widening, including those with warranted sidewalks, major painting, major repair of existing structures, replacement of primary bridge components such as beams or piles, installation and removal of bailey bridges and retaining walls. Where culvert installations are done individually and not as part of a construction contract, they are considered to be "Maintenance" and are not eligible for funding, except for culvert installations over 400 millimetres in equivalent circular diameter. Culvert installations over 400 millimetres are always considered to be "Construction" and may be eligible for funding, whether done individually or as part of a construction contract;</li> <li>– Outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in <b>Annex D</b>;</li> <li>– Illumination: replacement to the equivalent of existing facilities only where necessary due to construction (see <b>Annex C</b> for details);</li> <li>– Stream improvements, if required, not to exceed 150 metres beyond a structure;</li> <li>– Stream diversion in lieu of structures, if covered by specific approval;</li> <li>– Construction and maintenance of detours in the immediate vicinity of temporary crossings; and</li> <li>– All items as applicable on the approaches for 30 metres from the outer extremities of any new bridge or culvert having an area of 4.5 square metres or more, except for railway grade separations.</li> </ul>
<b>Railway Crossings</b>	– Crossing improvements as ordered by the Canadian Transportation Agency.
<b>Preservation Management</b>	<ul style="list-style-type: none"> <li>– The following short-term or long-term remedial capital actions, which extend the life of an existing asset by rehabilitation procedures, may be eligible for funding: <ul style="list-style-type: none"> <li>• Road surface: Continuous and Selective Paving, Routing and Sealing, Frost Heave Treatment;</li> <li>• Highway Services: Rehabilitation of intersections, interchanges;</li> <li>• Drainage: Rehabilitation of significant structures, timber culverts, concrete culverts, pipe culverts, roadway drainage;</li> <li>• Structures: Rehabilitation of bridge decks, structure piers, barrier walls and replacement of deck joints, bearings; and</li> <li>• Safety Devices: e.g., illumination, guiderail.</li> </ul> </li> </ul>
<b>Detailed Design/Engineering</b>	<ul style="list-style-type: none"> <li>– Consultant's fees for the project design, preparation of tender package and administration of tendering process;</li> <li>– Resurfacing projects will not qualify unless it can be shown that the project required a significant amount of engineering in the opinion of the ministry;</li> <li>– Traffic counting;</li> <li>– Soils and foundation investigations;</li> <li>– Surveys and mapping, including aerial surveys; and</li> <li>– Refer to <b>Annex F</b> for a detailed scope of work.</li> </ul>
<b>Contract Administration</b>	<ul style="list-style-type: none"> <li>– Consultant's fees for contract administration during construction;</li> <li>– Supervision and inspections;</li> <li>– Material testing;</li> <li>– Field office rental; and</li> <li>– Refer to <b>Annex G</b> for detailed tasks and services.</li> </ul>



## Annex A: Appliances and Works

Where construction or improvement of a connecting link makes it necessary to alter or relocate appliances and works of an operating corporation, the cost that may be eligible for cost sharing under the terms of an applicable agreement is to be established based on the group to which the appliances and works belong.

### Group 1

Group 1 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by an operating corporation. An operating corporation being defined, under the above noted statute, as a municipal corporation or commission or a company or an individual operating or using a telephone or telegraph service, or transmitting, distributing or supplying electricity or artificial or natural gas for light, heat or power.

### Group 2

Group 2 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by Ontario Hydro, Bell Telephone Company, gas pipeline companies operating under Federal Charter.

### Group 3

Group 3 relates to watermains and sanitary sewers placed on or under a highway other than storm sewers (see **Annex D**) and operated by the municipality, municipal corporation, or commission or company or individual.

## Annex B: Traffic Control Devices

The installation and improvement costs, on connecting links, of warranted traffic control signals and other approved traffic control devices, as detailed in the Ontario Traffic Manual (OTM), may be eligible for funding.

### Traffic Control Signals

1. To qualify for funding all traffic control signal installations must comply with the OTM Book 12 and meet the warrants contained in section 4 of the manual;
2. The traffic control signals must also conform to the requirements of the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, and more specifically Regulation 626;
3. The installation should meet the technical requirements of the ministry as detailed in the Ontario Provincial Standards and Specifications;
4. Ministry approval of the traffic signal design required for all traffic control signals located on a highway designated as a connecting link as required under section 144(31.1) of the *Highway Traffic Act*;
5. The modernization of traffic control signals that were not eligible upon installation may be approved for funding by the ministry if the conditions set out under the requirements in 1. to 3. above, are met;
6. The installation of traffic control signals, as part of the construction or reconstruction of an entrance or within five years thereafter, is not eligible for funding even when the warrants are met. It is assumed the municipality will recover the cost of the installation of such traffic control signals from the owner or developer served by the entrance;
7. The installation of warranted traffic control signals at an existing entrance, more than five years after the construction or reconstruction of the entrance, is eligible for funding provided all other criteria are met;
8. The municipality agrees to maintain such other traffic controls (e.g., parking restrictions) as may, in the opinion of the ministry, be necessary to ensure the efficient operation of traffic signals and will confirm this in writing;
9. A portion of the capital costs associated with a computerized traffic management system may be eligible for funding. The needs of a traffic management system as it relates to the connecting link will dictate the amount of funding. The municipality needs to justify its request to the ministry. The ministry will review each case and approve the funding, as applicable, based on merit; and

10. New or replacements for traffic control signals and the associated appurtenances must meet accessibility standards as defined in Ontario Regulation 191/11 of the *Accessibility for Ontarians with Disabilities Act*.

### Other Traffic Control Devices that may be eligible for funding include:

1. All traffic signs defined in Books 5 and 6 of the OTM, including the French translation;
2. Illuminated signs provided that they are eligible under Books 5 and 6 of the OTM and conform to the standard sign, shape and colour;
3. All miscellaneous traffic devices defined in Book 12 of the OTM;
4. All pavement hazard and delineation markings defined in Book 11;
5. Overhead signs approved by the ministry; and
6. All signs and markings defined in Regulation 615 of the *Highway Traffic Act*.

#### Note:

- All signs and markings regarding pedestrian crossovers are expected to be moved from Regulation 615 to a new Minister's Regulation which will also include signs and markings for new pedestrian crossing devices for lower speed/ lower volume roads.
- This process is expected to be completed by the middle of 2016 provided that Bill 85, *The Strengthening and Improving Government Act*, 2015 passes in 2015.
- Guidelines for new pedestrian crossing treatment devices will be available in OTM Book 15 when the new regulation comes into force.

## Annex C: Illumination

The capital cost for the installation of illumination on connecting links at intersections may be eligible for funding under the following conditions:

1. The intersections have warranted traffic signals,
2. The intersections are unsignalized, fully channelized, and classified as rural intersections, or
3. The highway intersects an unprotected level railway crossing subject to National Transportation Agency Board Order.

A warrant for partial illumination is considered to exist for new municipal installations as follows:

1. Intersections in built-up areas (see *Highway Traffic Act*, R.S.O. 1990 c. H.8, for definition of "built-up" area) with raised medians on all approaches, separate right and left turn lanes, and 4 lanes or more on each approach;
2. Intersections in rural areas ("rural area" is an area not classified as "built-up area") where warranted traffic signals exist, or two 4 lane undivided highways meet and warrants for traffic signals are at least 80% fulfilled, or traffic is channelized by one or more islands;
3. Unprotected municipal highway/rail crossing where the National Railway Transportation Agency has authorized the installation of luminaries. The federal government share will be deducted from the total cost before calculating the funding;
4. Highway tunnels in built-up areas where the tunnel is more than 25 metres long;
5. Design levels for illumination, including materials types and luminaries selected, shall not exceed Ministry of Transportation illumination policy; and
6. Illumination necessitated by adjacent development and illumination at private or commercial entrances is the responsibility of the property owner. Funding is not applicable for the design, construction, or power for illuminating these areas.

## Annex D: Drainage

The capital cost for the installation of storm sewers on connecting links may be eligible for funding as set out below.

1. Storm sewer must be an economical alternative to the maintenance of an open ditch with numerous entrance culverts;
2. Storm sewer must be necessary in order to increase the use of an existing right-of-way for roadway purposes;

3. Storm sewer must be necessary in order to increase the traffic carrying capacity of an existing roadway by allowing for parking off the travelled way;
4. The replacement of an existing storm sewer must be for reasons of deterioration or to increase the capacity if the existing storm sewer is less than 700 millimetres diameter;
5. Only the facilities required for the drainage associated with the highway are eligible for funding;
6. Where the diameter of a storm sewer to be installed is greater than 700 millimetres, only that portion of the cost that 700 millimetres bears to the diameter of a circle of equivalent area measured in millimetres of the storm sewer installed, may be eligible for funding;
7. Where an off-take storm sewer or open ditch to an appropriate outlet is required, it may be eligible for funding under the following conditions:
  - 7.1. Where the storm sewer pipe is greater than 700 millimetres, the criterion in 6. above applies; or
  - 7.2. Where an open ditch is used, the cost eligible for funding shall be based on the same percentage that was applied to the last section of storm sewer pipe leading to the open ditch.
8. Where an adequate existing storm sewer is altered to accommodate drainage that is not eligible, such alteration is not eligible for funding;
9. Where a storm sewer on a highway under the jurisdiction of the province is designed to accommodate both the provincial highway drainage needs and those of a connecting link eligible under the Connecting Links Program, only the lesser of the municipality's share of the cost of construction or that amount calculated as in 6. above may be eligible for funding;
10. Where the municipality constructs a storm sewer that is eligible for funding and provides additional capacity for the needs of another municipality that are also eligible for funding, only the amount calculated as in 6. above may be eligible for funding;
11. Sewer covers associated with storm sewer systems may be eligible for funding. Where the outlets from the sewer cover are greater than 700 millimetres in diameter, only that portion of the cost that 700 millimetres bears to the diameter of the outlet pipe in millimetres may be eligible for funding; and
12. Where a storm sewer is installed under the provisions of the *Drainage Act*, R.S.O. 1990, Chapter D.17, the assessment made against the municipality will be eligible for funding subject to the limitations in 11 above.

## Annex E: Stormwater Management

The capital cost for the installation of stormwater detention facilities on connecting links may be eligible for funding as detailed below.

1. It will be the responsibility of the municipality to analyse and cost various drainage system alternatives and justify the final selection based on the most economical and environmentally responsible solution. At the request of the municipality, the ministry will provide guidance on the degree of detail required in submissions.
2. The maximum cost of a storm water management system, complete with detention components and/or combined sewer components, to be considered cannot exceed the total cost of a conventional system with continuous, separated, normal size pipes and/or ditches by more than 10% as detention facilities have greater environmental benefits than separated systems. The following provisions apply:
  - 2.1. The maximum cost of a stormwater management system is the unadjusted total cost to the municipality, not just the portion of total cost eligible for road funding;
  - 2.2. A subsystem of a larger system is acceptable for consideration; and
  - 2.3. In a combined sewer system, the cost of providing extra sewage treatment capacity to accommodate the extra flows will be included in the total cost for comparison purposes. However, this cost is not eligible for funding.
3. The eligible costs for funding of the stormwater detention system must be adjusted to pay for only that water associated with the connecting link highway.
4. For a stormwater detention facility to be considered for funding, the detention facility must be justified on the basis that a controlled release of water is necessary to prevent water damage downstream.
5. For ponds and retention tanks with pipe inlets, funding will be based on the "700 millimetres diameter rule" (refer to **Annex D**, section 6) applied to the inlet or the sum of the diameters of the inlets. If an oversized inlet is used the diameter of the first normal size upstream pipe is to be used.
6. The "700 millimetres diameter rule" will be applied to oversized pipes whose purpose is not detention.
7. Where funding is applicable for combined sewers, the capital cost is subject to the "700 millimetres diameter rule".

8. Inlet control of stormwater is accomplished by allowing stormwater to temporary pond upstream of catch basins or other outlets. The water slowly subsides as the storm passes. Inlet control, within the highway, is eligible for funding provided the maximum depth of water accumulation at the travelled edge of the roadway does not exceed 75 millimetres (designers use two-year flood), and the ponded water does not present a safety or health hazard.

## Annex F: Detailed Design/Engineering Studies

A municipality may submit for funding for detailed design/engineering as part of a proposed construction project. Alternatively, a municipality may submit for funding of detailed design/engineering as a separate project prior to construction. In the case of the latter, the ministry will not guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

The Ministry reserves the right to assess the components of the proposed detailed design and engineering to determine what scope of work is eligible for funding under the Connecting Links Program.

Applicants choosing to submit for funding of a separate detailed design/engineering study should:

1. Where applicable, include a copy of the preliminary design/engineering report for the proposed project completed by a professional engineer;
2. Include a copy of a proposal for detailed design and engineering, with quoted costs from a professional engineer;
3. Ensure road and bridge designs are undertaken according to the applicable municipal, provincial, federal, or other standards;
4. Include the appropriate scope of work for a detailed design/engineering study. Consideration for design elements may include, but are not limited to the following:
  - Site plans
  - Horizontal and vertical control data
  - Geometric design
  - Horizontal and vertical alignments
  - Pavement design, including life-cycle costing
  - Typical cross-sections
  - Design-cross-sections
  - Earth balance design
  - Grading
  - Drainage – quality and quantity, and storm sewer design
  - Utilities locations and relocations, where applicable
  - Illumination
  - Traffic control devices
  - Electrical design
  - Hydrotechnical design
  - General arrangement drawings (structures)
  - Foundation design
  - Substructure design
  - Superstructure design
  - Barriers, railings, expansion joints, bearings, protection systems
  - Traffic control plan, staging and detours
  - Traffic signing and pavement markings
  - PHM-125 approval

- Property requirements
5. Ensure that the detail design/engineering study will establish a comprehensive cost estimate to construct the project;
  6. Develop a schedule detailing the timing for:
    - Issuing RFP for detail design/engineering study
    - Commencement of detail design/engineering study
    - Completion of detail design/engineering study
    - Proposed timing for construction
  7. Provide any info on whether the DTC has been considered and/or if any consultation with appropriate Indigenous Community has taken place.

## Annex G: Contract Administration

It is expected that contract administration tasks will be carried out during project construction to verify:

- a) The work that was done during construction of the project;
- b) The quality of work and materials used during construction of the project, and;
- c) How much it will cost to complete construction of the project.

The contract administrator may be the municipality or a consultant retained by the municipality. Consultant's fees for contract administration services are eligible for funding. If the municipality is acting as contract administrator, the maximum amount allowable for contract administration cannot exceed 10% of total net eligible project costs.

The contract administrator will be responsible to monitor and approve any changes to the scope and costs for construction of the project. The municipality is responsible for any increase in project costs resulting from changes in the work. When changes in the work would be eligible for funding, additional funding may be considered on a case by case basis at the discretion of the ministry. The municipality shall pay all costs not approved by the ministry and all unforeseen costs of the construction work.

**Change in the work:** means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods, drawings, changes in the character of the work to be done or the materials of the work or part thereof, within the intended scope of the contract.

Consideration for tasks and services required for contract administration should include, but are not limited to:

- Convene and attend a pre-construction meeting(s)
- Convene and attend construction progress meetings as scheduled
- Prepare and distribute agendas and minutes for all meetings
- Respond to contractor's questions, proposals, and requests for information;
- Prepare and issue all work orders, field orders and change orders
- Prepare and certify monthly progress payment certificates
- Co-ordinate and schedule inspection and testing activities related to quality control/quality assurance for construction materials and work
- Communication of all field and laboratory test results (i.e., compaction) in a timely manner

Contract administration services tasks shall accommodate all aspects of the contract process through the Warranty Period and the Final Completion Certificate.

MTO encourages municipalities to consider innovation and the use of sustainable construction practices for Connecting Link projects.

MTO procurement practices allow the use of recycled and reclaimed materials up to the maximum limits imposed by engineering standards to ensure that such materials are not used inappropriately and do not compromise the longevity of pavements and structures.

If recycled and reclaimed materials are used appropriately, then cost savings can be achieved through conservation of resources, elimination of disposal costs and reduction in energy requirements and greenhouse gas emissions.

Ministry specifications permit recycled/reclaimed materials to be used in lieu of natural aggregates. Examples include reclaimed asphalt pavement (RAP), reclaimed concrete material (RCM), air-cooled blast furnace slag (BFS), granulated blast furnace slag, crushed glass and ceramics and roofing shingle tabs (RST).

For example, Ontario Provincial Standard Specification (OPSS) 1151 (hot mix asphalt) allows up to 40% RAP in hot mix binder courses and up to 20% RAP in premium surface courses. Aggregates for road base and sub-base (OPSS.PROV 1010) may include up to 100% RCM, up to 100% BFS, up to 40% RAP, and up to 15% crushed glass and/or ceramics.

MTO and connecting link municipalities share an interest in ensuring the durability of asphalt applied on connecting links. This can best be accomplished by applying ministry quality of material specifications used on provincial highways.

Standard Specification requirements for the properties for the various grades of Performance Graded Asphalt Cements (PGAC) are given in MTO OPSS 1101, November 2014. Connecting link municipalities should have regard to Special Provision No.

111F09M, February 23, 2015 which requires additional testing requirements (including Extended Bending Beam Rheometer) and acceptance criteria for all PGAC grades. Suppliers of PGAC must be listed as an asphalt cement supplier in MTO's Designated Sources for Materials Manual (DSM).

The additional up-front costs for more sustainable construction practices will be offset by the extended life of connecting link pavement and structures. The use of higher grade construction materials, more rigorous materials testing, contact administration, etc., are eligible for subsidy.

For more information contact your local Ministry of Transportation regional office listed in Section 10.

Applicants are required to submit an Excel file or equivalent data file for ministry import into Excel that includes the following information for road sections and structures (three metres in length or greater in direction of traffic) for all connecting links in the municipality.

This information will be used to determine the current state of connecting link infrastructure and the ten-year capital improvement needs across the province.

Two data tables are required: Table 1 below lists the road data items and Table 2 lists the structure data items to be included. Please submit only connecting link road/bridge data – no other municipal roads or structures.

**Table 1**

**Road Data Items**

- Highway Number
- Street Name
- Municipal Owner
- Municipal Location (Community Name)
- Section ID Number (Municipal Code)
- Section From (Intersecting Street/Landmark)
- Section To (Intersecting Street/Landmark)
- Length (Metres)
- Posted Speed
- Class (Urban, Rural, or Urban/Rural)
- Number of Lanes (e.g. 2 lanes, 4 lanes, 4 lanes plus median, or 4 lanes plus centre lane)
- Number of Parking Spaces (if any)
- Number of Traffic Signals or Pedestrian Crossings
- Average Annual Daily Traffic
- Average Daily Truck Traffic
- Geometric Deficiencies (e.g. horizontal, vertical, intersection alignment, small culverts)
- Operational Deficiencies (e.g. road width, intersection turning lane, traffic signal)
- Pavement Deficiencies (e.g. pavement condition rating – documentation of method required)
- Remaining Useful Life (Based on current condition – not year of construction)
- Road Survey Date
- Deficiency Timeline (Now, 1-5 years, or 6-10 years)
- Proposed Project Improvement to address Deficiencies
- Project Cost Estimate

**Table 2**

**Structure Data Items**

Highway Number

Street Name

Municipal Owner

Municipal Location (Community Name)

Structure ID Number (Municipal Code)

MTO Site Number (if known)

**Structure Data Items**

Longitude Coordinates

Latitude Coordinates

Structure Category (Bridge or Culvert)

Structure Type (e.g. Deck Truss, Through Truss, etc.)

Overall Length (length in direction of traffic)

Overall Width (width perpendicular to traffic)

Number of Lanes

Posted Weight

Year of Construction

Year of Last Rehabilitation

Structural (e.g. Structure deck, joints, beams, barriers, etc.)

Functional (e.g. Number of lanes, lane width, etc.)

Bridge Connection Index (If available)

Overall Structure Condition (Good, Fair, Poor)

Remaining Useful Life (Based on current condition – not structure age)

Year of Last Inspection (Ontario Structure Inspection Manual or equivalent inspection)

Structural Deficiency Timeline (Now, 1-5 years, or 6-10 years)

Potential Reduced Weight (If the deficiency is not addressed)

Proposed Project Improvement to address Deficiencies

Project Cost Estimate