THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 09-125

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A FUNDING AGREEMENT BETWEEN THE COALITION OF CANADIAN TRAILS ORGANIZATIONS, OPERATING UNDER THE NAME OF THE NATIONAL TRAILS COALITION, AND THE CORPORATION OF THE CITY OF PETERBOROUGH TO FACILITATE FUNDING UNDER THE NATIONAL TRAILS INFRASTRUCTURE PROGRAM

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

That the Mayor and Clerk be hereby authorized to execute an agreement with the Coalition of Canadian Trails Organizations, operating under the name of the National Trails Coalition, attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 14th day of September, 2009

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk
This Funding Agreement made as of August 13, 2009

BETWEEN: COALITION OF CANADIAN TRAILS ORGANIZATIONS, OPERATING UNDER THE NAME OF THE NATIONAL TRAILS COALITION

AND THE CORPORATION OF THE CITY OF PETERBOROUGH (the "Recipient").

Each a "Party" and collectively referred to as the "Parties,"

WHEREAS the Government of Canada provided $25 million to the National Trails Coalition ("NTC") under Canada's Economic Action Plan to mitigate against the impacts of the global economic recession by investing in recreational trail infrastructure projects that can start and be substantially completed in fiscal year 2009-2010;

WHEREAS NTC has received a funding application from the Recipient that is included as Schedule A to this Agreement and this application has been approved for funding by the Board of Directors of NTC;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, NTC and the Recipient hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"Agreement" means this Funding Agreement and Schedules A, B, C, D, and E as may be amended from time to time.

"Eligible Costs" means costs of projects that are eligible for funding under the terms of this Agreement.

"Recipient Requirements" means those requirements described in Schedule B hereto.

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"Funds" means the funds made available by NTC to the Recipient pursuant to this Agreement.

"Project" means the project described in the application submitted by the Recipient and included as Schedule A to this Agreement.

"Regional Advisory Committee" means the members of a provincial or territorial committee of NTC who advise the Board of Directors of NTC on all matters related to the NTC program.
with respect to their province or territory.

"Substantial Completion" occurs when the Project can be used for the purpose for which it
was intended.

"Third Party" means any person or legal entity, other than a Party, who participates in the
implementation of an Eligible Project.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties. No prior document,
negotiation, provision, undertaking or agreement in relation to the subject of the Agreement
has legal effect. No representation or warranty express, implied or otherwise, is made by NTC
to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the date this Agreement is signed by all Parties and
shall terminate on September 30, 2010, unless subject to early termination in accordance with
this Agreement.

1.4 SURVIVAL

The Parties' rights and obligations set out in this Agreement which is required to give effect to
the termination or to its consequences shall survive the expiry or early termination of this
Agreement.

1.5 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made
and all financial data to be submitted will be prepared, in accordance with the Generally
Accepted Accounting Principles in effect in Canada.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a framework for the transfer of Funds to the
Recipient for investment in recreational trail infrastructure.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY NTC

a) NTC agrees, subject to the terms and conditions of this Agreement, to pay Funds to the
Recipient of not more than $120,000 in Fiscal Year 2009-2010.

b) Provided there is no default under the terms of section 5.3 of this Agreement, Funds will be
paid as follows:

i. The first payment will be made upon signing of this Agreement and will not exceed
fifty percent (50%) of Funds.

ii. The second payment will be made according to the Recipient's cash-flow
projections as supported by the Recipient's reports to NTC. This payment will not
exceed twenty percent (20%) of Funds.

iii. The third payment will be made according to the Recipient's cash-flow projections
as supported by the Recipient's Solemn Statement of Substantial Completion of the
project. This payment will not exceed twenty percent (20%) of Funds.

iv. The final payment will be made upon the Government of Canada's acceptance of a
final audited report on the entire NTC funding program and will constitute the
balance of Funds. The balance of Funds (the "Holdback") will be released when NTC fulfills its obligation to the Government of Canada for a final audited report. This report will include a confirmation that all Projects have filed a solemn declaration of Substantial Completion.

c) The Parties acknowledge that NTC's role is limited to making a financial contribution to the Recipient and that NTC will have no involvement in the subsequent operation of any Project. NTC is neither a decision maker nor an advisor to the Recipient.

3.2 COMMITMENTS BY THE RECIPIENT

The Recipient agrees to complete the Project in a diligent and timely manner but in no event later than March 31, 2010.

3.3 DISCLOSURE OF OTHER FUNDING AND ADJUSTMENTS

The Recipient agrees to inform NTC of all financial assistance received for the Project. If NTC's total financial assistance toward any Project exceeds fifty percent (50%) of total Eligible Costs, or if the total financial assistance received or due in respect of Eligible Costs exceeds 100 percent (100%) thereof, NTC may recover the excess from the Recipient or reduce Funds by an amount equal to the excess.

3.4 CONDITIONAL FUNDING

A payment due by NTC under this Agreement is conditional on receipt of funding from the Government of Canada.

3.5 PROJECT START DATE

The Recipient agrees to launch the Project within thirty (30) days of the coming into force of this Agreement, failing which NTC may terminate this Agreement by providing a thirty (30)-day written notice to the Recipient.

3.6 USE OF FUNDS

(a) The Recipient agrees that it shall record Funds into a separate and distinct account, pending payment for Eligible Costs in accordance with the terms of this Agreement.

(b) The Recipient agrees to pay Funds solely in respect of Eligible Costs identified in Schedule B.

(c) In accordance with the terms and conditions of this Agreement, all Eligible Costs must be incurred by March 31, 2010. NTC may be reimbursed, in whole or in part, for Funds advanced or paid for any Project which has not been substantially completed ("Substantial Completion"), at the time of final payment.

4. CONTRACT PROCEDURES

4.1 AWARDING OF CONTRACTS

The Recipient agrees to ensure that all contracts for the supply of services or materials to the Project will be awarded and managed in a way that is transparent, competitive and consistent with value for money principles; and in accordance with the Agreement on Internal Trade. Furthermore, the Recipient agrees that it will obtain three (3) quotes for all contracts that it awards in excess of fifteen thousand dollars ($15,000). In addition, the Recipient agrees that it will issue tenders for all contracts of one hundred thousand dollars ($100,000) or more.
Contract splitting to circumvent these requirements will not be permitted.

4.2 CONTRACT PROVISIONS

The Recipient will ensure that all contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to ensure that all contracts include provisions to ensure that:

a) proper and accurate accounts and records are maintained and that NTC has the contractual right to audit them;

b) all applicable labour, environmental and human rights legislation is respected; and

c) NTC, the Government of Canada and the Auditor General of Canada, to the extent permitted by law, will, at all times, be permitted to inspect the terms of the contract and any records and accounts respecting the Project and will have free access to the Project site and to any documentation relevant for the purpose of audit and that a representative of the Government of Canada may, if necessary, actually conduct such audit.

4.3 CONFLICT OF INTEREST

a) The Recipient and any of its contractors, advisors, partners, directors, officers, employees, agents or volunteers shall not engage in any activity where such an activity may create a conflict of interest.

b) The Recipient acknowledges that use of confidential information regarding this program shall constitute a conflict of interest situation.

c) A conflict of interest shall also include a situation in which a person associated with the NTC program and any member of his or her immediate family or close associate benefits financially from his or her involvement in the NTC program. However, nothing in this section shall prevent volunteers from receiving reasonable out of pocket expenses incurred in connection with the NTC program.
5. DISPUTE RESOLUTION

5.1 DISPUTE RESOLUTION

The Parties agree to use best efforts to resolve potential disputes in good faith and reasonably. If an issue arises, the members of the Regional Advisory Committee shall examine it together as soon as possible and in any event within twenty (20) business days within receipt of notice of such contentious matter. Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.

5.2 WAIVER

A Party may waive any of its rights under this Agreement only in writing, and any tolerance or indulgence demonstrated by the Party will not constitute a waiver. Unless a waiver is executed in writing, the Party will be entitled to seek any remedy available under this Agreement or otherwise at law.

5.3 EVENTS OF DEFAULT

A declaration of default may be made by NTC if the Recipient:

a) has submitted false or misleading information to NTC or made a false or misleading representation, except for an error in good faith, demonstration of which is incumbent on the Recipient, to NTC’s satisfaction;

b) has not complied with any condition, undertaking or material term of this Agreement;

c) has neglected or failed to pay NTC any amount due in accordance with this Agreement;

d) becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors, or goes into receivership or bankruptcy; or

e) is wound up or dissolved.

NTC will not declare that an Event of Default has occurred unless NTC has given notice to the Recipient of the condition or event which in NTC’s opinion constitutes an Event of Default and the Recipient has failed, within thirty (30) days of receipt of the notice, either to correct the condition or event complained of or to demonstrate, to the satisfaction of NTC, that it has taken such steps as are necessary to correct the condition, and has notified NTC of the rectification.

5.4 REMEDIES ON DEFAULT

If NTC declares that an Event of Default has occurred, NTC may exercise one or more of the following remedies:

a) suspend any obligation by NTC to contribute or continue to contribute to the Recipient including any obligation to pay an amount owing prior to the date of such suspension to the extent that it relates to the event of default;

b) terminate any obligation of NTC to contribute or continue to contribute to the Recipient, including any obligation to pay any amount owing prior to the date of such termination to the extent that it relates to the event of default; and

c) require the Recipient to reimburse NTC all or part of the Funds paid by NTC to the Recipient.
6. REPORTING, AUDIT AND EVALUATION

The Parties agree that auditing and reporting activities will be undertaken in accordance with Schedule C - Reporting, Audit and Evaluation of this Agreement.

a) The Recipient agrees that the Auditor General of Canada may, at its own cost, after consultation with NTC conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to the use of funds. For the purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General,

   i. all records held by the Recipient, or by its agents or contractors relating to this Agreement and the use of the Funds; and

   ii. such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any of this Agreement or the use of the Funds.

7. COMMUNICATIONS

The Parties hereby agree to the following protocol regarding all communications related to the Project. This protocol applies to communications activities carried out jointly or separately by the signatories to this Agreement. The Recipient will be required to respect this section of the Agreement lest an 'Event of Default' be declared as per section 5.3.

7.1 GUIDING PRINCIPLES

7.1.1 NTC and the Recipient agree to undertake joint communications activities regarding the Project and collaborate on preparing communications products for those activities to ensure open, transparent, proactive and effective communications with Canadians. This transparency and accountability will be achieved through appropriate public communications activities that recognize the contributions of NTC and the Government of Canada.

7.1.2 Wherever possible, planning for such events requires fifteen (15) day notice to the other party. The Parties agree to do all possible to hold these joint events in a timely manner or agree on other means to effect that communication.

7.1.3 The Parties agree that all signage and public communications products including media releases produced pursuant to section 7.1.1 above will include the overarching Government of Canada brand as provided to the Recipient by NTC. All such material shall fairly reflect the contribution of the Government of Canada and NTC. This includes ensuring equal recognition and prominence where words, logos, symbols and other types of identification are incorporated into communications materials. All such public information material will be produced in both Official Languages (English and French) through assistance from NTC and the Government of Canada.

7.2 COMMUNICATING WITH THE PUBLIC

7.2.1 Public Communications

a) NTC and the Recipient agree to hold one or more events regarding the Project.
b) NTC and the Recipient may, from time to time, hold joint communications events of a regional or local scope during the life of this Agreement to outline milestones or important accomplishments.

c) In organizing these events, the Recipient shall consult with NTC regarding protocol. Messages and public statements for such events should be mutually agreed upon.

7.2.2 Signage and Reporting

a) NTC will provide a template for a permanent, English and French sign acknowledging the Government of Canada’s contribution that the Recipient shall install upon the completion of the project in compliance with Article 4 of Schedule D. NTC will provide guidance to the Recipient on the application of this Article.

b) The Recipient will include reporting on signage established and communications activities as per Article C.1.1.f of Schedule C to this Agreement. Such reporting should include digital photographs of work on projects that NTC will use in its public communications. Such photographs should be digital 596x304 pixels or larger, high resolution and in .jpg format.

7.2.3 Project Communication

a) NTC encourages the Recipient to promote this Project within its community or region and to acknowledge the contribution of the Government of Canada and NTC.

b) The Recipient is solely responsible for operational communications including calls for tender, construction, and public safety notices. Such operational communications are not subject to official language requirement.

c) During the construction of the Project, the Recipient will ensure that information is promptly shared with NTC on significant emerging media and stakeholder issues relating to the Project. Such issues could include serious injury, environmental issues, land ownership issues etc.

7.3 COST ALLOCATION

a) The Parties will each bear their own direct costs, e.g., staff time, transportation, per diems, etc. associated with communications activities related to this Project.

b) In planning the communications activities under section 7.1 above, the Parties will agree in advance who will pay which costs associated with any events.

8. INDEMNIFICATION

The Recipient agrees at all times to indemnify and save harmless the Government of Canada and NTC, its officers, servants, employees or agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to
or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

a) The Project;

b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, employees and agents, or by a third party, its officers, employees, or agents;

c) the design, construction, operation, maintenance and repair of any part of a Project;

d) any omission or other willful or negligent act of the Recipient or third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the act or negligence of an officer, employee, or agent of NTC in the performance of his or her duties;

e) the entering into by the Recipient or its servants, employees and agents of a loan, capital lease or other long term obligation in relation to a Project; and

f) any actions taken by NTC pursuant to this Agreement.

8.2 RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to NTC that:

a) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;

b) the Recipient has the requisite power (corporate and other) to carry on the activities as contemplated by the Agreement;

c) the execution and delivery of this Agreement by the Recipient, and the carrying out by it of all of the activities as contemplated hereby by the Recipient, have been duly authorized by all requisite corporate action;

d) the Recipient has full power to execute and deliver this Agreement and to perform its obligations hereunder;

e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court’s discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

i. violate the provisions of the Recipient’s by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;

ii. violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

iii. conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any
court or governmental agency which could materially and adversely affect the Recipient’s ability to carry out the activities contemplated by this Agreement;

h) all information submitted to NTC as set out in this Agreement is true, accurate and was prepared in good faith and to the best of its ability, skill and judgment.

9. GENERAL

9.1 DEBTS DUE TO NTC
The Recipient shall repay to NTC any and all disallowed costs, surpluses and overpayments made under and according to the terms of this Agreement. Any amount owed to NTC under this Agreement will constitute a debt due to NTC, which the Recipient agrees to reimburse NTC forthwith on demand.

9.2 INTEREST ON DEBTS DUE TO NTC
Debts due to NTC will accrue interest at the current prime rate of the Royal Bank of Canada.

9.3 SET-OFF BY NTC
Any debt due to NTC by the Recipient may be offset against any amounts payable by NTC to the Recipient.

9.4 NO BENEFIT
No member of the House of Commons or the Senate of Canada will be admitted to any share or part of any Contract made pursuant to this Agreement, or to any benefit arising from it.

9.5 NO AGENCY
No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between NTC and the Recipient or between NTC and a Third Party.

9.6 NO AUTHORITY TO REPRESENT
Nothing in this Agreement is to be construed as authorizing a Third Party to contract for, or to incur any obligation on behalf of, a Party or to act as agent for a Party.

9.7 ASSIGNMENT
The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of NTC. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without NTC’s express written consent is void.

9.8 COUNTERPART SIGNATURE
This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

9.9 VALUES AND ETHICS CODE
No person governed by any post-employment, ethics and conflict of interest guidelines or policies of the Government of Canada, NTC or the Recipient shall derive a direct benefit from this Agreement unless that person complies with the applicable provisions of the guidelines or policy.

9.10 SEVERABILITY
If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole
or in part it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

9.11 **LOBBYISTS AND AGENT FEES**

The Recipient:

a) warrants that any person it has hired, for payment, to speak to or correspond with any employee or other person representing NTC on the Recipient’s behalf, concerning any matter relating to the Funds under this Agreement or any benefit hereunder and who is required to be registered pursuant to the *Lobbying Act*, as amended, is registered pursuant to that Act; and

b) warrants it has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the Funds hereunder or negotiating the whole or any part of the terms of this Agreement. In the event of a breach of a) or b), NTC may either terminate this Agreement or recover from the Recipient the full amount of the compensation paid by the Recipient.

9.12 **AMENDMENTS**

This Agreement can only be amended in writing by the Parties.

9.13 **NOTICE DEEMED GIVEN**

Any notice, information or document provided for under this Agreement may be delivered or sent by letter, postage or other charges prepaid and will be deemed to have been delivered on receipt. A Party may change the address below by notifying the other Party in writing.

Any notice to NTC must be sent to:

National Trails Coalition
17C Lakeview Point Road
Dartmouth, Nova Scotia
B2Y 3H3

Any notice to the Recipient will be addressed to:

Mr. Tim Madill
City of Peterborough
500 George St. N
Peterborough, ON K9H 3R9

Each Party may change the address that it has stipulated by notifying the other Party of the new address in writing.

9.14 **COMPLIANCE WITH LAWS**

The Recipient agrees to ensure, in relation to its Project(s), that the requirements of all applicable laws, regulations, orders and orders in council, including environmental laws and regulations, are applied in all material respects, and that the requirements of all regulatory bodies are complied with.

9.15 **ACCESS**

The Recipient will ensure that NTC has reasonable access to its Project(s) for the purposes of
audit and evaluation.

9.16 **GOVERNING LAW**
This Agreement is governed by the laws applicable in the Province of Ontario.

9.17 **SUCCESSOR**
This Agreement is binding upon the Parties and their respective administrators and successors.
SIGNATURES

This Agreement has been executed on behalf of NTC and the Recipient by the following:

COALITION OF CANADIAN TRAILS ORGANIZATIONS operating as National Trails Coalition

THE CORPORATION OF THE CITY OF PETERBOROUGH

Original signed by: ____________________________

I (We) have the authority to bind the corporation.

Date: ____________________________

Original signed by: ____________________________

I (We) have the authority to bind the corporation.

Date: ____________________________

______________________________

I (We) have the authority to bind the corporation.

Date: ____________________________
SCHEDULE A – COPY OF APPLICATION
NTC 2009/2010 TRAIL GRANT APPLICATION FORM

Submitted by:

Organization Name: The Corporation of the City of Peterborough
Organization Address: 500 George St. N., Peterborough, ON K9H 3R9
Phone No: 705-742-7777 ext. 1744 Fax No: 705-742-5218
Date of Application: June 24, 2009
Name of Project Manager: Tim Madill
Email Address: tmadill@peterborough.ca

Project Title: Willowcreek Trail
Trail Project Category: | Snowmobile | ATV / ORM | X Non-motorized

Note: Applicants should review the Guidelines document in detail before completing this application form. It is available on the NTC website: www.ntc-canada.ca

1. Membership

To be eligible, an applicant must be a member in good standing of one of the provincial or territorial trails organizations that are listed on the NTC website. Please write the name of that organization below:

Ontario Trails Council Membership #09-695

To qualify, eligible organizations must demonstrate the following:

- Expertise in trail construction, upgrading, renovation and rehabilitation;
- Ability to complete the project prior to March 31, 2010.
2. Required Documents:

- Incorporation documents  
  enclosed as Attachment 1
- Evidence that incorporation status is in good standing  
  not applicable
- Proof of Directors & Officers insurance  
  enclosed as Attachment 2
- Proof of Comprehensive General Liability insurance  
  enclosed as Attachment 2
- Evidence of environmental approvals  
  sent in separate email as Attachment 3
- List of board members and the positions they hold  
  enclosed as Attachment 4
- List of member organizations (if applicable)  
  not applicable
- Letter of support from the provincial trail organization  
  forthcoming from Ontario Trails Council as per Patrick O’Connor

3. Total Project Cost:

- Project Cost $368,500 (excluding in-kind and volunteer contributions)
- Project Value $400,000 (including in-kind and volunteer contributions)

4. Amount Requested:

- Project Grant: $184,250 (50% of project cost)
5. Permitted Trail Uses: (check all that apply)

Motorized:
- Snowmobiling
- ATVing
- Off-road motorcycling

Non-motorized:
- Hiking, walking, running
- Cycling
- Horseback riding
- Cross country skiing, snowshoeing
- Other: wheelchair, in-line skating, rollerblading

6. Project Description

Please provide a detailed description of your project including its background.

**Description of Proposed Willowcreek Trail**

The proposed Willowcreek Trail is a 750 metre paved, barrier-free multi-use trail in the City of Peterborough. A map of the proposed trail is shown on the following page. The Trail would provide direct walking and cycling access from an “island” neighbourhood of 106 homes to a large plaza with a grocery store and pharmacy and then to the City’s trail system. The Willowcreek Trail would link directly to the Trans-Canada Trail and the Rotary Greenway Trail, which provide trail connections throughout the city.

**Geographic Context of Trail**

The Willowcreek subdivision, consisting of Willowcreek Boulevard, Laurie Avenue and Cardinal Drive, and the Willowcreek Plaza, was registered in 1988.

With respect to existing pedestrian facilities in the study area, the only pedestrian and cycling access to places other than the plaza directly adjacent to the neighbourhood is along Lansdowne Street, a high traffic, 5-lane arterial road. The Trans-Canada Trail is located only one kilometre away, but it is a daunting one kilometre.

The concept of a trail emerged when the City embarked on a study to improve storm water management in the area. The subdivision is adjacent to a provincially significant wetland and the wetland drains along Meade Creek to Little Lake, which is part of the Trent-Severn Waterway. In the report “Investigation of Stormwater Management Facilities for the Willowcreek Development Area, Environmental Study Report”, dated February 2008, by TSH Engineers Architects Planners (“TSH”), options for trail locations were considered.

The preferred alignment has been selected following public consultation and review of the limitations of the floodplain. The trail would travel south of Meade Creek, between Willowcreek Boulevard and Ashburnham Drive, with connection to the
existing trail on the west side of Ashburnham Drive via a pedestrian crossing at the south entrance into Beavermead Park.

6.1 Trail Management Expertise
It is important that applicants are experienced in trail construction, upgrading, renovation and rehabilitation. Please provide a detailed description of your previous experience in managing trail construction. Also address your plans for long-term management and maintenance of your trail project. Your volunteer support should also be described.

The City of Peterborough has been building, renovating and maintaining trails for over 50 years. Since 1995, the City has been involved directly and indirectly in the design and construction of 37 km of multi-use trails. The geography afforded by the Otonabee River and Trent-Severn Waterway, combined with abandoned rail lines, have created terrific opportunities for trail development within the City. With staff dedicated to improving the walking and cycling experiences in the City, Peterborough is uniquely positioned for a city of its size to work towards universal access to the trail system. The primary north-south and east west trails in the City connect into the rural areas surrounding the city, linking neighbouring towns and villages and providing a surprising variety of opportunities and experiences within an urban-rural environment.

One of the most popular trails in Peterborough is the Rotary Greenway trail, 20 kilometres of urban and rural trail enhanced with benches, historic, environmental and ecological signage. This multi-use trail has been constructed in sections over the past 15 years and is continually being upgraded with trail amenities. The Rotary Greenway Trail was developed with help from the Rotary Club, local bike shops and private donations. This trail travels from Trent University to the Village of Lakefield and would directly connect to the Willowcreek Trail.

6.2 Emphasis on Employment
A key objective of this program is job creation. Please estimate the project costs that are represented by wages or contracts that employ people. Also provide estimates of the type and number of jobs to be created and their tenure.

Immediate job creation would result from trail design and construction. It is estimated that 50% of the project costs are wages or contracts that employ people. However, the remaining project costs are related to material cost, which in turn has a labour component.

Based on the cost estimate of $368,500, direct job creation as a result of the Willowcreek Trail project is estimated at 29 person months employment (368,500*50% labour/ $75,000 annual wage and benefits*12months). The direct and indirect job creation resulting from this project is estimated at 59 person-months.
employment ($368,500/$75,000 annual wage and benefits*12months). This second figure takes into account the labour component to manufacture the materials used in the project.

6.3 Other Funds Raised
Under this program the maximum percentage of total project costs that may be contributed by the Government of Canada is 50%. The objective of this grant program is to maximize the investment in top quality trail projects. Applicants are encouraged to maximize other funds raised because that will facilitate an increase in total projects that could receive funding. Projects where the funding obtained from other sources is greater than 50% will be rated higher than similar projects at the 50% level.

Also please specify all other non-cash resources or in-kind contributions from all other sources (i.e. donations of materials, volunteer contributions) that will enhance the economic value of your project.

Partial funding for design and construction of the Willow Creek Trail has been approved as part of the City of Peterborough 2009 capital budget. The City of Peterborough is requesting a grant in the amount of $184,250 from the National Trails Coalition to complete this project. The City is funding the remaining $184,250 through available capital levy. The project can commence immediately upon approval.

6.4 Economic Benefits
Across Canada trails are stimulating tourism and recreation-related spending. Local trail users and visitors provide direct economic benefits to hotels, restaurants, retailers, gas stations and other businesses as a result of increases in trail activities. Spending on durable goods such as bicycles, skates, hiking boots and motorized recreation equipment are all direct benefits to local retailers. This activity attracts and revitalizes businesses, creates jobs and increases public revenues. Please describe the economic benefits that will be created in your region as a result of your project.

The greatest economic benefit resulting from the project is job creation through design and construction activity. However, there are benefits related to linking the currently inaccessible Willow Creek subdivision to the Willow Creek Plaza and providing easy access to basic goods, allowing families to shop close to home without using their car. Savings on fuel costs can be spent on items that invest in the local economy. In addition, by linking this currently inaccessible community to the City's trail network, there will be an increase in purchase of durable goods related to trail activities, such as bicycles and skates. These are all direct benefits to local retailers.

6.5 Respect for the Environment and Sustainable Trail Development
Sustainability means using, developing and protecting resources in a manner that enables people to meet current needs and at the same time provides for the needs of future generations from the joint perspective of environmental, economic and
employment ($368,500/$75,000 annual wage and benefits*12 months). This second figure takes into account the labour component to manufacture the materials used in the project.

6.3 Other Funds Raised
Under this program the maximum percentage of total project costs that may be contributed by the Government of Canada is 50%. The objective of this grant program is to maximize the investment in top quality trail projects. Applicants are encouraged to maximize other funds raised because that will facilitate an increase in total projects that could receive funding. Projects where the funding obtained from other sources is greater than 50% will be rated higher than similar projects at the 50% level.

Also please specify all other non-cash resources or in-kind contributions from all other sources (i.e. donations of materials, volunteer contributions) that will enhance the economic value of your project.

Partial funding for design and construction of the Willowcreek Trail has been approved as part of the City of Peterborough 2009 capital budget. The City of Peterborough is requesting a grant in the amount of $184,250 from the National Trails Coalition to complete this project. The City is funding the remaining $184,250 through available capital levy. The project can commence immediately upon approval.

6.4 Economic Benefits
Across Canada trails are stimulating tourism and recreation-related spending. Local trail users and visitors provide direct economic benefits to hotels, restaurants, retailers, gas stations and other businesses as a result of increases in trail activities. Spending on durable goods such as bicycles, skates, hiking boots and motorized recreation equipment are all direct benefits to local retailers. This activity attracts and revitalizes businesses, creates jobs and increases public revenues. Please describe the economic benefits that will be created in your region as a result of your project.

The greatest economic benefit resulting from the project is job creation through design and construction activity. However, there are benefits related to linking the currently inaccessible Willowcreek subdivision to the Willowcreek Plaza and providing easy access to basic goods, allowing families to shop close to home without using their car. Savings on fuel costs can be spent on items that invest in the local economy. In addition, by linking this currently inaccessible community to the City's trail network, there will be an increase in purchase of durable goods related to trail activities, such as bicycles and skates. These are all direct benefits to local retailers.

6.5 Respect for the Environment and Sustainable Trail Development
Sustainability means using, developing and protecting resources in a manner that enables people to meet current needs and at the same time provides for the needs of future generations from the joint perspective of environmental, economic and
Safety
The only cycling access to the Willowcreek Plaza and neighbourhood to anywhere else in the City is currently along Lansdowne Street, a 5-lane high traffic arterial where most Peterborough citizens are not conducive to cycling. The Willowcreek Trail would provide a wonderful alternative, traveling adjacent to Meade Creek and then connecting with the rest of the City’s trail system, completely avoiding travel on roads until quite close to the downtown area. The walking opportunities are also limited, although there is a sidewalk along Lansdowne Street. The trail will shorten the distance to walk to the parks along the lake and to the downtown, while at the same time providing a more scenic, quiet and enjoyable setting, improving the likelihood that people will walk when they have the time.

Health promotion
Some vehicle trips will be replaced by walking and cycling trips, cumulating numerous community benefits including:
- reduced vehicle emissions
- increased physical activity
- increased sense of community
- reduced climate change impact
The largest health benefit is likely an increase in physical activity. Studies show that people are more likely to walk by huge orders of magnitude if there is an enjoyable place to walk close to their home. This trail will improve the walkability of this neighbourhood significantly and as a result, its residents will be more active. The City works with the local health unit and green community on programs promoting active transportation and with complimentary walking and cycling infrastructure in place, the results will be impressive.

Environmental Protection
In terms of environmental protection, because there is currently no formal trail system in the neighbourhood, the provincially significant wetland receives impacts from people wandering through. With the trail in place, most people will gravitate to the trail and migrate away from the sensitive wetland area. An Environmental Assessment has been completed for the project.

6.8 Project Timelines
Provide a timeline for the project including critical dates for implementation (attach your work plan). Identify key progress points for the project. Note that all projects must be completed by March 31, 2010.

The Willowcreek Area Trail is proposed to be completed by the fall of 2009. Milestones for completion are described as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award of Design to Consultant</td>
<td>July 28, 2009</td>
</tr>
<tr>
<td>Completion of Design and Tender Documents</td>
<td>September 1, 2009</td>
</tr>
</tbody>
</table>
Award of Construction Contract: October 5, 2009
Start of Construction: October 12, 2009
Completion of Construction: November 13, 2009

6.9 Cash Flow Projections

Provide detailed monthly projections of all expected cash receipts and disbursements for the duration of your project.

<table>
<thead>
<tr>
<th>City of Peterborough</th>
<th>Willowcreek Trail</th>
<th>National Trails Coalition Grant Program</th>
<th>Detailed Cashflow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 09</td>
<td>Sep 09</td>
<td>Oct 09</td>
<td>Nov 09</td>
</tr>
<tr>
<td>Design</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clearing &amp; Grading</td>
<td>25,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Trail Excavation</td>
<td>20,000</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Granular 'A'</td>
<td>37,500</td>
<td>37,500</td>
<td>75,000</td>
</tr>
<tr>
<td>Asphalt Paving</td>
<td>75,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Signal</td>
<td>25,000</td>
<td>50,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Illumination</td>
<td>12,500</td>
<td>12,500</td>
<td></td>
</tr>
<tr>
<td>Landscaping/Plaque</td>
<td>7,500</td>
<td>7,500</td>
<td>15,000</td>
</tr>
<tr>
<td>Contingency 10%</td>
<td>2,000</td>
<td>600</td>
<td>12,750</td>
</tr>
<tr>
<td>Total</td>
<td>$22,000</td>
<td>$5,600</td>
<td>$140,250</td>
</tr>
</tbody>
</table>

6.10 Communications

Describe your plans for communicating the initiation, progress and completion of your project and your plans to acknowledge the contribution of the Government of Canada, the NTC and other partners.

A media release will announce the project initiation and the project description will be provided on the City of Peterborough website. A public event will be held to celebrate the opening of the trail. Representatives of NTC and the Federal government will be invited to participate. A permanent plaque acknowledging the contribution of the Government of Canada and the NTC will be erected on the trail. The trail will be included in trail mapping and promotions that are carried out to
Revised National Trails Coalition Funding Request
Provided to Rick Antaya, Regional Trail Coordinator
July 15, 2009

Question 3. Total Project Cost
  Project Cost $345,000  $345,000
  Project Value:  ($376,500)

Question 4. Amount Requested
  Project Grant requested  $120,000  30% of project cost

Question 6.2 Emphasis on Employment
  Employment creation
    Direct job creation  28  person months employment
    Direct and indirect job creation  55  person months employment

Question 6.3 Other Funds Raised
  Funding for the design and construction of the Willowcreek Trail has been
  approved by City Council in the amount of $225,000. The City of Peterborough
  is requesting a grant in the amount of $120,000 from the National Trails Coalition
  to complete this project. The project can commence immediately upon approval.

Question 6.9 Cashflow Projections

<table>
<thead>
<tr>
<th>City of Peterborough</th>
<th>Willowcreek Trail</th>
<th>National Trails Coalition Grant Program</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Aug-09</td>
<td>Sep-09</td>
<td>Oct-09</td>
<td>Nov-09</td>
</tr>
<tr>
<td>Design</td>
<td>20,000</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Clearing &amp; Grading</td>
<td>25,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Trail Excavation</td>
<td>20,000</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Granular 'A'</td>
<td>37,500</td>
<td>37,500</td>
<td>75,000</td>
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<tr>
<td>Asphalt Paving</td>
<td></td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Traffic Signal</td>
<td>25,000</td>
<td>50,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Illumination</td>
<td>12,500</td>
<td>12,500</td>
<td>25,000</td>
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<tr>
<td>Landscaping/Plaque</td>
<td>4,286</td>
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<tr>
<td>Contingency 5%</td>
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<tr>
<td>Total</td>
<td>$21,000</td>
<td>$5,250</td>
<td>$130,500</td>
</tr>
</tbody>
</table>
• our organization fully supports this application for funding

Sandra Clancy
signature

Paul
signature

Manager of Financial,
titled Planning + Revenue Services

Date: June 26, 2009

Date: June 26, 2009
SCHEDULE B – ELIGIBLE AND INELIGIBLE COSTS

B.1. ELIGIBLE COSTS

Eligible Costs will be all direct costs which are in NTC's opinion properly and reasonably incurred and paid by a Recipient under a contract for goods or services necessary for the implementation of a Project. Eligible Costs include only the following:

a) the capital costs of constructing, rehabilitating, upgrading or renovating trails;

b) the costs of joint communication activities (press releases, press conferences, translation, etc.) and signage recognition set out in the communication protocol under section 7;

c) the costs of surveying, engineering, architectural supervision, testing and management consulting services, including but not limited to fees paid to professionals, technical personnel, consultants and contractors;

d) the costs of labour, materials, licenses or permits and equipment rental, for the refurbishment and construction of trails;

e) the costs of labour, materials, licenses or permits and equipment rental, for the refurbishment and construction of water crossings, including but not limited to bridges;

f) the costs of environmental assessments, monitoring, and follow-up programs as required by federal or provincial legislation;

g) the costs of engineering reports and/or economic impact studies;

h) costs of purchasing and installing signage for trails, including regulatory, safety, directional, interpretive, and trailhead signage;

i) audit and evaluation costs as specified in the Agreement; and

j) other costs that, in the opinion of the Recipient, are considered to be direct and necessary for the successful implementation of an Eligible Project.

Eligible Costs can accrue effective as of May 26, 2009.

B.2. INELIGIBLE COSTS

The following costs are ineligible:

a) costs incurred prior to May 26, 2009;

b) costs incurred after the Project completion date;

c) the cost of developing a business case or proposal for funding;

d) the cost of purchasing land and associated real estate and other fees;

e) financing charges and interest payments on loans;

f) leasing land, buildings and other facilities;

g) the purchase or long-term lease of snowmobiles, all-terrain-vehicles, or other recreational vehicles;

h) the cost of any goods and services which are received through donations or in kind;

i) costs relating to services delivered directly by permanent employees of the Recipient, except in cases where the Recipient can demonstrate value for money and that the costs are incremental;
j) provincial sales tax and Goods and Services Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates; and

k) legal fees except for those associated with the planning and feasibility of Public-Private Partnerships in Quebec.
SCHEDULE C — REPORTING, AUDIT AND EVALUATION

C.1. REPORTING

C.1.1 PROGRESS REPORTS

Save as herein provided, monthly progress reports must be submitted by the Recipient to NTC no later than the end of the third week in each month. In addition, the Recipient agrees to provide digital pictures to NTC showing the status of the Project prior to the start of work, during the progress of the Project and upon Substantial Completion of the Project. These digital pictures must be time stamped to indicate the dates on which they were taken and they must be of a resolution that is acceptable to NTC.

The monthly progress reports shall be submitted in an electronic format agreed to by the Parties and will include the following:

a) Amounts received from NTC through this Agreement;
b) Amounts spent by the Recipient;
c) The amount and identity of all sources of funding, project status and performance data;
d) Performance data will include: number and tenure of jobs created, kilometres of trail built, upgraded or rehabilitated, connections to other trails or systems, and funds leveraged. A copy of the reporting template for performance data is included in Schedule E. The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of benefits; and
e) Highlights of communication activities regarding the Project during the reporting period.

C.1.2 AUDIT

A financial and compliance audit will be conducted on the NTC program by a national accounting firm following Substantial Completion of all projects. The recipient hereby agrees to fully cooperate with these auditors. The final holdback of 10% of the Funds will not be paid to the Recipient until this audit report has been accepted by the Government of Canada.

The Auditor General of Canada will also conduct an audit of the NTC program and the recipient hereby agrees to fully cooperate with all auditors representing the Government of Canada.

C.2. MANAGEMENT OF RECORDS

The Recipient must keep all pertinent information for a minimum of six (6) years after completion of the Project.

C.2.1. FINANCIAL AUDIT

a) A financial audit will be conducted by external auditors in accordance with Generally Accepted Auditing Standards.
b) The key objective of the financial audit is to provide an opinion as to whether all of the financial information provided by the Recipient is complete and accurate.

C.2.2. COMPLIANCE AUDIT

The key objectives of the compliance audit are to:
a) determine compliance with the Agreement;
b) ensure that project and financial information is complete, accurate and timely, in accordance with this Agreement;
c) to assess the overall management and administration of the Agreement;
d) provide recommendations for improvement or redress; and
e) ensure that prompt and timely corrective action is taken on audit findings.

C.3. EVALUATION

The Government of Canada may conduct an evaluation of the NTC program, either as an individual evaluation or part of a larger departmental evaluation. If an evaluation is carried out, the Recipient agrees to cooperate with respect to the evaluation.
SCHEDULE D – RECIPIENT REQUIREMENTS

The Recipient shall:

1. Permit NTC reasonable access to all records relating to the Project.

2. Be responsible for the complete, diligent and timely implementation and completion of the Project. If the Project is not completed by March 31, 2010, NTC shall seek repayment of all Funds paid to the Recipient and these shall constitute a debt to NTC.

3. Acknowledge that NTC may holdback Funds if the Recipient is in default under this Agreement.

4. Comply, as necessary, with the communications protocol set out in section 7.

5. Comply with all legislated environmental assessment and protection requirements. No Funds will be committed to a Project until all required environmental assessment requirements have been satisfied.

6. Implement all mitigation measures identified in any environmental assessment of the Project.

7. Obtain all necessary permits, licenses and authorizations from federal, provincial and/or local authorities and to comply with the terms and conditions of these approvals.

8. If Funds advanced by NTC are not paid by the Recipient in respect of Eligible Costs within sixty (60) days of the advance payment, NTC shall withhold further payment of Funds to the Recipient and/or seek repayment of the funds to NTC.

9. The Recipient shall acquire a Comprehensive General Liability Insurance policy for Third Party Bodily Injury, Personal Injury and Property Damage and that policy shall name and indemnify NTC as an additional insured.

10. Award and manage all contracts for the supply of services and/or material to the Project in accordance with section 4 of this Agreement.

11. The Recipient acknowledges that it may use Funds to pay up to fifty percent (50%) of Eligible Costs of a Project provided that to the extent it is receiving money under a federal program in respect of a Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation in respect of that Project shall continue to apply and Funds paid to the Recipient shall be deemed to be a federal contribution under this Agreement.

12. If, at any time during the life of this Agreement, the Recipient determines that it will not be possible to complete construction of the Project unless it expends amounts in excess of the funding available to it, the Recipient will immediately notify NTC of that determination. If the Recipient so notifies, it will, within thirty (30) days, provide a summary of the measures that it
proposes to remedy the shortfall. If NTC is not satisfied that the measures proposed will be adequate to remedy the shortfall, then NTC may terminate or suspend its funding obligations until such time as measures are proposed that, in NTC's opinion, will be adequate to remedy the shortfall, whereupon its funding obligation will be reinstated. In the case of termination, the Recipient will be required to refund all Funds to NTC.
**NTC Performance Data Report (Monthly)**

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Time period: From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recipient Name:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATV/ORV</th>
<th>Snowmobile</th>
<th>Non-Motorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Jobs Created</td>
<td>Avg. Job Length (Days of Work)</td>
<td>Total Days of Work</td>
</tr>
<tr>
<td>Km. Built</td>
<td>Km. Upgraded</td>
<td>Km. Rehabilitated</td>
</tr>
<tr>
<td>Km. Built</td>
<td>Km. Upgraded</td>
<td>Km. Rehabilitated</td>
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</tbody>
</table>