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# **THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 10-960**

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**Being a by-law to authorize the Clerk to execute an Agreement with the Ministry of Northern Development, Mines and Forestry for Northern Communities Investment Readiness (NCIR) funding for an Economic Development Strategy Project for the Municipality of Temagami.**

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**WHEREAS** under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

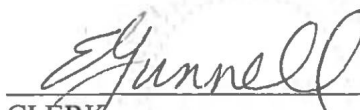
**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Clerk is hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 25<sup>th</sup> day of November 2010;

READ A SECOND AND THIRD time and finally passed this 25<sup>th</sup> day of November 2010.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

**Funding Agreement**

DEC 15 2013

This agreement is made with effect as of October 20, 2010 between **Her Majesty the Queen in right of Ontario, as represented by the Minister of Northern Development, Mines and Forestry** (the "Crown"), and the Municipality of Temagami (the "Recipient").

The Recipient has applied to the Crown for funding in support of a project described in its application dated September 24, 2010 (the "Application"). Capitalized terms used but not otherwise defined in this agreement have the meanings given to them in the Application.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. The Application is incorporated by reference in, and forms part of, this agreement. For convenience, the terms and conditions contained in the Application are appended as Schedule A to this agreement.
2. Subject to the provisions of this agreement, the Crown will contribute up to 75% of eligible Project costs, to a maximum of \$10,000.00
3. The Recipient shall carry out the Project as described in the Application, subject to the changes listed below (if any) and any other changes agreed between the parties in writing:

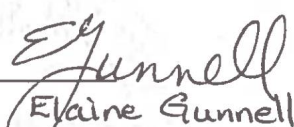
Changes: None

4. The Recipient shall carry out the project in accordance with the agreement with due diligence and in an economical and businesslike manner.
5. Any notice to be given under the agreement shall be given by fax or personal delivery to the parties at their respective addresses contained in the Application. Either party may change its address for notice or contact person by giving the other party written notice of the change.

In witness whereof, each of the parties has signed this agreement by its authorized signing officer(s):

**HER MAJESTY THE QUEEN IN RIGHT OF The Municipality of Temagami**  
**ONTARIO**, as represented by the Minister of  
Northern Development, Mines and  
Forestry

By:   
Name: Faye-Johnson  
Title: Director  
Strategic Development Branch  
Date: **11/7/10**

By:   
Name: **Elaine Gunnell**  
Title: **Mayor**  
**Nov. 30/10.**  
Date: **Dec. 2, 2010**

## Northern Communities Investment Readiness TERMS AND CONDITIONS

By signing this application, the Applicant agrees that, in the event (that this application for funding of the project described above (the "Project") is approved by the Ministry of Northern Development and Forestry (the "Ministry"), the successful Applicant (the "Recipient") shall comply with the following terms and conditions. The Applicant acknowledges and understands that the funding provided by the Ministry (the "Contribution") is conditional upon compliance with these terms and conditions.

### **FOOTNOTES**

i. The Recipient will carry out the Project as described in this application, subject to any changes agreed to in writing between the Ministry and the Recipient, and any other terms and conditions contained in the Ministry's letter of approval.

### **funding**

2. The Contribution shall not exceed the maximum amount set out in the Ministry's letter of approval.

3. The Contribution shall be used solely for costs included under the heading "eligible costs" in section 3.1 of this application. Any changes in the Project or scope from the costs set out in section 3.1 and the scope described elsewhere in the application must be reported to the Ministry, in writing, before the changes take effect. The Ministry reserves the right to reduce or demand repayment of the Contribution in response to such changes.

4. The Contribution may not be used for ineligible costs, in case of doubt or dispute, the Ministry shall decide whether a particular cost or category of costs is ineligible and the Ministry's decision shall be final.

5. The Ministry will make the Contribution by way of reimbursement of eligible costs actually incurred, unless the Ministry decides, in its sole discretion, to pay some or all of the Contribution in advance.

e. The Recipient is responsible for implementing the Project and for ensuring that sufficient funds are available and, if necessary, for raising the balance of funding from sources other than the Ministry. The Ministry shall not be responsible for any cost overruns relating to the Project.

### **Accounting and Audits**

7. The Recipient will acknowledge the Ministry's Contribution in press releases, conferences and workshop materials and all other printed material relating to the Project including brochures and other materials. The Recipient will not use or reproduce any visual identifier or logo of the Ministry or the Government of Ontario, except with the Ministry's prior written consent.

### **Reporting and Audit**

8. The Recipient shall maintain, for 5 years after the completion of the Project, original invoices and financial books and records respecting the Project (maintained in accordance with generally accepted accounting procedures), and records respecting the carrying out of the Project. The Recipient shall provide to the Ministry and the Provincial Auditor, upon request, any other information and documents as they may reasonably require for purposes of monitoring and evaluating the Project and the Contribution.

9. During and at all times after the Project, the Recipient shall allow representatives of the Ministry and the Provincial Auditor access to the Recipient's premises and the Project site. If any, to inspect the progress and review of the Project and the books, records and documents described above.

### **Default**

10. The Recipient will be in default if: (a) it fails to comply with these terms and conditions, (b) it becomes bankrupt or insolvent or goes into receivership or, in the Ministry's sole opinion, faces other serious financial difficulty, (c) it ceases to operate or takes steps or an order is made to discontinue or wind up, (d) it submits false or misleading information to the Ministry at any time, or (e) it fails to proceed diligently with the Project. Upon default by the Recipient, the Ministry may in its sole discretion recover some or all of the Contribution already paid to the Recipient, or an amount equal to the funds, and may refrain from making further payments.

### **Transfer of Information**

11. Subject to the Freedom of Information and Protection of Privacy Act, all information pertaining to the Contribution and the Recipient's obligation to the Ministry is confidential information and may be released to third parties on request.

### **Project Completion**

12. This Project must be completed and the Project costs incurred on or before the completion date specified in the application. The Recipient shall complete and submit (to the Project completion date, to the Ministry) a certified statement of expenditures to the Ministry, upon project completion or before March 31, 2011, whichever date comes first.

13. If the Ministry has advanced funds to the Recipient that are not needed for or spent on the Project costs, or if the Ministry has demanded repayment of some or all of the Contribution in accordance with these terms and conditions, the amount in question will be a debt owing to the Ministry. The Recipient shall pay this debt promptly by cheque made payable to the Minister of Finance and sent to the Ministry of Northern Development. The Ministry and Forestry along with the Project Report and certified statement of expenditures.

**indemnity and insurance**

14. The Recipient shall, both during and at all times after the Project, indemnify and save the Ministry harmless from all costs, claims, losses or damages which may arise as a result of any action or inaction of the Recipient, its officers, directors, employees, contractor\* or agents in connection with the Project or these terms and conditions. The Recipient shall maintain at all times during the Project a policy of comprehensive general liability insurance subject to limits not less than \$2,000,000 per occurrence, covering bodily injury, personal injury, death, property damage, products and completed operations. The Recipient shall provide a certificate evidencing this insurance upon request by the Ministry. The Recipient shall ensure that any contractor it engages to perform Project-related work carry insurance appropriate in nature and amount of coverage for the work being performed.

**General terms**

16. The Recipient shall comply with all applicable federal, provincial and municipal laws, statutes, regulations, rates, ordinances and orders in respect of the performance of these terms and conditions.

17. The Recipient may not assign any of its rights or obligations under these terms and conditions, without the prior written consent of the Ministry.

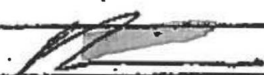
18. If selecting third-party contractors to perform any of the Project for an amount greater than \$26,000, the Recipient must (unless the Ministry otherwise agrees in writing) use a competitive process. Including a written request for at least 3 proposals, written evaluation of bids received and a written agreement with the successful bidder. The Recipient will ensure that the contractor is granted sufficient licence or other rights in all materials produced by the Recipient or a third party contractor for the Project to enable the Ministry to use, reproduce and share those materials with other Ontario government ministries and agencies.

19. Nothing in these terms and conditions permits the Recipient to act on behalf of the Ministry in any manner, whether as agent, employee, partner, joint venturer or otherwise. The Recipient may not change its ownership, total status or purposes without the prior written consent of the Ministry.

20. The Ministry may make any consent it gives in accordance with those terms and conditions subject to such terms and conditions as it considers appropriate.

21. Waiver by the Ministry of its right to require performance of any of these terms and conditions in a particular instance shall not be construed as an ongoing or future right to require future performance of those terms and conditions.

22. These terms and conditions may be changed only by written agreement signed by the Recipient and the Ministry.

6. Certification	
<b>Certification</b>	On behalf of and with the authority of the Applicant, I certify that the information given on this application for a conditional contribution is true, correct and complete in every respect and that the Applicant agrees to abide by the Terms and Conditions outlined governing the conditional contribution. I am aware that the information contained hereto can be used for the assessment of conditional contribution viability and for statistical reporting. I understand that the information in this application may be subject to disclosure under provincial Freedom of Information legislation. If I determine that this application contains a material misrepresentation, this application shall be deemed to be withdrawn immediately by the Applicant.
<b>Name:</b>	Patrick Cormier
<b>Community or EDC:</b>	Municipality of Temagami
<b>Position:</b>	CAO
<b>Signature</b>	 Oa*** September 2021