

Request for Ontario Drinking Water
Stewardship Program Grant Proposals
Early Actions
2009-2010

Application Period Ending
December 15, 2009

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1 Ontario Drinking Water Stewardship Program Introduction

1.1 Clean Water Act, 2006

Watershed-based drinking water source protection is a key component of the Ministry of the Environment's (the "**Ministry**" or "**MOE**") strategy to support the government's priority of Healthier Ontarians.

The *Clean Water Act, 2006* (the "**Act**") was passed and received Royal Assent on October 19, 2006. It was proclaimed into effect on July 3, 2007. The Act is designed to protect drinking water at the source as part of an overall commitment to human health and the environment. Among other things, the Act creates the Ontario Drinking Water Stewardship Program ("**ODWSP**"). The ODWSP is the first drinking water program of its kind in Ontario. Under Section 97 of the Act, the ODWSP may provide financial assistance to persons whose activities or properties are affected by the Act, persons and bodies who administer incentive or Education and Outreach programs that are related to source protection plans, and others in circumstances, specified in Ontario Regulation 287/07 "General" made under the Act, that are related to the protection of existing or future sources of drinking water. In accordance with regulations setting out other circumstances, the ODWSP currently funds voluntary projects and initiatives carried out to protect sources of municipal drinking water and any other sources allowed for by regulation.

1.2 Ontario Drinking Water Stewardship Program

The ODWSP is made up of three components: Early Actions, providing financial assistance to organizations to administer programs that support project and activities to protect municipal drinking water sources immediately within intake protection zones and wellhead protection areas; Education and Outreach, to inform the public about the Act and the ODWSP; and, Special Projects aimed at activities that complement the Early Actions and Education and Outreach components.

The Province has committed a total of \$14 million for the ODWSP, \$7 million in each of the next two fiscal years (2009/10 and 2010/11), through to the spring of 2011.

This Request for ODWSP Grant Proposals ("**RFGP**") is an invitation to submit non-binding submissions for funding to administer an incentive program for projects and activities that support the principles and commitments of the Act. Applications will be accepted by the Ministry throughout the submission period as further set out under Section 2. In order to be considered for funding all applications must be submitted through the prescribed method under Section 2.0.

Applicants should note that amendments or updates to the RFGP may be periodically posted on the Clean Water Act web site at: www.ontario.ca/cleanwater.

The details and requirements on this RFGP apply to this second submission period in 2009/10 closing **December 15, 2009**. Please note that the ministry is considering replacing the Early Actions component of the ODWSP, so this may be the last opportunity to make application for Early Actions program funding.

The ODWSP will be at a critical juncture in its third (2009/10) and fourth (2010/11) years. The Act requires local multi-stakeholder source protection committees to prepare science based assessment reports for designated watershed areas. A key purpose of the ODWSP is to provide financial assistance to persons affected by the Act and those individuals and businesses have not been identified to date. As the assessment reports are completed and drinking water threats are identified across the province, those persons who may be affected will also be identified. The opportunity to deliver on the ODWSP's original intent and scope will begin to be realized as the ODWSP is able to be focused on specific identified threats and those directly affected by the Act. The Ministry has initiated a review of the ODWSP to assist it in determining how to best implement this change. Therefore, it is anticipated that changes will be made to the ODWSP in the near future to remain current as the source protection planning process and implementation progress.

This RFGP - Early Actions and any submissions do not, of themselves, constitute a commitment by the Ministry to provide financial assistance or the commitment of any applicant to undertake any deliverables. If the Ministry chooses to accept a submission for financial assistance, a precondition of such acceptance is the execution of a written Grant Funding Agreement (the "**Agreement**") by both the Ministry and one legal entity applicant. Applicants may withdraw their submissions at any time prior to the execution of the Agreement (See Agreement template at Appendix 3). The Ministry expressly disclaims any intention to enter into a formal competitive process and expressly disclaims any obligations or duties to any applicant regarding any commitment to fund a program under the ODWSP prior to the execution of an Agreement.

1.2.1 Program Objectives – Early Actions

The Early Actions funding component under the ODWSP is intended to provide funding to persons or bodies (referred to as "program administrators") who administer or propose to administer incentive programs, that will financially support landowners who carry out projects and activities to protect municipal drinking water sources. The scope of the incentive program is set out in four (4) modules which include the following projects and activities:

- Septic system upgrades and repairs
- Well decommissioning and upgrading
- Run off and erosion protection measures and additional best management practices, and
- Pollution prevention reviews for small and medium-sized businesses.

Consideration of ODWSP funding for the following projects is not included in the Early Actions RFGP but is addressed in the Special Projects RFGP:

- Individuals completing one or more of the four Early Actions module activities in areas outside of source protection areas, within a 100-metre radius of a municipal wellhead, or within a 200-metre radius of a municipal surface water intake.

Details regarding other ODWSP funding components, Special Projects and Education and Outreach, can be found in the respective Requests for Grant Proposals on the Ministry's Clean Water Act website at www.ontario.ca/cleanwater.

1.3 Eligibility for Ontario Drinking Water Stewardship Program Funding – Early Actions Program Administration

1.3.1 Eligible Funding Recipients

To be considered eligible for financial assistance from the Ministry to administer programs, the lead applicant must:

- Be a legal entity (legislated or incorporated organization or an individual)
- Be able to meet minimum liability insurance requirements
- Submit an application that meets the requirements of this RFGP, and
- Demonstrate the ability to manage and deliver the proposed incentive program.

Applicants representing several organisations must complete a single program proposal. The Ministry will enter into the Agreement with only one legal entity for each program. Applicants representing several organisations must indicate in the proposal which participant is the lead that is eligible and will enter into the Agreement with the Ministry, if selected.

The lead applicant must also provide a copy of its current certificate of status as proof that it is a legal entity. This is not required if the lead applicant is an individual or the lead applicant has been incorporated by legislation (e.g. municipalities, conservation authorities).

Proposals will be checked for conformity against the Application Check List at Appendix 4 ensuring that all necessary information is included in the proposal. Those proposals lacking information may be sent back to the applicant for more information or may not be considered for financial assistance.

Those NOT eligible for financial assistance include:

- Out of Ontario individuals, associations, or groups
- Commercial enterprises, consulting firms or other 'for-profit' organisations

1.3.2 Eligible Programs

In order to be considered eligible for financial assistance from the Ministry to administer programs, the lead applicant must:

- Demonstrate that the program will be administered in Ontario
- Demonstrate that the program for Early Actions activities is to be implemented within a targeted area (See Sections 1.3.4.1 and 1.3.4.2 for eligible areas).

Applicants must fund projects and activities described in the four (4) Early Actions modules listed below:

- Septic system upgrades and repairs
- Well decommissioning and upgrading
- Run off and erosion protection measures and additional best management practices, and
- Pollution prevention reviews for small and medium-sized businesses.

The Ministry will also consider as part of the program proposal, applicant requests for funding of delivery costs of the proposed program. This could include staffing costs, communications materials, site visit administration, etc.

Approval of an applicant's proposal will be contingent on a complete application that must

include a sound program proposal that clearly demonstrates program feasibility, cost effectiveness and the potential to lead to specific positive outcomes.

Each applicant must demonstrate in their program proposal, at Appendix 2, the ability to complete the program successfully. Successful applicants will be required to report to the Ministry, the requirements of which are to be set out in the Agreement at Appendix 3. The applicant is also required to establish and present in their submission the positive impact the program will have on the local sources of municipal drinking water.

1.3.3 Source Protection Areas

The Ministry, as part of its municipal drinking water source water protection program, has established source protection areas across portions of Ontario. The ODWSP Early Actions program has been established to address programs that fall inside or outside of these source protection areas, as detailed below. To determine if their program falls inside or outside a source protection area, applicants should visit the links below for a map of source protection areas:

Southern Ontario – <http://www.ontario.ca/drinkingwater/158316.pdf>

Northern Ontario – <http://www.ontario.ca/drinkingwater/158315.pdf>

1.3.4 Eligible Project Locations for Early Actions Programs

The Ministry has identified the locations in which successful applicants, as program administrators, can fund individual projects in areas inside and outside of source protection areas as described in sections 1.3.4.1 and 1.3.4.2 below.

1.3.4.1 Targeted Locations Inside of Source Protection Areas

For Early Actions programs inside source protection areas, the MOE intends program administrators to fund projects that will target properties located within, or extending into, one of the following areas:

- 100-metre radius around a municipal wellhead
- 200-metre radius around a municipal surface water intake
- The “approved” 2 year time-of-travel zone of a municipal wellhead, or
- The “approved” intake protection zone-one (“**IPZ-1**”) of a municipal surface water intake.

In order for a municipal wellhead 2 year time-of-travel zone or a municipal surface water intake IPZ-1 to be considered an “approved” eligible area for the purpose of the ODWSP, at least one of the following conditions must be met:

- The 2 year time-of-travel and/or the IPZ-1 have been incorporated into a municipal official plan
- The municipality has accepted the 2 year time-of-travel and/or the IPZ-1 delineation by council resolution specifically for the municipal official plan
- The municipality has accepted the 2 year time-of-travel and/or the IPZ-1 delineation by council resolution specifically for the ODWSP, or
- The source protection committee has endorsed a map delineating the 2 year time-of-travel and/or the IPZ-1 for use in public meetings/consultations related to the source protection planning process.

The 2 year time-of-travel and IPZ-1 delineation can be based on:

- October 2006 guidance issued by MOE to support source protection technical studies, or
- December 12, 2008 Technical Rules: Assessment Report.

1.3.4.2 Targeted Locations Outside of Source Protection Areas

For Early Actions programs outside of source protection areas, the MOE intends program administrators to fund projects that will target properties located within, or extending into, the following areas:

- 100-metre radius of a municipal wellhead, and/or a 200-metre radius of a municipal surface water intake.

The Ministry will consider projects eligible that fall within vulnerable areas that have been delineated by municipalities based on the Ministry's December 12, 2008 Technical Rules: Assessment Report.

1.3.5 Funding Availability

Applicants must set out or describe other funding programs they administer that may also apply to projects and/or activities funded by the ODWSP. Cost Share arrangements should be described. Applicants must demonstrate that the components of the program for which ODWSP funding is requested do not overlap with any other funding sources. The Ministry will not provide financial assistance where that financial assistance would result in more than 100% of the project cost being provided.

Approved funding from the ODWSP to the successful applicant will typically be delivered in instalments according to the following timeline:

- Upon commencement of the program
- Upon reaching satisfactory program milestone(s) in the opinion of the Ministry and upon completion of approved interim report(s).

The reporting schedule set out in the Agreement will align with each instalment, and Ministry acceptance of, and Ministry satisfaction with, the interim report(s) as per Schedule D of the Agreement. The Ministry may consider revising the instalment percentages at the Agreement drafting stage.

2. THE APPLICATION PROCESS

The Ministry will review Early Actions applications as received and applications will be assessed using the selection criteria rating system set out in section 2.3.1 of this RFGP. Applications once received and verified for completeness, will be reviewed, and applicants will be notified of the funding decision within approximately 60 days of the Ministry's receipt of the application.

To be considered for funding, applications will be accepted up to and including **December 15, 2009**

The Ministry may indicate to selected applicants that only certain projects and/or activities or a certain number of projects and/or activities within a program proposal will be provided with funding. For example, if an applicant has requested funding to undertake more than one project and/or activity within a program, the Ministry may select only certain projects and/or

activities to fund depending on their relationship to the protection of drinking water sources and their alignment with the eligibility criteria and if the projects or activities and/or parts thereof are funded by other funding sources.

2.1 Proposal Format

To be eligible for funding, each eligible applicant must provide a completed “Application Form: Early Actions” and “Program Proposal”, set out in Appendices 1 and 2 respectively, together with supporting documentation.

2.1.1 Application

Guidance for completing the application form is provided below:

- **Item 1: *Name of Proposed Program***

Applicants must indicate the name of the proposed program.

- **Item 2: *Lead Applicant Information***

Applicants must set out in the application form for the eligible funding recipient: (i) the full legal name of the lead applicant which must be a legal entity, (ii) the name and title of the person that will be signing the Agreement on behalf of the organisation if funding is provided (the individual must have signing authority for this type of Agreement), and (iii) complete contact information including mailing address, telephone number, fax number, and email address.

Municipalities are reminded that a municipal by-law is necessary to enter into an Agreement and the applicant will be asked to provide the Ministry with proof of authority to enter into the Agreement.

- **Item 3: *Administrative Contact Information***

Applicants must set out in the application form: (i) a contact name and title of an individual the Ministry may contact for questions on the proposal and for administrative purposes, (ii) his/her complete contact information including organization name, mailing address, telephone and fax numbers as well as an email address.

- **Item 4: *Source Protection Area or Region***

Applicants must indicate in the application into which source protection area or region they fall or if they are outside of source protection areas or regions. For further details, applicants should visit the links below for a map of source protection areas:

Southern Ontario – <http://www.ontario.ca/drinkingwater/158316.pdf>

Northern Ontario – <http://www.ontario.ca/drinkingwater/158315.pdf>

- **Item 5: *Other Program Delivery Parties***

Applicants must provide a list of the name(s) of other participating program delivery parties.

- **Item 6: *Program Description***

Applicants must provide a brief overview of their proposed program in less than 100 words. Indicate if the application includes a request for Early Actions program delivery funding.

- **Item 7: Program Costs**
The application must include a summary of costs that includes: (i) total amount of Early Actions funding requested for Early Actions projects in the application, (ii) total amount of Early Actions program delivery funds requested, (iii) total value of in-kind contributions by the applicant and/or other participating program delivery parties, and (iv) the total program cost.
- **Item 8: Timelines**
Applicants must identify the following key milestones for the program: (i) the program start date in relation to this funding request, and (ii) the program completion date. For programs dependent on ODWSP funding, the program start date in relation to this funding request should be no earlier than 60 days following the submission of the application, and the program completion date should be no later than December 31, 2010.
- **Item 9: Legal Entity Documentation**
The lead applicant must also provide a copy of its current certificate of status as proof that it is a legal entity. This is not required if the lead applicant is an individual or the lead applicant has been incorporated by legislation (e.g. municipalities, conservation authorities).
- **Item 10: Certification**
Applicants should ensure that required names and signatures are provided with the proposal. The certification should be made by the person or persons who have authority to sign on behalf of the organization and who will sign the Agreement should the application be accepted for funding.

2.1.2 Program Proposal

Guidance for completing the program proposal form is provided below:

- **Item 11: Program Description**
Applicants must provide a detailed overview of their proposed program. The description should be sufficient to describe how the program meets the objectives set out in section 1.2.1 of this RFGP.

Early Actions Program

Applicants should provide a detailed rationale for the amount of funds requested, the number of Early Actions projects by component proposed that could be implemented within the targeted areas (See sections 1.3.4.1 and 1.3.4.2 for eligible targeted areas) and the estimated cost for each component.

Early Actions Program Delivery

Applicants requesting Early Actions funding to support program delivery should provide a rationale for the proposed delivery program. Applicants should highlight any new or different delivery initiatives they propose to implement.

Early Actions Status Update

If applicable, applicants should provide a status update of their past Early Actions program delivery activities, program highlights, and remaining available Early Actions project and program delivery funds at the time of this application.

- **Item 12: *Program Objectives***
The program proposal must include a description of the objectives of the proposed program. Each objective should be measurable. Applicants should follow the questions listed in the program proposal at Appendix 2.
- **Item 13: *Past Funding Awards and Successes***
Applicants who are current program administrators must identify what previous ODWSP funding they have received and account for what funds to date have been delivered, are committed and/or are still available. Applicants must also indicate the success of the program by providing the number of projects completed and the number of projects to which funds have been committed.
- **Item 14: *Early Actions Projects Cost***
Applicants must identify by each Early Actions component, the estimated number of projects, the estimated costs of projects that were used in their application, and the total estimated number of projects and total costs.
- **Item 15: *Program Communications Plan***
Applicants must describe a clear, focused communications plan that supports the source water protection program of the Ministry and includes:
 - Focused targeted audience(s)
 - Communication tools and techniques to reach audience(s)
 - Appropriate key message(s).
- **Item 16: *Program Communications & Plan Deliverables/Tasks/Time Line***
Applicants must provide a description of each deliverable (e.g. 5 workshops), associated task(s) (e.g. rent halls for workshop, advertise workshop, invite attendees) to be completed, and the completion date.
- **Item 17: *Program Communications & Delivery Plan Costs***
A detailed breakdown of the estimated costs for each deliverable and task listed in Item 16 above.
- **Item 18: *Total Cost***
Applicants must provide a summary of total costs for the program.
- **Item 19: *Roles and Responsibilities***
Applicants must identify each program participant and include a description of the roles and responsibilities of each party.
- **Item 20: *Program Management***
Applicants must provide details on program management processes that are in place to ensure program costs are controlled, milestones are met, and the program timeline is met.

Applicants must provide details on the governance framework that will be applied for the administration and distribution of funds to project applicants in order to meet the project requirements set out in the four Early Actions modules.

For program delivery costs, applicants must provide detail, where appropriate, of the competitive procurement processes it will follow for the acquisition of goods and/or services if this program were to proceed. Also for program delivery costs, applicants must provide an explanation of how estimated costs and salary rates were established.

Item 21: Attachments

Attachments should also include letter(s) of support for the program from other parties e.g. program delivery parties, municipalities.

If an existing procurement policy will be followed, applicants must attach a copy of the procurement policy with the application.

Other supporting materials may be submitted by the applicant.

2.2 Application Timelines

The following is the schedule for this RFGP process:

Ontario Drinking Water Stewardship Program	
Application Period Ends:	December 15, 2009
Review Period/Notification Period:	<p>All applications received within the application period will be reviewed and applicants will be notified about a funding decision within approximately 60 days following the application submission.</p> <p>For successful applicants, an Agreement in the form attached at Appendix 3 will be forwarded for signature. At the time the applicant signs the Agreement the applicant will be asked to provide proof of insurance coverage to the Ministry.</p>

The timelines may be changed by the Ministry in its sole discretion at any time prior to the deadline for submissions of funding proposals.

Applicants must submit an electronic copy of the application to the Ministry to: SourceProtectionFunding@ontario.ca. All applications submitted by e-mail are deemed received once the e-mail has entered the e-mail inbox of SourceProtectionFunding@ontario.ca.

Additionally, six (6) hard copies signed by an authorized representative of the lead applicant must also be mailed or couriered, postmarked prior to the end of the application period, to:

Ontario Drinking Water Stewardship Program – Early Actions
Source Protection Programs Branch
Ministry of the Environment
2 St. Clair Avenue West, 8th Floor, Toronto, Ontario M4V 1L5

Attention: Paul Heeney (Phone: 416-326-5564)

In keeping with the Ministry's efforts to reduce environmental footprints, applicants are encouraged to use the most eco-friendly option in preparing their application. This includes printing hard copies of the application on both sides of the paper, avoiding colour printing where possible and the use of paper that is: (1) certified by one of the following three standards: the Forest Stewardship Council, the Canadian Standards Association, or the Sustainable Forest Initiative; (2) 100% post-consumer waste recycled; and/or (3) chlorine-free.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the application, the hard copy of the application shall prevail.

The parties will bear their own costs associated with or incurred through this RFGP process, including any costs arising out of or incurred in: (a) the preparation and issuance of this RFGP; (b) the preparation and completion of an application/submission; or (c) the conduct of negotiations or other activities related to this RFGP.

Questions regarding this RFGP can be directed to: SourceProtectionFunding@ontario.ca.

2.3 Proposal Evaluation and Selection Criteria

Only those applications meeting all applicable requirements will be considered. The Ministry may request clarification on the funding application as part of the review process.

Applications will be assessed by the Ministry according to pre-determined evaluation criteria. Evaluations will include a determination of whether the program is consistent with the priorities and objectives as outlined in this RFGP, level of commitment of the applicants, and the demonstrated protection of sources of municipal drinking water.

All applications received within the submission period will be:

- Assessed for completeness
- Eligible applications will be assessed against the selection criteria set out below
- Ranked against each other on the basis of the criteria assessment in order to prioritize applications for funding.

Applications that score 70 or more points out of 100 points are expected to be funded depending on availability of funds. Applications that score between 50 and 69 will, at the Ministry's discretion, be considered for funding. Applicants that have scored less than 50 will automatically not be recommended for funding.

Where the value of applications exceeds the ODWSP funds available, applications will be prioritized for funding based on the selection criteria scoring.

2.3.1 Selection Criteria

Evaluation of proposals will be based on a merit-based system as follows. The criteria differ slightly for applicants who are existing program administrators and applicants who wish to become a program administrator. In accordance with Ontario Regulation 287/07 “General” made under the Act, the Director of the Source Protection Programs Branch has the authority to determine whether to provide financial assistance and, if so, the amount of the financial assistance.

In order for an application to proceed through the rating system it must first demonstrate that the program will promote and support the principles enunciated in the Act (i.e., the protection of municipal drinking water sources and any other sources allowed for in regulation).

Applications from Existing Program Administrators

Rated Criteria (*out of a total of 100 points*):

1. Program Description:	
○ Clearly describes the program and how it will support the Ministry’s municipal drinking source water protection program.	5 points
○ Provides a clear compelling rationale for the program and program delivery.	10 points
○ Describes a successful past program.	5 points
○ Identifies new or innovative program delivery initiatives.	5 points
2. Program Objectives:	
○ Clear and measurable program objectives.	5 points
3. Past Funding Awards and Successes:	
○ Total funds delivered/Total funds received X 20 points.	20 points
4. Program Communications Plan: Describe a clear, focused communications plan that supports the source water protection program of the Ministry and includes:	
○ Focused targeted audience(s).	5 points
○ Communications tools and techniques to reach audience(s).	5 points
5. Program Communications & Delivery Plan: (Tasks/ Time Line)	
○ Deliverables and tasks are clearly defined. Task schedule describes a clear and reasonable plan to deliver on the program.	10 points
6. Program Communications & Delivery Plan Costs	
○ Costs are clearly defined by deliverable and are reasonable to the program. Requested, in-kind and other source funding is differentiated.	10 points
○ Administrative costs are low as a percentage of total program costs.	5 points
7. Program Management	
○ There is a process in place to ensure the program is managed, costs are controlled, milestones and program timelines are met.	5 points
○ Provides a fair and reasonable explanation of the competitive procurement processes to be followed for the acquisition of goods and/or services and how the process ensures value for money spent.	5 points

○ Provides a fair and reasonable explanation of how estimated costs and salary rates were established and that these estimates are reasonable.	5 points
8. Total Points	100 points

Applications from Prospective Program Administrators

Rated Criteria (*out of a total of 100 points*):

1. Program Description:	
○ Clearly describes the program and how it will support the Ministry's municipal drinking source water protection program.	10 points
○ Provides a clear compelling rationale for the program and program delivery.	10 points
○ Identifies innovative program delivery initiatives.	10 points
2. Program Objectives	
○ Clear and measurable program objectives.	5 points
3. Program Communications Plan: Describe a clear, focused communications plan that supports the source water protection program of the Ministry and includes:	
○ Focused targeted audience(s).	10 points
○ Communication tools and techniques to reach audience(s).	5 points
○ Appropriate key messages.	5 points
4. Program Communications & Delivery Plan (Tasks/ Time Line)	
○ Deliverables and tasks are clearly defined. Task schedule describes a clear and reasonable plan to deliver on the program.	10 points
5. Program Communications & Delivery Plan Costs	
○ Costs are clearly defined by deliverable and task and costs are reasonable for the program. Requested, in-kind and other source funding is differentiated.	10 points
○ Administrative costs are low as a percentage of total program costs.	5 points
6. Program Management	
○ There is a process in place to ensure the program is managed, costs are controlled, milestones and program timelines are met.	10 points
○ Provides a fair and reasonable explanation of the competitive procurement processes to be followed for the acquisition of goods and/or services and how the process ensures value for money spent.	5 points
○ Provides a fair and reasonable explanation of how estimated costs and salary rates were established and that these estimates are reasonable.	5 points
7. Total Points	100 points

2.3.2 Successful Applicants Entering into Agreement (Recipients)

Pursuant to Ontario Regulation 287/07 "General" made under the Act, successful applicants will be required to enter into an Agreement in the form attached at Appendix 3 based on this RFGP and the applicant's proposal. The Agreement is available in the English language only as the contractual business of the Ontario Government is in English only. Following the

approval of an application, the Ministry will complete the Agreement and will provide the Agreement to successful applicants for execution.

The purpose of providing an Agreement template is to ensure lead applicants have sufficient time to review the general provisions of the Agreement and, for municipalities to prepare to have a by-law in place as required. Applicants are strongly advised to review the Agreement at Appendix 3 and seek legal counsel regarding the terms and conditions of the Agreement to be entered into should the application be successful.

Parties signing agreements with the Province of Ontario are required to have comprehensive general liability insurance with coverage for at least \$2 million per occurrence. This insurance must show the Province (Her Majesty the Queen in right of Ontario) as an additional insured on the policy and contain the endorsements specified by the Agreement. The insurance is required throughout the term of the Agreement and without proof of insurance funding will not be provided by the Ministry.

A Certificate of Insurance from the successful applicants must be provided with the successful applicants' signed Agreements and prior to the Ministry distributing financial assistance for the approved program. Insurance requirements are set out in Article 11 of the attached Agreement template at Appendix 3.

Municipalities are required to submit a municipal by-law allowing the municipality to enter into the Agreement with the Province of Ontario. In the event that the applicant is an organisation that is not incorporated (i.e., sole proprietorship, unincorporated association), please be advised that the individual who signs the Agreement on behalf of the organisation will be assuming personal liability for the program. Moreover, this individual will be subject to all the terms and conditions set forth in the Agreement.

2.3.3 Confidentiality

Application forms and supporting material submitted to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. Any information for which confidentiality is to be maintained by the Ministry should be clearly marked "CONFIDENTIAL" by the applicant and confidentiality will be maintained by the Ministry, except where an order by the Information and Privacy Commission or a court requires the Ministry to do otherwise.

The failure to enter into the Agreement may result in the refusal of the application. The Agreement execution process is subject to the Terms of Reference set out in Section 2.4. This RFGP does not constitute a legally binding offer to enter into an Agreement on the part of the applicant or the Ministry before the execution of an Agreement.

2.4 Terms of Reference

The following provisions apply to this RFGP process:

- i. This RFGP process is not intended to create a formal legally-binding procurement process and shall not give rise to the legal rights or duties applied to a formal legally-binding procurement process

- ii. The Ministry reserves the right to seek clarification and supplementary information relating to the clarification from applicants. The response received by the Ministry from an applicant shall form an integral part of the applicant's submission
- iii. At the conclusion of this process, selected applicants will be expected to enter into an Agreement with the Ministry in the form set out in Appendix 3
- iv. Neither party shall have the right to make claims against the other with respect to this RFGP process, the selection of any applicant, the failure to be selected to enter into an Agreement, or the failure to honour proposals prior to the execution of an Agreement
- v. The Ministry may make public the names of any or all applicants
- vi. The applicant consents to the Ministry's collection of the information as contemplated under this RFGP for the uses contemplated under this RFGP
- vii. The Ministry may elect not to consider an applicant whose proposal contains misrepresentations or any inaccurate, misleading, or incomplete information, and
- viii. The applicant agrees to all of the terms of the RFGP process set out herein.

Appendix 1 – Application Form: Early Actions

1. Name of Proposed Program

2. Lead Applicant Information

Legal Name of Applicant:

Name/Title of Signing Authority:

Mailing Address:

Phone Number:

Fax Number:

Email Address:

3. Administrative Contact Information

Name and Title:

Organization Name:

Mailing Address:

Phone Number:

Fax Number:

Email Address:

4. Source Protection Area or Region Name: *Identify the source protection area(s) or region(s) in which the program will be undertaken.*

5. Other Program Deliverable Parties: *Identify other participating program delivery parties (e.g. Conservation Authorities, local OSCIA offices, municipalities, etc.). Please provide a brief description of their participation (in ONE Sentence).*

Name:

Participation:

Name: _____

Participation: _____

6. Program Description: Describe your proposed program in less than 100 words. Indicate if the application includes a request for Early Actions program delivery funding.

7. Program Cost: Identify if there are unspent Early Actions delivery funds that will be used in-kind to support this proposed new Early Actions program delivery.

Amount of Early Actions	\$
Amount of Early Actions Program Delivery Funds Requested	\$
Value of In-Kind Contributions	\$
Total Program Cost	\$

8. Time Lines

Program Start Date: _____

Program Completion Date: _____

9. Legal Entity Documentation: The lead applicant must also provide a copy of its current certificate of status as proof that it is a legal entity. This is not required if the lead applicant is an individual or the lead applicant has been incorporated by legislation (e.g. municipalities, conservation authorities).

10. Certification:

As the representative of the lead applicant, I hereby certify to the Province of Ontario that the information contained in this application and associated program proposal and other attached documents are true and complete in all respects to the best of my knowledge. If the Province of Ontario discovers that this application contains a material misrepresentation, it shall be deemed to be ineligible for funding and will be withdrawn immediately by the lead applicant.

I agree to provide any additional information that the Province of Ontario or its authorised administrator

may reasonably require for purposes of assessing this application and administering the Ontario Drinking Water Stewardship Program.

I certify that the recipient as identified in this application is a validly existing legal entity (legislated or incorporated organization or an individual).

I certify I have the full power and authority to enter into the Agreement and have taken all necessary actions to authorize the execution of the Agreement.

I certify that funding for which I have applied and/or will be applying from all sources for this program does not total more than 100% of the estimated program cost.

It is an offence to make a false application.

Signing Authority Name:

Title:

Signature (Required)

Date:

13. Past Funding Awards and Success (as of Date):

Funds Received – Funds Delivered – Funds Committed = Funds Available

Year - Funds	Funds - Received	Funds – Delivered	Funds - Committed	Funds - Available	Projects Completed	Projects Committed
2007/08 Early Actions	\$	\$	\$	\$		
2008/09 Early Actions	\$	\$	\$	\$		
Total						
2007/08 Education & Outreach	\$	\$	\$	\$		
2008/09 Special Projects (20%)	\$	\$	\$	\$		
Total	\$	\$	\$	\$		

14. Early Actions Projects Costs

Early Actions Component	Estimated Number of Projects	Estimated Cost/Project	Total Cost
Septic system upgrades & repairs			
Well decommissioning & upgrading			
Run off & erosion protection measures & additional best management practices			
Pollution prevention reviews for small & medium sized businesses			
Total			

15. Program Delivery & Communications Plan: *Describe a clear, focused communications plan that supports the source water protection program of the Ministry and includes the following:*

- *focused targeted audience(s)*
- *communication tools and techniques to reach audience(s)*
- *appropriate key message(s)*

16. Program Communications & Delivery Plan Deliverables/Tasks/Time Line: *Provide a description of each deliverable, associated task(s) to be completed and the completion date. Task should include detail of number of proposed deliverables per task, i.e. number of workshops, number of brochures, etc.*

Program Deliverable	Task	Completion Date

17. Program Communications & Delivery Plan Costs: Provide a detailed itemized cost breakdown of all costs by each deliverable listed above (i.e. salaries, hours/days at rate/hour/day; per deims; units/cost; etc. Also applicants must delineate by task, costs as requested, in-kind or from other sources.

Program Deliverable	Task	Cost for each Task
Sub Total Deliverable Cost		
Sub Total Deliverable Cost		
Sub Total Deliverable Cost		
Total		

18. Total Costs:

Activity	Total Cost
Early Actions Projects	\$
Early Actions Delivery	\$
Total Funding Request	\$
In Kind Applicant and /or Program Delivery Parties Contribution	\$
Total Program Costs	\$

19. Roles and Responsibilities: Describe the relative roles and responsibilities of each participating party:

Participating Party	Roles and Responsibilities

20. Program Management: Details on program management process that are in place to ensure:

- Program costs are controlled
- Milestones are met
- The program timeline is met
- Governance framework for the administration and distribution of funds to project applicants meets the project requirements set out in four Early Action modules
- Competitive process(es) that will be employed to acquire goods and/or services and
- An explanation of how estimated costs and salary rates were established.

21. Attachments: Attachments should also include letter(s) of support for the program from other parties e.g. program delivery parties, municipalities. Other supporting materials may be submitted by the applicant.

Appendix 3 – Grant Funding Agreement

GRANT FUNDING AGREEMENT

THE AGREEMENT made in duplicate is effective as of **[insert date]**,

B E T W E E N :

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

(the “**Province**”)

- and -

[Legal Name of Recipient]

(the “**Recipient**”)

Background:

The Province funds programs for the purposes of providing Ontario’s local landowners with financial assistance for the implementation of drinking water source protection best management practices.

The Recipient has applied to the Province for funds to support a Program to provide local landowners with this financial assistance.

The Province desires to fund the Recipient for the Program.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 **INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;

- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 27.1.

“Budget” means the budget attached to the Agreement as Schedule “B”.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Force Majeure” has the meaning ascribed to it in Article 25.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“GST” means goods and services tax pursuant to the *Excise Tax Act* (Canada).

“Indemnified Parties” means her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees.

“Maximum Funds” means \$ [insert amount].

“Notice” means any communication given or required to be given under Agreement.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the undertaking described in Schedule “A”.

“Reports” means the reports described in Schedule “D”.

“**Timelines**” means the Program schedule set out in Schedule “A”.

“**Wind Down Costs**” means the Recipient’s reasonable costs to wind down the Program.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program; and
- (c) any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement including **[for bands as defined under the Indian Act, add:** “passing a band resolution authorizing the Recipient to enter into the Agreement with the Province”] **[for Municipalities add:** “passing a municipal by-law authorizing the Recipient to enter into the Agreement with the Province”].

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the term of the Agreement, by-laws or other legally necessary instruments to:

- (a) establish an expected code of conduct and ethical responsibilities at all levels of the Recipient’s organization;
- (b) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (c) establish decision-making mechanisms;
- (d) provide for the prudent and effective management of the Funds;
- (e) establish procedures to enable the successful completion of the Program;
- (f) establish procedures to enable the timely identification of risks to the completion of the Program and strategies to address the identified risks;

- (g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on [enter expiry date] unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROGRAM

4.1 **Funds Provided.** The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “C”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1, the Province:

- (a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- (b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) pursuant to the provisions of the *Financial Administration Act* (Ontario), if the Province does not receive the necessary appropriation from the Ontario

Legislature for any payment the Province is obligated to make under the Agreement, the Province shall not be obligated to make any payment, and:

- (i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Program; or
- (ii) the Province may terminate the Agreement pursuant to section 13.1.

4.3 Use of Funding and Program. The Recipient shall:

- (a) carry out the Program:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program;
- (b) use the Funds only for the purpose of carrying out the Program; and
- (c) spend the Funds only in accordance with the Budget.

4.4 No Changes. The Recipient shall:

- (a) not make any changes to the Program, the Timelines and/or the Budget without the prior written consent of the Province; and
- (b) abide by the terms and conditions the Province may require pursuant to any consent.

4.5 Account. If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an account in the name of the Recipient at a Canadian financial institution.

4.6 Interest. If the Recipient earns any interest on the Funds:

- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds: or
- (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.7 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 GST. The Recipient shall not use the Funds for any GST costs for which it has or will receive a rebate, tax credit, input tax credit or refund.

4.9 Intellectual Property. The Province is not the owner of any intellectual property generated as a result of the Agreement.

ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6
CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) 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 Program and the use of the Funds.

- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Province may reasonably prescribe as a result of the disclosure.

ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
 - (b) submit to the Province at the address provided in section 18.1, any other reports requested by the Province in accordance with the timelines and content requirements specified by the Province;

- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province, may at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Program and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Program.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form reasonably requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 No Control of Records. No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.(1) of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Program using the statement provided below:

“This program has received funding support from the Ontario Ministry of the Environment. Such support does not indicate endorsement by the Province of Ontario of the contents of this material.”

- 8.2 **Publication.** If the Recipient publishes any material of any kind relating to the 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 those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds 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; and
 - (d) a 30 day written notice of cancellation, termination or material change.

Note: for universities substitute the above language in section 11.1 with the following:

- 11.2 **Comprehensive General Liability Insurance.** The Recipient shall put in effect and maintain, with Insurers acceptable to the Province for the duration of the Agreement, at its own expense, all the necessary and appropriate insurance that a prudent person in the business of the Recipient would maintain including, but not limited to, Comprehensive General Liability Insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement. [the university language ends here]
- 11.3 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the Wind Down Costs, and:
 - (i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is obligated to make under the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination.** If the Province terminates the Agreement pursuant to

section 13.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not be required to provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall constitute an “**Event of Default**”:

- (a) in the opinion of the Province, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Province;
- (b) in the opinion of the Province, the Recipient breaches any material requirement of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Program;
 - (ii) use or spend Funds; and/or
 - (iii) provide Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (c) the nature of the Recipient’s operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
- (d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (e) the Recipient ceases to operate; and
- (f) an event of Force Majeure that continues for a period of 60 days or more.

14.2 **Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further installments of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Province;
- (g) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (h) terminate the Agreement immediately upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, the Province may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as the Province considers reasonable; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may initiate any one or more of the actions provided for in sections 14.2 (d), (e), (f), (g), and (h).

14.5 **Effective Date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

**ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR**

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:
- (a) demand the return of the unspent Funds; or
 - (b) adjust the amount of any further instalments of Funds accordingly.

**ARTICLE 16
FUNDS UPON EXPIRY**

- 16.1 **Funds Upon Expiry.** Without limiting any rights of the Province under Article 14, the Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

**ARTICLE 17
REPAYMENT**

- 17.1 **Debt Due.** If the Recipient owes any monies, including any Funds, to the Province, whether or not their return or repayment has been demanded by the Province, such monies shall be deemed to be a debt due and owing to the Province by the Recipient and the Recipient shall pay or return the amount to the Province immediately unless the Province directs otherwise.
- 17.2 **Interest Rate.** The Province 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.
- 17.3 **Payment of Monies to Province.** The Recipient shall pay any monies owing to the Province by cheque payable to the “Ontario Minister of Finance” and mailed to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Province and the Recipient respectively as set out below:

To the Province:

Ministry of the Environment
Insert Branch / Region office
insert address of Ministry

Attention: insert person's name or position

Fax: fill in

To the Recipient:

Insert name of Recipient

Insert address of Recipient

Attention: insert person's name or position

Fax: fill in

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19 SEVERABILITY OF PROVISIONS

19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

20.1 **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 in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21 INDEPENDENT PARTIES

- 21.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

- 23.1 **Governing Law.** The 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 arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 24 FURTHER ASSURANCES

- 24.1 **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 25.1 **Force Majeure Means.** For the purposes of the Agreement, “**Force Majeure**” means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party’s performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 25.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;

- (c) confiscation and other similar action by government agencies;
- (d) lawful act by a public authority; and
- (e) strikes, lockouts and other labour actions,

if such events meet the test set out in section 25.1.

25.3 Force Majeure Shall Not Include. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees;
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

25.4 Failure to Fulfil Obligations. Subject to section 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfil the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 26 SURVIVAL

26.1 Survival. The provisions in Article 1, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(c), (d), (e), (f) and (g), Articles 16, 17, 18, 19, 23, 26, 27 and 29, and all applicable Definitions, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 27 SCHEDULES

27.1 Schedules. The Agreement includes the following schedules:

- (a) Schedule "A" - Program Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment Schedule; and

(d) Schedule "D" - Reports.

ARTICLE 28 COUNTERPARTS

28.1 **Counterparts.** The 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 instrument.

ARTICLE 29 ENTIRE AGREEMENT

29.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

29.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement as of the Effective Date.

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

Name:
Title:

Pursuant to delegated authority.

[Legal Name of Recipient]

Name:
Position:

Name:
Position:
I/We have authority to bind the Recipient.

SCHEDULE "A"

PROGRAM DESCRIPTION AND TIMELINES

A1. DEFINITIONS

In Schedule "A" the following words shall have the following meanings:

"**Ministry**" means the Source Protection Programs Branch of the Ontario Ministry of the Environment presided over by the Province.

A2. BACKGROUND

[fill in]

A3. PROGRAM OBJECTIVE

[fill in]

A4. RECIPIENT OBLIGATIONS

[fill in]

A4.x Timelines

The following are the timelines for the Program:

Program Initiative (Work)	Date

A4.x Program Participants

The Program will be undertaken by the following participants/program team members:

Participant Name & Title	Organization	Role / Responsibility

SCHEDULE "B"

BUDGET

ELIGIBLE EXPENDITURE	AMOUNT
insert budget line items here	\$
	\$
	\$
	\$
	\$

SCHEDULE "C"

PAYMENT SCHEDULE

Pursuant to Section 4.1(b) of the Agreement, the following is the payment schedule:

PAYMENT DATE OR MILESTONE	AMOUNT
Following Province execution of Agreement evidencing approval of Recipient Program application	\$
when [describe second milestone] OR on [enter date]	\$
when [describe third milestone] OR on [enter date]	\$
when [describe fourth milestone] OR on [enter date]	\$
when [describe fifth milestone] OR on [enter date]	\$

SCHEDULE “D”

REPORTS

Name of Report	Due Date
1. Additional Funding Reports	An on-going obligation of the Recipient following the Recipient’s receipt of additional funding for the Program
2. Interim Progress Report	[insert date]
3. Financial Progress Report	[insert date]
4. Final Report	[insert date]
5. Other Reports as specified from time to time	On a date or dates specified by the Province.

Report Details

1. The Additional Funding Reports will set out:

- (i) names of other funding parties and details of their financial contributions including amount and brief description of work covered.

2. The Interim Progress Report will set out:

- (i) actions undertaken to the date of the report and how they relate to the objectives of the Program;
- (ii) any Program milestones achieved within the reporting period and show how Program objectives / expectations have been met;
- (iii) set out any variances from the Program schedule, the reasons for such variances and the strategy used to correct the variances and achieve the Program objectives;
- (iv) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province;
- (v) a copy of all Program-related press releases, media coverage, education and outreach materials produced, media coverage, etc; and

- (vi) include a statement which identifies the number, or estimated number, of members of the public that were reached (attended events, received mailings, etc.) through each communication initiative identified in the communication plan.

3. The Financial Progress Report will set out:

- (i) an interim accounting of all Program expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, or as otherwise agreed to by the Province confirming actual Program expenditures and providing an explanation for any variances from the Budget;
- (ii) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Program that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Ministry and from any other organization; and
- (iii) whether or not the Program as described in the Agreement can be completed.

4. The Final Report will:

- (i) discuss Program objectives / expectations, confirming that Program objectives / expectations were met, setting out lessons learned;
- (ii) include a final accounting of all Program expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, or as otherwise agreed to by the Province, confirming actual Program expenditures and providing an explanation for any variances from the Budget;
- (iii) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (iv) include a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Program that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Ministry and from any other organization;
- (v) include a statement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province confirming Recipient compliance with the terms and conditions of the Agreement;
- (vi) a copy of all Program-related press releases, media coverage, education and outreach materials produced, media coverage, etc; and
- (vii) include a statement which identifies the number, or estimated number, of members of the public that were reached (attended events, received mailings, etc.) through each communication initiative identified in the communication plan.

5. Other Reports:

- (i) the Province will specify the timing and content of any other Reports as may be necessary.

Appendix 4 – Application Check List

Other Information and Final Check List

Before submitting an application, the Ministry recommends that you complete the following checklist to ensure that your application is complete and ready for submission:

- I have read the Ontario Drinking Water Stewardship Program Request for Grant Proposals – Early Actions.
- I have completed all of the sections required in the “Application Form: Early Actions” at Appendix 1 and “Program Proposal” at Appendix 2 and attached additional information if applicable.
- I have attached with the application a copy of the lead applicant’s current certificate of status as proof that it is a legal entity. This is not required if the lead applicant is an individual or the lead applicant has been incorporated by legislation (e.g. municipalities, conservation authorities).
- I have attached a copy of the procurement policy that will be followed when purchasing goods and services for this program where applicable.
- The start date for programs dependent on Ontario Drinking Water Stewardship Program funding is a minimum of 60 days following the application period deadline date. The program will be completed on or before December 31, 2010.
- I understand and agree that all work on the program shall be carried out in compliance with all federal, provincial, and municipal laws and regulations, and any orders, rules, or by-laws related to any aspect of the program.
- I understand that if successful, the lead applicant will be required to sign an agreement, in the form set out at Appendix 3 of the Request for Ontario Drinking Water Stewardship Program Grant Proposals, with the Province of Ontario, which specifies the terms and conditions of funding.
- I have submitted six (6) signed hard copies of the completed application and program proposal and answered all of the applicable questions and requests for information and submitted the application by mail or courier. An electronic copy of the application will be sent to **SourceProtectionFunding@ontario.ca**