

FUNDING AGREEMENT

BETWEEN HIS MAJESTY THE KING IN RIGHT OF CANADA

as represented by the Minister of the Environment who is responsible for the Department of the Environment ("Environment and Climate Change Canada" or "ECCC")

AND The Corporation of the City of Brampton
("Recipient")

Project Title: Donnelly Ponds Shoreline Restoration Project

Whereas the Environmental Damages Fund has received funds from a court award or fine related to the enforcement of The Canadian Environmental Protection Act, 1999, for the purpose of projects related to the conservation, protection, or restoration of the environment in the Province of Ontario, with priority for projects in or near the Lake Ontario, Erie or Huron;

Whereas ECCC wishes to achieve restoration or improvement of the environment, research and development and/or education and awareness where the incident or damage occurred, in a cost effective way and in accordance with conditions specified by the courts or other compensation regimes;

Whereas the Recipient is eligible and has the capacity to carry out the Project;

Whereas the Recipient shall not generate profit as a direct result of the Project directly supported by this Agreement;

Whereas ECCC wishes to provide financial assistance to the Recipient to enable it to undertake the Project;

Whereas ECCC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, ECCC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of April 1, 2024;

Whereas the financial payments to the Recipient shall not directly result in ECCC acquiring a good or service from the Recipient; and,

Whereas this Agreement is the instrument under which ECCC's contribution shall be made;

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, ECCC and the Recipient ("Parties") agree as follows:

1. **DEFINITIONS**

Unless the context otherwise requires:

"Agreement" - means this document along with the appendices and schedules in the following list which together form an integral part of this Agreement, and together constitute the entire Agreement between the Parties, superseding all previous Agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Appendix A – General Terms and Conditions,
- Appendix B – Project Cashflow and ECCC Funding,
- Appendix C – Payment Request Form,
- Appendix D – Reporting Templates,
- Appendix E – Communications Protocol,
- Appendix F – Project Workplan and Indicators, which describes the Project in more detail.

“ECCC Contribution” means the contribution referred to in Section 5a).

“Eligible Expenditure” means an expenditure incurred by the Recipient between April 1, 2024 and the Agreement End Date, according to the terms and conditions of Section 6.

“Fiscal Period” means the period or part of the period commencing April 1 and ending March 31 of any year during the Agreement.

“In Kind Contribution” means the cash-equivalent contribution in the form of a useful and valuable good, service or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

“Project” means the project, activities or initiatives described in Section 4a) and detailed in Appendix F – Project Workplan and Indicators.

“Total Canadian Government Funding” means the total cash and in-kind funding available to the Recipient for the Project from federal, provincial, territorial and municipal governments.

“Total Contribution” means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project, as set out in Section 5b).

2. DURATION

This Agreement comes into effect on the date of last signature ("Effective Date") and ends on March 31, 2026 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement.

The Project shall be completed by the Agreement End Date.

3. PURPOSE & EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of ECCC's Contribution to the Recipient.

ECCC's Contribution shall enable the Recipient to improve water quality, restore degraded aquatic and terrestrial habitats, foster community engagement, and raise city-wide awareness for Donnelly Ponds.

This Agreement supports the objectives of ECCC's Departmental Results Framework with the expected result(s) of:

- Natural environments affected by environmental damage are restored.
- Awareness and understanding related to environmental damage restoration or compliance with environmental regulations is increased.

4. ACTIVITIES, PROJECT OR INITIATIVE BEING FUNDED

- a) In order to achieve the expected results, the Recipient shall undertake the Project. The ECCC Contribution shall support, in whole or in part, the Project activities which are detailed in Appendix F.
- b) In compliance with Part VII of the Official Languages Act, ECCC has established that within this Project the recipient will undertake the specific activities below in favour of official language minority communities and/or to promote the use of both English and French in Canadian society:

COMMUNICATION

- Offer project materials (brochures, kits, handouts, newsletters, reports, etc.) in both official languages
- Have directional and educational signs produced in both official languages

5. MAXIMUM AMOUNT OF CONTRIBUTION

- a) ECCC agrees, subject to the terms and conditions of this Agreement, to contribute towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project, up to a maximum amount of \$251,750 cash.
- b) The Total Contributions secured or provided by the Recipient for the Project is \$702,750.
- c) Of this total, the Total Canadian Government Funding (cash and in-kind) is \$417,750 which represents 59% of the Total Contributions (cash and in-kind).

The Recipient may be required to repay any funds where the percentage of Total Canadian Government Funding has been exceeded or where funding provided from other sources exceeds the amount anticipated at the time the contribution was made. ECCC reserves the right to consequently amend this Agreement to reflect any changes to the Project, duration or other sections of this Agreement; ECCC may also reduce the financial contribution or, as relevant, request a repayment.

- d) By the Effective Date the Recipient provided, and ECCC accepted, a Project cashflow for the duration of the Project as set out in Appendix B. ECCC's cash contribution shall be based on the agreed upon cashflow requirements of Appendix B.

The maximum amounts available for each Fiscal Period shall be confirmed or amended annually by both ECCC and the Recipient upon review of the cashflow requirements, as set out in Appendix B.

- e) The Recipient may request the reallocation of ECCC funding between Fiscal Periods and between Eligible Expenditure categories, without requiring an amendment to this Agreement, provided the reallocation does not result in an increase in ECCC's maximum contribution for the entire Project as set out in Section 5. a). The recipient shall request such a reallocation by submitting an updated Project cashflow to ECCC. With ECCC's approval the revised Project cashflow shall be considered an update to the figures in Appendix B.

6. ELIGIBLE EXPENDITURES

- a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in this Agreement are met by the Recipient, at the satisfaction of ECCC:
 - Contractors
 - Material and supplies expenditures

- Equipment rentals
- The eligible expenditures above include any GST/HST that is not reimbursable by the Canada Revenue Agency and any PST not reimbursable by the Provinces

No overhead shall be included in the eligible expenditures in this Section.

- b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by ECCC prior to the time the expenditures are incurred.

7. BASIS AND METHOD OF PAYMENT

a) Basis of Payment

Within the limits of Section 5 of the Agreement and Section 17 of Appendix A, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with ECCC's policies and the applicable laws relating to financial administration, as amended from time to time, ECCC agrees to pay the Recipient up to the maximum amount specified in Section 5a).

b) Method of Payment

i. The Recipient is eligible to receive payments for ECCC's Contribution stated in Appendix B upon receipt and acceptance by ECCC of an accounting of the Eligible Expenditures directly incurred to-date by the Recipient for the purposes of undertaking the Project.

ii. The Recipient shall submit to ECCC requests for reimbursement of Eligible Expenditures using the prescribed form provided in Appendix C.

iii. Requests for reimbursement may be submitted to ECCC at any time during the Fiscal Period, but usually not more frequently than four times per Fiscal Period.

c) Final Payment

During the final Fiscal Period ECCC shall withhold some or all of ECCC's Contribution allocated to the final Fiscal Period as detailed in Appendix B. ECCC shall issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by ECCC of the final report(s) required by Section 8. The Recipient shall submit the request for final payment with the final report(s) required by Section 8.

8. REPORTING

a) Financial Reporting

Cash Flow Statement

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed to a cashflow statement for the entire period specified in Section 2, as detailed in Appendix B.

By March 31 of each year, both Parties shall review and agree to the quarterly cashflow requirements pertaining to the following twelve months. Any changes to the cashflow statement that do not result in a change to the total ECCC Contribution in a Fiscal Period shall be signed by both Parties and appended as an update to this present Agreement. Any changes to cashflow requirements that necessitate changes to other sections of this Agreement shall require an amendment to this Agreement, signed by both Parties.

Financial Forecasting

By September 10 and December 10 of each Fiscal Period the Recipient shall provide a financial forecast of the expenditures pertaining to the balance of the Fiscal Period.

Annual Reporting

The Recipient shall, no later than 30 days after the end of each Fiscal Period, provide an annual financial report including:

- an annual Project income and expenditure summary which shall identify all sources and use of the Project funds during the Fiscal Period;
- a statement detailing the use of ECCC Contributions provided during the Fiscal Period, including an explanation of any financial variances.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a final financial report including:

- a Project income and expenditure summary which shall identify all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of ECCC's Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

Certification / Attestation

All Financial Reports submitted by the Recipient shall be certified by a senior officer of the Recipient's organization (such as a CEO or CFO) attesting to the correctness and completeness of the financial information provided.

b) Project Activity Progress Reporting

Project Description

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed upon a Project description for the entire period specified in Section 2.

By March 31 of each year, both Parties shall review and agree to the Project pertaining to the following 12 months. Any changes to the Project may constitute an amendment to this Agreement which shall be approved, in writing, by both Parties.

Ongoing Communication

The Recipient shall make all reasonable efforts to respond to ad-hoc requests by ECCC for information on Project progress. The Recipient shall also advise ECCC immediately of any substantial events that could impact the Project timeline or cashflow requirements.

Annual Reporting

The Recipient shall, no later than 30 days after the end of each Fiscal Period, provide an annual progress report on the Project and progress made in achieving the results, as set out in Sections 3 and 4.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a Project Performance Report with Project highlights, description of outcomes with respect to results set out in Section 3, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

- c) The Recipient shall provide the reports required by Section 8 using the templates provided by ECCC in Appendix D, or an alternative format as pre-approved by ECCC.

9. COMMUNICATIONS AND REQUESTS FOR PAYMENT

- a) Any request for payment or notice or other formal communication between the Parties shall be:
 - i. scanned and sent by email; or
 - ii. delivered personally; or
 - iii. mailed by registered mail, return receipt requested.

for ECCC:

Environment and Climate Change Canada
Patricia Leyenaar, Program Officer
Funding Programs – East and Central Region
45 Alderney Drive, 16th Floor
Dartmouth, Nova Scotia, B2Y 2N6
patricia.leyenaar@ec.gc.ca

for the Recipient:

The Corporation of the City of Brampton
Karley Cianchino, Environmental Project Specialist
2 Wellington St.
Brampton, Ontario
Canada, L6Y 4R2
karley.cianchino@brampton.ca

- b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by registered mail, it shall be deemed to have been received by the Parties on the fifth business day following the day it is so mailed, or on the day it is received whichever is earlier. If the notice is sent by email, it shall be deemed to be received as of the date of the transmission.

10. SIGNATURES

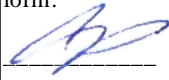

The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

For The Corporation of the City of Brampton

By:  _____ Nash Damer
Acting Commissioner Andria Oliveira Treasurer

Title: _____
Commissioner, Planning, Building and Growth Management Treasurer

Signature: _____

Approved as to form:  Legal Services Nov. 25, 2024	Approved as to Content:  PBGM Nov 25, 2024
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Document execution authorized by Administrative Authority By-Law No.: 216-2017

I represent and warrant that I am duly authorized to bind The Corporation of the City of Brampton

Signed this 3rd day of December, 2024

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of the Environment and Climate Change who is responsible for Environment and Climate Change Canada

By: Tristan-E. Landry

Title: Regional Director General - East and Central Region

Signature: _____

Signed this ____ day of _____, 20____

APPENDIX A
GENERAL TERMS AND CONDITIONS

1. ALLOCATION

ECCC may, in accordance with Section 10d) of Appendix A, reduce or terminate the ECCC Contribution in response to a restructuring or re-ordering of the federal mandate and responsibilities that impact on the ECCC Program under which this Agreement is made.

2. PERSONS NOT TO BENEFIT AND LOBBYISTS

The Recipient warrants that:

- a) no current or former public servant or public office holder to whom the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes;
- b) no member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public;
- c) no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement by the Recipient;
- d) it has not employed any person to solicit or secure this Agreement upon any Agreement for commission, percentage, brokerage or contingent fee; and,
- e) it and any person lobbying on its behalf to obtain the contribution under this Agreement or any benefit hereto related and who is required to be registered pursuant to the Lobbying Act, is registered pursuant to that Act.

3. LIABILITY

The Recipient shall indemnify and save harmless Canada, ECCC, its officers, servants and agents from and against all liability, loss, damages, costs and expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and from all claims, demands, actions, or any other proceeding whatsoever and by whomever made, for personal injury, death, environmental effect or property damage, arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default or delay in performance of the Recipient's obligations under this Agreement.

ECCC shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project for which the contribution is provided.

4. AUDIT

ECCC may request, at its sole discretion and its own expense, that an audit of the Recipient's Project, be conducted at any point in time. The audit will be carried out by an independent accredited auditor and will be in accordance with the audit scope determined by ECCC.

5. REPAYMENT

An amount paid by Canada as part of the ECCC Contribution or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement shall be repayable to Canada and until repaid constitutes a debt due to Canada. ECCC shall deduct any such amount from subsequent payments of the ECCC Contribution or, if such amount is determined in or after the final Fiscal Period, the Recipient shall repay the amount within thirty (30) days of receiving written notification by ECCC. Interest shall be due and payable in accordance with the Interest and Administrative Charges Regulations SOR/96-188 made under the federal Financial Administration Act.

6. RECORDS

The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto for a period of six years after the expiration or early termination of the Agreement.

7. ACCESS TO RECORDS AND INFORMATION

Subject to applicable access and privacy legislation and case law, the Recipient shall allow representatives of ECCC to have access to any records, information, databases, audit and evaluation reports and such information that may be in any way relative to the project, as ECCC may request during the life of the Agreement or within six years after its early termination or expiration.

8. ACCESS TO PREMISES

The Recipient agrees to give access to ECCC, by giving a five business day notice to the Recipient, to visit the premises or site where the Project is being carried out in order to review and assess the progress of the Project and compliance with the Agreement. The Recipient will provide such access only when the Recipient has control of the site or premises and authority to grant access.

9. CONSENT TO DISCLOSURE

The Recipient consents to the public disclosure by ECCC of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the Access to Information Act R.S.C. 1985, c. A-1. It is expressly agreed that ECCC may disclose, among other information, the following elements of information:

- Name of the Recipient;
- Maximum amount of the contribution;
- Purpose of the Agreement;
- Activities to be undertaken under the Agreement;
- Duration of the Agreement; and
- Analysis, audit and evaluation reports relating to the Project performed by either of the Parties.

10. DEFAULT, REMEDIES, TERMINATION BY REASON OF DEFAULT AND REDUCTION OR TERMINATION AT ECCC'S DISCRETION

a) Default

ECCC may declare a default under this Agreement if any of the following events occur:

- the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on a business or is subject to an order made or resolution passed for the winding-up of the operations of the Recipient;
- the Recipient has submitted false or misleading information to ECCC or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to ECCC's satisfaction;
- ECCC, at its discretion concludes, pursuant to a review of any of the financial reports submitted pursuant to Section 8, that a material discrepancy exists between the actual revenues and expenditures incurred by the Recipient to date and the forecast amounts set out in Appendix B or between the results attained by the Recipient to date and those that could reasonably be expected to have been attained at that point in time;
- the Recipient is no longer eligible under the eligibility requirements of the ECCC Program;
- the Recipient fails to complete the Project on the terms and conditions herein; and/or
- the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

b) Remedies

If ECCC declares that an event of default has occurred, ECCC may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more the following remedies:

- reduce the ECCC Contribution level;
- suspend the payment of any amount in respect of ECCC Contribution; or
- require the Recipient to repay all or part of the ECCC Contribution disbursed, with interest, calculated in accordance with the Interest and Administration Charges Regulations, SOR/96-188 from the date of demand for repayment.

The fact that ECCC refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right by ECCC shall not prevent ECCC in any way from later exercising any other remedy or right under this Agreement or other applicable law.

c) Termination by Reason of Default

- In the event of default, ECCC may immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient. ECCC may also exercise any lawful remedy that ECCC deems appropriate.
- Notwithstanding the foregoing, ECCC reserves the right, where ECCC determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, to send a written notice of default specifying a cure period of no less than thirty (30) days from the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide ECCC with proof of the cure within that delay. If at the end of the cure period, the Recipient has failed to cure the default, ECCC may proceed to give the Recipient written notice of default and termination of this Agreement, and ECCC may also exercise any other lawful remedy that ECCC deems appropriate.

d) Reduction or Termination at ECCC's Discretion

- At any time before the completion of the Project, ECCC may, by giving notice in writing to the Recipient, reduce the ECCC Contribution or terminate this Agreement.
- In the case of a reduction to the ECCC Contribution, the reduction notice shall give the Recipient sixty (60) days written notice of that reduction in the ECCC Contribution. Subject to the maximum amount of the ECCC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the reduction notice, ECCC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the reduction. The Parties understand that any such reduction may affect the full implementation of the Project which may require amending the Agreement in accordance with Section 23 of Appendix A.
- In the case of termination of this Agreement, the termination notice shall give the Recipient sixty (60) days written notice of the termination. Subject to the maximum amount of the ECCC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the termination notice, ECCC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the notice of termination. The funding obligations of ECCC shall cease as of the effective date of termination.

11. NO PARTNERSHIP

The Parties acknowledge no principal-agent, employer-employee, partnership or joint venture is created by virtue of this Agreement and that the Recipient shall not represent itself as an agent, employee or partner of ECCC, including in any Agreement with a third party.

12. CONFLICT OF INTEREST

The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in a real and/or apparent conflict of interest. The Recipient shall immediately notify ECCC, in writing, should any real and/or apparent conflict of interest exist or arise that could have a direct impact on ECCC's contribution to the Project.

13. COMMUNICATIONS

13.1. COMMUNICATIONS PROTOCOL

The Parties will comply with Appendix E (Communications Protocol).

13.2. RECOGNITION OF ECCC'S CONTRIBUTION

The Recipient will acknowledge ECCC's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to ECCC, unless ECCC communicates in writing to the Recipient that this acknowledgement is not required.

13.3. PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by ECCC:

- a) its name, the amount awarded by ECCC, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

In compliance with Part VII of the Official Languages Act, ECCC has established that within this Project positive measures can be taken in favour of official language minority communities and/or to promote the use of both English and French in Canadian society.

The Recipient therefore agrees to make services and benefits available in both official languages in accordance with Section 4 of this Agreement.

In particular,

Any publications, communications and/or services offered in relation to the Project intended for members of the public should be provided in both official languages. Furthermore, the Recipient shall ensure that a reasonable effort is made to encourage official language minority communities' representation and involvement in the Project.

14. CONFIDENTIALITY

- a) "Confidential Information" means confidential, private or secret information in all material forms and however fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives) that is disclosed by the Parties to each other during discussions, telephone calls, meetings, tests, demonstrations, correspondence, any other exchange, communication or otherwise under this Agreement and includes, without limitation:
 - all scientific, technical, business, financial, legal, marketing or strategic information;
 - information that is non-public, protected, privileged or proprietary in nature, which may have actual or potential economic value, in part, from not being known; and
 - information that is related to activities pursuant to this Agreement, irrespective of whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.

The responsibility rests with the disclosing Party to clearly mark all Confidential Information as "confidential", "private", "secret", "protected", or equivalent wording.

- b) Confidential Information disclosed under this Agreement shall remain the exclusive property of the disclosing Party and the disclosure of the Confidential Information to the receiving Party shall in no way be deemed to be a grant of a license or a proprietary right.
- c) The receiving Party shall use the Confidential Information solely for the purposes for which it is disclosed, as indicated in writing by the disclosing Party at the time of disclosure, and for no other purposes.

- d) Unless the disclosing Party gives to the receiving Party its prior written consent to disclosure, the receiving Party shall keep confidential, hold in confidence, safeguard and not disclose the Confidential Information to third parties.
- e) The receiving Party shall use all reasonable efforts and take such action as may be appropriate to prevent the unauthorized use or disclosure of, and to preserve the confidentiality of, all Confidential Information, including, without limitation:
- ensuring that the Confidential Information is disclosed only to those: who have a need to know for the purposes of this Agreement; who are subject to a contractual duty of confidentiality; and who are properly instructed to maintain the Confidential Information in confidence; and
 - safeguarding all Confidential Information against theft, damage or access by unauthorized persons by all reasonable means, including, without limitation, visitor control, controlled photocopier access, computer firewalls, secure computers, and physical security of facilities and computer networks.
- f) The receiving Party shall promptly notify the disclosing Party in writing if it has reason to believe that unauthorized use, possession, acquisition, dissemination or disclosure of any Confidential Information has occurred, and the receiving Party shall use its reasonable endeavours to cooperate with any appropriate action taken by the disclosing Party to protect such Confidential Information.
- g) Upon termination of this Agreement or upon either Party's request, all Confidential Information in any form, including without limitation, any hard or electronic copies, shall be promptly returned to the disclosing Party or destroyed without reviewing any copies or excerpts thereof. The receiving Party shall have no right to continue any use of or disclose the Confidential Information in any way, whatsoever.
- h) Nothing in this Agreement shall be interpreted so as to preclude ECCC from disclosing information that ECCC may be required or ordered to disclose pursuant to any applicable federal laws, including, without limitation, the Access to information Act, R.S. 1985, c. A-1, the Privacy Act, R.S. 1985, c. P-21 or judicial order.

15. PRIVACY AND PERSONAL INFORMATION

The Parties shall conduct their activities in accordance with applicable legislation dealing with the protection of the privacy and personal information of individuals. For greater certainty, the Recipient shall ensure that its employees, agents and contractors are made fully aware of their obligations to protect personal information.

16. SUPPORTING DOCUMENTATION

The Recipient shall provide ECCC, as and when requested, all supporting documentation ECCC deems appropriate to enable ECCC to review and accept any request for payment. In such case, ECCC shall advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

17. IMPACT ASSESSMENT

The Recipient represents and warrants that the Project is not a "designated project" as defined in section 2 of the Impact Assessment Act (S.C. 2019, c. 28, s. 1) (IAA) and is not a "project" as defined in section 81 of the IAA. ECCC's funding under this Agreement is conditional upon ECCC being satisfied that ECCC's obligations, if any, under the IAA and applicable agreements between ECCC and Indigenous groups are met.

18. DUTY TO CONSULT

The Recipient acknowledges that Canada's funding is conditional upon Canada being satisfied that Canada's obligations, if any, with respect to the legal duty to consult with, and if applicable, accommodate, Indigenous peoples are met. If a legal duty to consult on the part of Canada arises during the implementation of this Agreement, Canada reserves the right to take appropriate actions as required with respect to this Agreement to ensure its obligations are met.

19. SUSTAINABLE DEVELOPMENT

The Recipient shall plan and implement the Project in a manner that promotes sustainable development and ensures the protection of the environment to the greatest extent possible.

20. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation.

- a) Any Intellectual Property Rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient.
- b) The Recipient hereby grants to ECCC a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all Intellectual Property Rights that vest in the Recipient under 20a), for any public purpose except commercial exploitation in competition with the Recipient. ECCC's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property.
- c) The Recipient shall further be responsible for providing to ECCC upon request, a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., 1985, c. C-42), from every author that contributes to the intellectual property which is subject to copyright protection.

21. DISCLAIMER

The Recipient shall include the following disclaimer in any public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and web sites when the Recipient expresses a view or opinion specifically relating or referring to the Project.

"The views expressed herein are solely those of The Corporation of the City of Brampton."

« Les opinions exprimées dans ce document sont celles de / de la / du / d' / des The Corporation of the City of Brampton. »

22. SETTLEMENT OF DISPUTES

The Parties agree that any matter in dispute under this Agreement shall first be referred to senior officers of the Parties. If the matter cannot be resolved, it shall be submitted to a mediator as agreed upon by both Parties. The Parties shall bear the expenditures directly related to the mediation process equally.

23. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties, while this Agreement is in force.

24. SURVIVAL OF TERMS

All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or the expiration of this Agreement until they are satisfied or until they expire by nature.

The following sections shall survive the termination of this Agreement:

- Agreement, Section 7 c) – Final Payment
- Agreement, Section 8 – Reporting
- Appendix A, Section 3 – Liability
- Appendix A, Section 4 – Audit
- Appendix A, Section 5 – Repayment
- Appendix A, Section 6 – Records
- Appendix A, Section 7 – Access To Records And Information
- Appendix A, Section 10 – Default, Remedies, Termination by Reason of Default, and Reduction or Termination at ECCC's Discretion
- Appendix A, Section 20 – Intellectual Property Rights
- Appendix A, Section 24 – Survival Of Terms

25. WAIVER OF RIGHTS

The waiver of any rights following any breach of any representation, warranty, covenant, obligation or Agreement shall not be deemed to be a waiver of any further breach. No waiver is effective unless in writing.

26. LEGALITY

The Recipient shall ensure that the Project be conducted in compliance with all applicable laws.

APPENDIX B
Project Cashflow and ECCC Funding

2024-2025

Project Cashflow

Project Funding		TOTAL		
Contributor	Contributor Type	Cash	In-Kind	All Funding
Environmental Damages Fund	Environment and Climate Change Canada	60,000		60,000
City of Brampton	Municipal Government	5,000	15,000	20,000
Toronto and Region Conservation Authority (TRCA)	Other	50,000		50,000
Total Project Funding		115,000	15,000	130,000

Project Costs

Project Costs		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Contractor fee associated with hiring a consultant to provide a detailed design for the site (planning of the berm, viewing nodes and culvert)	Contractors	60,000		60,000
City of Brampton staff involved in planning/design and implementation. Includes: Environmental Specialist, Manager x2, Coordinator x2, Director	Salaries and Wages		15,000	15,000
TRCA staff involved in planning/design and implementation. Includes: Senior Project Manager, Project Manager, Coordinator, Environmental Technologist, Assistant Environmental Technician, Site Supervisor, Lead Hand, Crew Lead, Field Staff	Salaries and Wages	50,000		50,000
Community engagement materials for Open House, Catchbasin Art Project, Water quality workshop, and Water Quality & Ecology Book Collection (refreshments, books, handouts, paint, garbage bags, sprinkles, crushed pavement, brushes, cloth, etc.)	Material and supplies expenditures	5,000		5,000
Total Project Funding		115,000	15,000	130,000

ECCC Funding

ECCC Funding		Apr, May, Jun	Jul, Aug, Sep	Oct, Nov, Dec	Jan, Feb, Mar	TOTAL		
Expenditure Detail	Expenditure Category	Cash	Cash	Cash	Cash	Cash	In-Kind	All Funding
Contractor fee associated with hiring a consultant to provide a detailed design for the site (planning of the berm, viewing nodes and culvert)	Contractors			20,000	40,000	60,000		60,000
Total Expenditures		0	0	20,000	40,000	60,000	0	60,000

2025-2026

Project Cashflow

Project Funding		TOTAL		
Contributor	Contributor Type	Cash	In-Kind	All Funding
Environmental Damages Fund	Environment and Climate Change Canada	191,750		191,750
City of Brampton	Municipal Government	110,000	36,000	146,000
Toronto and Region Conservation Authority (TRCA)	Other	235,000		235,000
Total Project Funding		536,750	36,000	572,750

Project Costs

Project Costs		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Contractor fee associated with hiring a consultant to provide a detailed design for the site (planning of the berm, viewing nodes and culvert)	Contractors	20,000		20,000
City of Brampton staff involved in planning/design and implementation. Includes: Environmental Specialist, Manager x2, Coordinator x2, Director	Salaries and Wages		36,000	36,000

TRCA staff involved in planning/design and implementation. Includes: Senior Project Manager, Project Manager, Coordinator, Environmental Technologist, Assistant Environmental Technician, Site Supervisor, Lead Hand, Crew Lead, Field Staff	Salaries and Wages	175,437		175,437
Shoreline restoration and riparian planting materials including erosion and sediment control, stone, wood, native trees/shrubs, etc.	Material and supplies expenditures	226,313		226,313
Community engagement materials for Open House, Catchbasin Art Project, Water quality workshop, and Water Quality & Ecology Book Collection (refreshments, books, handouts, paint, garbage bags, sprinkles, crushed pavement, brushes, cloth, etc.)	Material and supplies expenditures	2,500		2,500
Equipment rental charges for shoreline restoration works including heavy machinery, operator and float charges (hydraulic backhoe, crawler, rock truck, tracked skideer, etc.)	Equipment rentals	100,000		100,000
Translation of project communications to French, and Brampton top 5 languages	Management and professional service expenditures	1,000		1,000
Advertising, printing of promotional/educational material, printing of storybook for Storybook Walk, and communication materials design and production, etc.	Communication and printing, production, and distribution expenditures	1,000		1,000
Corporate surcharge and other administrative fees	Overhead	10,000		10,000
Honorariums for Indigenous Knowledge Keeper to host Water Ceremony, Indigenous Network and artist	Other expenditures	500		500
Total Project Funding		536,750	36,000	572,750

ECCC Funding		TOTAL		
Expenditure Detail	Expenditure Category	Cash	In-Kind	All Funding
Contractor fee associated with hiring a consultant to provide a detailed design for the site (planning of the berm, viewing nodes and culvert)	Contractors	20,000		20,000
Shoreline restoration and riparian planting materials including erosion and sediment control, stone, wood, native trees/shrubs, etc.	Material and supplies expenditures	71,750		71,750
Equipment rental charges for shoreline restoration works including heavy machinery, operator and float charges	Equipment rentals	100,000		100,000
Total Expenditures		191,750	0	191,750

Grand Total

Project Cashflow		TOTAL		
Contributor	Contributor Type	Cash	In-Kind	All Funding
Environmental Damages Fund	Environment and Climate Change Canada	251,750		251,750
City of Brampton	Municipal Government	115,000	51,000	166,000
Toronto and Region Conservation Authority (TRCA)	Other	285,000		285,000
Total Project Funding		651,750	51,000	702,750

Project Costs		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Contractor fee associated with hiring a consultant to provide a detailed design for the site (planning of the berm, viewing nodes and culvert)	Contractors	80,000		80,000

City of Brampton staff involved in planning/design and implementation. Includes: Environmental Specialist, Manager x2, Coordinator x2, Director	Salaries and Wages		51,000	51,000
TRCA staff involved in planning/design and implementation. Includes: Senior Project Manager, Project Manager, Coordinator, Environmental Technologist, Assistant Environmental Technician, Site Supervisor, Lead Hand, Crew Lead, Field Staff	Salaries and Wages	225,437		225,437
Shoreline restoration and riparian planting materials including erosion and sediment control, stone, wood, native trees/shrubs, etc.	Material and supplies expenditures	226,313		226,313
Community engagement materials for Open House, Catchbasin Art Project, Water quality workshop, and Water Quality & Ecology Book Collection (refreshments, books, handouts, paint, garbage bags, sprinkles, crushed pavement, brushes, cloth, etc.)	Material and supplies expenditures	7,500		7,500
Equipment rental charges for shoreline restoration works including heavy machinery, operator and float charges (hydraulic backhoe, crawler, rock truck, tracked skideer, etc.)	Equipment rentals	100,000		100,000
Translation of project communications to French, and Brampton top 5 languages	Management and professional service expenditures	1,000		1,000
Advertising, printing of promotional/educational material, printing of storybook for Storybook Walk, and communication materials design and production, etc.	Communication and printing, production, and distribution expenditures	1,000		1,000
Corporate surcharge and other administrative fees	Overhead	10,000		10,000
Honorariums for Indigenous Knowledge Keeper to host Water Ceremony, Indigenous Network and artist	Other expenditures	500		500
Total Project Funding		651,750	51,000	702,750

ECCC Funding		TOTAL		
Expenditure Detail	Expenditure Category	Cash	In-Kind	All Funding
Contractor fee associated with hiring a consultant to provide a detailed design for the site (planning of the berm, viewing nodes and culvert)	Contractors	80,000		80,000
Shoreline restoration and riparian planting materials including erosion and sediment control, stone, wood, native trees/shrubs, etc.	Material and supplies expenditures	71,750		71,750
Equipment rental charges for shoreline restoration works including heavy machinery, operator and float charges	Equipment rentals	100,000		100,000
Total Expenditures		251,750	0	251,750

Final Payment

During the final Fiscal Period ECCC shall withhold a minimum of 10.0% of ECCC's Contribution allocated to the final Fiscal Period as detailed in Section 7c) of the Agreement.

APPENDIX C

Recipient Payment Request Form

Click here to generate stand-alone Payment Request Form

SECTION 1: Recipient and Project Identification

Project Number:	EDF-ON-2023g002	Claim #:		Final Payment?:		SAP Vendor Number	387953
Recipient Name:	The Corporation of the City of Brampton						
Project Title:	Donnelly Ponds Shoreline Restoration Project						
Address:	2 Wellington St., Brampton, Ontario, Canada, L6Y 4R2						
Contact Name:		Contact Phone Number:					
Email Address:		Change in direct deposit info:					
Fiscal Year:		Claim Period:		to			
Payment Method		Recipient's Reference/Invoice # (if applicable):					

SECTION 2: Accounting for Eligible Expenditures Paid this Fiscal Year

Expenditure Type	Current Accounting	Previous Balance	Total for this Fiscal Year
TOTAL Eligible Project Costs			

SECTION 3: Advances

	Amount
Advance limit for current fiscal year (from section 7 of your agreement)	(b)
Advance(s) already issued	(c)
Advance(s) previously accounted for (excluding amount from Section 2 above)	(d)
Advance(s) to be accounted for in Section 2 above	(e)=lesser of (a) and (c)-(d)
Advance that is unaccounted for	(f)=(c)-(d)-(e)
Current available advance limit	(g)=lesser of (b)-(f) and (h)-(i)
Advance requested (see note below)	Must be less than or equal to (g)

Note: You must clearly demonstrate the need for any advance. Provide an updated cashflow, if it has changed since the last time submitted to ECCC. You should also provide other supporting documents to demonstrate the need for an advance, clearly indicating a gap between the timing of the project costs and the funding received from all project funders.

SECTION 4: Payment Amount

This Payment	Requested
Reimbursement of Eligible Expenditures Requested	
Advance Payment Requested	
Payment to be Issued	

SECTION 5: Payment Summary

	Current Fiscal Year
Total ECCC Funding	(h)
Total of previous advance payments and reimbursements	(i)
Current payment (from Section 4 above)	
Total Payments	
Balance of ECCC Funding Available	

SECTION 6: Recipient Certification

I hereby certify that the information provided in this form is accurate and that (1) any reimbursement requested or accounting for advance is for an eligible expenditure as defined by the Agreement and/or (2) any advance requested will be used in accordance with the Agreement.

Name and Title (Print) Signature Date

DEPARTMENTAL USE ONLY

Verified By _____ Certified Pursuant to s.34 of the FAA

_____ Name	_____ Date	_____ Name (print)	_____ Signature	_____ Date
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Invoice Number: EDF-ON-2023g002 - Funds Commitment: EDF-ON-2023g002

Financial Coding:	Line of Coding (Fund - F/A - GL - FC/CC - Order - WBSE)	Commitment Line #	Amount
	7030 - PAM8 - 57104 - SE0359 - 7002273 -		

APPENDIX D
Reporting Templates

Further to Section 8 - Reporting of the Agreement, ECCC has attached to this Agreement, or will provide under separate cover, the following templates which are to be used to meet the reporting requirements of this Agreement.

Financial Reporting - Section 8a)

Reporting Requirement	Template or Documentation Required
Financial Forecasting	ECCC will contact the Recipient directly to obtain the required information
Final Reporting	Final Reporting template (for both Financial and Activity results reporting)

In addition, Appendix C - *Request for Payment Form* is to be used for all requests for reimbursement of expenditures, as stated in Section 7, "Basis and Method of Payment" in the Agreement

Project Activity Reporting - Section 8b)

Reporting Requirement	Template or Documentation Required
Final Reporting	Final Reporting template (for both Financial and Activity results reporting)

- ECCC may revise these reporting templates and will provide the Recipient with updated templates in a timely basis.
- As stated in "Ongoing Communication" in Section 8b) of the Agreement, ECCC may request that the Recipient provide information on the financial and/or activity progress of the project, in addition to the reports required by this Agreement.

Appendix E – Communications Protocol

1. Purpose

- a) The Communications Protocol:
 - i) outline the roles and responsibilities of the Parties to this Agreement with respect to communications activities and products related to the Project funded under this Agreement (“Project”); and
 - ii) guide the planning, development, and implementation of communications activities and products related to the Project to ensure clear, consistent, and coordinated communications to the Canadian public.
- b) The provisions outlined in this Communications Protocol apply to all communications activities and products related to the Project under this Agreement.

2. Guiding principles

- a) Communications activities and products (joint and individual) will follow the respective communications policies of the Parties to ensure that Canadians receive consistent information about the Project and its benefits.
- b) Where appropriate, the Parties should organize joint communications about the Project that will inform Canadians through clear, consistent, and coordinated public information activities.
- c) Communications activities and products related to the Project will start only once the Agreement is signed and can be planned through the duration of the Project. This can include the initial funding announcement, progress updates, and/or the completion of the Project.

3. Communicating with the public

- a) Distribution of communications activities and products should not occur without the prior knowledge and agreement of the Parties.
- b) The Recipient should discuss their needs and timelines with ECCC as soon as they start planning any communications strategy.
- c) Either Party may request a joint announcement, and the Recipient should give ECCC a reasonable notice of at least fifteen (15) business days.
- d) Unless otherwise agreed to by ECCC, any communications products and activities must recognize the financial support of ECCC and the Recipient (see Section 8 below for more information about Funding recognition and signage).

4. Joint communications

- a) Each Party can request the other to participate in joint communications about the funding of the Project in the form of a formal public announcement. This could include a press conference, a public announcement, a news release, or social media publication. However, ECCC shall be the lead organizer for joint communications.
- b) Joint communications related to the Project under this Agreement shall not occur without the prior knowledge and agreement of the Parties.
- c) Unless otherwise agreed to by ECCC, all joint communications activities and products approved by the Parties shall recognize the financial support of ECCC and the Recipient.
- d) If the communications activity is a public event, it should take place at a mutually agreed-upon date, time, and location. The requesting Party should provide an equal opportunity for the other Party to participate and choose their own designated representatives.
- e) ECCC has an obligation to communicate in English and French as per the federal *Official Languages Act*. ECCC's communications activities and products related to events must be bilingual, and must include the Canada wordmark, as well as the other Party's, or Parties', logos. In such cases, ECCC will provide, at its sole cost, the translation services.
- f) The conduct of all joint communications will follow the respective communications policies of both ECCC and the Recipient.

5. Individual communications

- a) Notwithstanding Section 4 (Joint Communications) of this Communications Protocol, the Parties retain the right to meet their individual obligations, if any, to communicate information to Canadians about the Project through their individual communications.
- b) The Parties may include general Project messaging and examples of Project-related activities funded in their individual communications.
- c) The Parties will not unreasonably restrict the use of such content by the other Party, and if web or social media based, from linking to it (see Section 8 below for more information about Funding recognition and signage).
- d) The Recipient is required to consult with ECCC prior to creating communications products to determine the appropriate recognition of federal funding. Where any communications products are created to promote or communicate progress on the Project, the communications products may be required to recognize federal funding through:
 - i) the use of the Canada wordmark and the following wording: "This [Project] is funded in part by the Government of Canada." and/or
 - ii) the use of a digital sign (using the template to be provided by Canada).

6. Operational communications

a) The Recipient is solely responsible for operational communications with respect to the Project, including calls for tender, work and public safety notices, reports, and internal newsletters. ECCC does not need to be informed of operational communications.

7. Media relations

a) When the Recipient wants support on media relations questions, they should send them to both the media relations desk at media@ec.gc.ca, and to their ECCC representative.

b) Both Parties can receive and reply to media requests on the Project. The media questions may be the same for both ECCC and the Recipient, or they may be adapted. Each Party has the responsibility to reply directly to the questions, but they can consult the other Party to share insights, and confirm approaches and content to be shared.

8. Funding recognition and signage

a) Unless otherwise agreed to by ECCC, any communications products and activities under this Agreement must acknowledge the financial support of ECCC and the Recipient. Should funding recognition or signage be deemed appropriate by both Parties, the Recipient should communicate with ECCC to determine how best to acknowledge the financial support of ECCC and receive related materials.

b) The Recipient may produce and install a physical sign, as appropriate, to recognize the financial support of ECCC and the Recipient. If the Recipient wishes to produce and install a sign, they must contact ECCC who will verify the content meets its guidelines and approve the application of the Government of Canada federal identity.

c) Digital signage may also be used in addition to, or in place of, a physical sign in cases where a physical sign would not be appropriate due to the Project type, scope, location, or duration.

d) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, the plaque or marker may need to include recognition of the financial support of ECCC and be approved by ECCC.

9. Advertising campaigns

a) Recognizing that advertising in media, including but not limited to newspapers, television, radio, mobile devices, the Internet, and any other digital medium can be an effective means of communicating with the public, ECCC and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Project. Such a campaign shall respect the provisions of this Agreement, including the requirement to acknowledge the Parties' funding. The sponsoring Party of such a campaign shall inform the other Party of its intention at least twenty (20) business days prior to the campaign launch.

b) Public acknowledgement of financial support in advertising campaigns will be discussed between both Parties and agreed to prior to the launch of the advertising campaign to ensure appropriate application of acknowledgment text and the Parties' respective identifiers on communications products and activities.



Appendix F – Project Workplan and Indicators

Project number: EDF-ON-2023g002

Project Title: Donnelly Ponds Shoreline Restoration Project

Project Objective
<p>The objectives of the Donnelly Ponds Shoreline Restoration Project are to improve water quality, restore degraded aquatic and terrestrial habitats, foster community engagement, and raise city-wide awareness for Donnelly Ponds.</p> <p>This project will complete habitat restoration works over 5 ha of pond area and actions will include:</p> <ul style="list-style-type: none"> • Repair 50m of berm and trail which bisects the two ponds; • Replace 1 blocked culvert that is causing flooding and creating a risk of trail and berm failure; • Install 2 viewing nodes to improve public access and passive recreation opportunity; • Restore 250m of shoreline habitat through the creation of an improved emergent zone with habitat features and aquatic vegetation; • Complete 0.5 ha of invasives management surrounding the pond and infill with native trees and shrubs; and • Create 900m² of improved turtle nesting habitat adjacent to the ponds.

Expected Performance Results and Performance Measurement

Category	Indicators	Unit Measure	Target	Year 1	Year 2	Year 3	Year 4
Restoration	Number of hectares where restoration activities have been implemented	# of hectares	5	/	5	/	/
Research and Development	Number of partners engaged.	# of partners	11	/	11	/	/
Education and Awareness	Percentage of target audience that confirmed modification in behavior as a result of project activities.	% of target audience	75	/	75	/	/
Education and Awareness	Number of participants attending project activity(ies).	# of people	300	/	300	/	/
Education and Awareness	Number of participants attending project activity(ies) related to learning	# of people	50	/	50	/	/

Project Work Plan

Project Activity	Timeframe day/month/year
<p>Planning and Design for Restoration Works:</p> <ul style="list-style-type: none"> • Begin project planning and design for the implementation of the shoreline and in-water restoration works. This work includes utility locates, geotechnical 	1/09/2024-31/03/2025



<p>investigation, topographic and bathymetric surveys, applying for any necessary permits and approvals, developing a draft restoration design for review by the City of Brampton.</p>	
<p>Community engagement planning:</p> <ul style="list-style-type: none"> • Conduct a stakeholder scan, and then confirm list of key stakeholders and project partners and obtain their letters of support. • Short-list potential locations for a Catchbasin Art Project at adjacent properties. • Determine logistics for using Recreation Centre for open house and develop templates for open house materials. • Determine site criteria and logistics for a Water Ceremony. • Develop Water Quality Workshop. • Determine how the Heart Lake Turtle Troopers' engagement activities and turtle monitoring work can be incorporated. • Confirm timelines and requirements for select communication activities, develop a project webpage and draft digital/print communication materials. 	<p>1/9/2024-31/03/2025</p>
<p>Implementation – Shoreline Restoration Work and Riparian Planting:</p> <ul style="list-style-type: none"> • Create construction staging zone and float in construction equipment. • Tree removals, where required and invasive species management. • Installation of sediment and erosion control and construction fencing around ponds. • Material deliveries: sand, gravel, rock, culvert pipe. • Topographic and bathymetric contouring to create wide emergent zones and deep pockets around ponds. • Installation of shoreline habitat features and turtle nesting beaches. • Repair berm and replace blocked culvert and trail which bisects the two ponds • Dig out and construct 2 viewing nodes. • Seeding and planting of emergent zone and riparian areas with aquatic wetland plants, and trees and shrubs. 	<p>1/4/2025-31/3/2026</p>

Communication Activity	Timeframe day/month/year
<p>Community Engagement Implementation Part 1:</p> <ul style="list-style-type: none"> • Host the Open House at Donnelly Ponds Recreation Centre to share project information and gather feedback from the community on their experience of and priorities for Donnelly Ponds. 	<p>1/11/2024-1/03/2025</p>
<p>Community Engagement Implementation Part 1:</p> <ul style="list-style-type: none"> • Host Book Collection to support the community in gaining knowledge of local ecology, water quality protection and ecological restoration by utilizing resources available at the local library. 	<p>1/1/2025-11/1/2025</p>
<p>Community Engagement Implementation Part 1:</p> <ul style="list-style-type: none"> • Confirm catchbasin location near Donnelly Ponds. 	<p>1/1/2025-11/1/2025</p>
<p>Community Engagement Implementation Part 1:</p> <ul style="list-style-type: none"> • Develop a Call for Artists to distribute in part 2 of the community engagement plan. 	<p>1/1/2025-11/1/2025</p>



Community Engagement Implementation Part 1: <ul style="list-style-type: none"> Collaborate with Heart Lake Turtle Troopers on Turtle monitoring with volunteers for the project. 	1/1/2025-11/1/2025
Community Engagement Implementation Part 1: <ul style="list-style-type: none"> Promote project information through various print and digital avenues outlined in the communications plan. 	1/1/2025-11/1/2025
Community Engagement Implementation Part 2: <ul style="list-style-type: none"> Secure artists and volunteers to lead the design and painting of a catchbasin. 	1/1/2025-11/1/2025
Community Engagement Implementation Part 2: <ul style="list-style-type: none"> Conduct a community planting event after the shoreline restoration works are complete and host a water ceremony to offer the community perspectives on the project and importance of water quality protection, through the lens of Traditional Indigenous Knowledge. 	1/1/2025-11/1/2025
Community Engagement Implementation Part 2: <ul style="list-style-type: none"> Continue turtle monitoring and review results at end of project. 	1/1/2025-11/1/2025

Capital Assets

Tangible assets acquired for the completion of the project costing over \$10,000.

Description	Disposition at Project Termination	Estimated Value

Other Project Conditions

The expenses related to assembly of infrastructure including labour costs and equipment rentals are not eligible under EDF. Installation of the culvert and viewing nodes will not be covered by EDF funds.