THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

BY-LAW 1999-51

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH THE MINISTER OF
COMMUNITY AND SOCIAL SERVICES;

WHEREAS the Ministry of Community and Social Services provides funding to assist with the
operation and occasionally, the improvement of the Township of St. Edmunds Day Care Centre;

AND WHEREAS Council deems it desirable to enter into a service contract agreement with the
Minister of Community and Social Services concerning the terms and conditions for the
provision of said funding;

NOW THEREFORE the Council of the Corporation of the Municipality of Northern Bruce
Peninsula enacts as follows:

1. That we enter into a contract agreement with the Minister of Community and Social
Services concerning funding to be provided to the Township of St. Edmunds Day
Care Centre.

2. That the Mayor and Clerk-Administrator be and are hereby authorized to execute
said agreement on behalf of the Corporation.

3. That a copy of said agreement be attached hereto and form part of this by-law as
Schedule “A”.

4. That this by-law shall come into force and take effect upon the final passing thereof.

READ A FIRST AND SECOND TIME THIS 9TH DAY OF AUGUST, 1999.

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 9TH DAY
OF AUGUST, 1999.

[Signatures]

MAYOR

CLERK-ADMINISTRATOR
SERVICE CONTRACT

This Contract made in duplicate

BETWEEN:

Her Majesty the Queen in right of Ontario,
as represented by
the Minister of Community and Social Services
("Ontario")

- and -

THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA
("Service Provider")

AS Ontario has the authority pursuant to the legislation indicated in the attached Service Description Schedule(s) to enter into this contract for the provision of social services;

AND AS the Service Provider has agreed to provide social services described in the attached Service Description Schedule(s);

THEREFORE THE PARTIES agree as follows:

Definitions

1. In this Contract,

   (a) "Ministry" means the Ministry of Community and Social Services.

   (b) "Ministry Staff" means the staff of the Ministry authorized to exercise the rights and perform the duties of Ontario under this contract.

   (c) "Service Provider", for purposes of Ontario Works means "Service Delivery Agent".
Service

2. The Service Provider agrees to provide services in accordance with the attached Service Description Schedule(s) and Service Data Schedule and in accordance with the policies, guidelines and requirements of Ontario as communicated to it.

Term

3. This contract will be in force from April 1, 1999 to September 30th, 1999 until it is superseded or replaced by a subsequent contract or until it is terminated in its entirety by either party by giving sixty (60) days' written notice. In the event of termination, the Service Provider will refund forthwith to Ontario any monies advanced by Ontario and not expended in accordance with the approved budget.

Consideration

4. (a) Ontario will pay to the Service Provider, for admissible expenditures incurred pursuant to this contract, an amount not to exceed the amount stipulated in the Budget Schedule. Ontario reserves the right to determine the amounts, times and manner of such payments.

(b) The parties agree that the approved budget will be negotiated on or before the start of the applicable fiscal year while this contract is in force. In the event the budget is not re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this contract is terminated.

(c) The Service Provider may transfer funds between budget lines according to the parameters set out in Ontario's Global Budgeting Guidelines for Transfer Payment Agencies. The Service Provider may, with Ontario's prior written consent, transfer funds between budget lines beyond the parameters set out in the Guidelines.

(d) It is agreed and understood that Ontario may withhold payments if the Service Provider is in breach of its obligations under this contract.

(e) If targets are not achieved to the level indicated in the Service Data Schedule, Ontario may request that funds in an amount reflective of the underachieved targets be returned to Ontario.
Ministry Access and Consultation

5. (a) The Service Provider will permit Ministry staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this contract.

(b) The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with Ministry staff.

(c) If a Service Provider is providing services for the purposes of the Young Offenders Act (Canada) and the Provincial Offences Act,

(i) the Service Provider will notify Ministry staff immediately where a young person residing in the Service Provider Residence is unlawfully at large, has attempted to escape or is guilty of serious misconduct;

(ii) the Service Provider will obtain the authorization of Ministry staff performing the functions of the Service Provider's provincial director under the Young Offenders Act (Canada) before permitting any young person to be absent from the Residence on day release or on temporary leave.

Reports

6. (a) The Service Provider will maintain service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in the Service Data Schedule, a report respecting the services being provided pursuant to this contract, acceptable to Ministry staff which shall include program data such as statistics on target achievements and such other information as Ontario requires.

(b) The Service Provider will also prepare and submit to Ontario, annually, or at any time upon reasonable request, a comprehensive report acceptable to Ministry staff respecting the services being provided.
Financial Records and Reports

7. (a) The Service Provider will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow Ministry staff or such other persons appointed by Ontario to inspect and audit such books and records at all reasonable times both during the term of this contract and subsequent to its expiration or termination.

(b) The Service Provider will, unless Ontario indicates otherwise, submit to Ontario an audited financial statement and reconciliation report with respect to the services provided pursuant to this contract within four (4) months of the Service Provider's financial year end.

c) The Service Provider will retain the records and books of account referred to in clause 7(a) for a period of seven (7) years.

d) The Service Provider will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as Ontario may require.

e) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Service Data Schedule.

(f) The Service Provider will comply with Ontario's policies on the treatment of revenues and expenditures which will be issued from time to time.

Service Records

8. (a) In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this contract without the prior consent of Ontario, which may be given subject to such conditions as Ontario deems advisable.

(b) For purposes of services provided pursuant to the Young Offenders Act (Canada), and the Provincial Offences Act, upon termination of services to the young person, the Service Provider will retain and ultimately dispose of records relating to the young person in accordance with Regulations under the Young Offenders Act (Canada), the Child and Family Services Act and the policies and procedures of Ontario.
Confidentiality

9. (a) The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Ministry staff at any time during or following the term of this contract, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or such other "institution" as defined in the Municipal Freedom of Information and Protection of Privacy Act, the provisions of such Act with respect to the disclosure or release of information apply.

(b) Where the Service Provider is providing services for the purposes of the Young Offenders Act (Canada) and the Provincial Offences Act, the Service Provider, its directors, officers, employees, agents and volunteers will abide by the confidentiality provisions of the Young Offenders Act (Canada) and the policies and procedures of Ontario.

Conflict of Interest

10.1. The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to Ontario where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of Ontario) with the provision of services pursuant to the contract. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Crown relevant to the services where Ontario has not specifically authorized such use.

2. The Service Provider shall disclose to Ontario without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

3. A breach of this section by the Service Provider shall entitle Ontario to terminate the contract, in addition to any other remedies that Ontario has in the contract, in law or in equity.

2851 (05/98)
Indemnification

11. (a) The Service Provider will, both during and following the term of this contract, indemnify and save harmless Ontario from all costs, losses, damages, judgements, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this contract.

(b) Despite the provisions of clause 10(a), for purposes of Ontario Works, the following provisions apply:

i) If an Ontario Works participant is placed with an employer who is covered under Schedule 1 or 2 of the regulations made under the Workers' Compensation Act, R.S.O. 1990, c.W.11, the participant will be entitled to claim benefits under such Act if he or she suffers a work-related injury or illness while participating in an approved community placement. Ontario will cover the compensation and benefits cost of Workers' Compensation claims awarded by the Workers' Compensation Board to a claimant in relation to work-related injury or illness suffered while participating in an approved community placement.

ii) If the employer is not compulsorily covered under either Schedule 1 or Schedule 2 of the Workers' Compensation Act and the employer has not applied for coverage, a participant in an approved Ontario Works community placement will be covered under Ontario's Accident Insurance Plan.

Insurance

12. The Service Provider will obtain and maintain in full force and effect during the term of this contract, general liability insurance acceptable to Ontario in an amount of not less than one million dollars ($1,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall,

(a) include as an additional insured "Her Majesty the Queen in right of Ontario as represented by the Minister of Community and Social Services" in respect of and during the provision of services by the Service Provider pursuant to this contract;

(b) contain a cross-liability clause endorsement; and
(c) contain a clause including liability arising out of the contract or agreement.

The Service Provider will submit to Ontario, upon request, proof of insurance.

**Termination**

13. Either party may terminate this contract in whole or in part with respect to the provision of any particular service upon sixty (60) days' notice to the other party. If the contract is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

**Freedom of Information**

14. Any information collected by Ontario pursuant to this contract is subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act*.

**Human Rights Code**

15. It is a condition of this contract and of every contract entered into pursuant to the performance of this contract, that no right under section 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this contract.

**Violence Against Women**

16. If the Service Provider is providing services to male batterers under the Violence Against Women Initiatives, the Service Provider agrees to comply with the "Interim Accountability and Accessibility Requirements for Male Batterer Programs, March 1994".

**VRDP Appeal**

17. If the Service Provider is providing services under the Community Sheltered Workshops Program or Supported Employment Program, the Service Provider agrees to accept the independent appeal procedure adopted by Ontario for purposes of the *Vocational Rehabilitation of Disabled Persons Agreement* between Ontario and the Federal Government.

2851 (05/98)
Wage Subsidy Grants

18. If the Service Provider is eligible to receive child care wage subsidy grants, the Service Provider agrees to comply with all of the conditions and requirements set out in the "Child Care Wage Subsidy Grants Guidelines and Procedures".

Health and Safety

19. If the Service Provider is providing services under the Adult Accommodation Program, the Service Provider agrees to comply with the health and safety regulations made under the *Homes for Retarded Persons Act*.

Disposition

20. The Service Provider will not sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with Ontario funds pursuant to this contract without the prior written consent of Ontario, which may be given subject to such conditions as Ontario deems advisable.

Amendments

21. This contract may be amended by substitution of the Schedules, duly signed by the parties to this contract.

Non-Assignment

22. The Service Provider will not assign this contract, or any part thereof, without the prior written approval of Ontario, which approval may be withheld by Ontario in its sole discretion or given subject to such conditions as Ontario may impose.

Schedules

23. All the terms of the Schedules are incorporated into this contract except where they are inconsistent with this contract. This contract and the attached Schedules embody the entire contract and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this contract.
Laws

24. The Service Provider agrees that the Service Provider and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this contract.
IN WITNESS WHEREOF this contract has been signed by an authorized Ontario official on behalf of Ontario and the Service Provider by its proper signing officers.

Signed, sealed and delivered

on the 23rd day of July, 1989

On behalf of Ontario

The Municipality of Northern Bruce Peninsula

Service Provider

By: ** Signing Officer

Mayor

(Seal)

By: ** Signing Officer

Chair - Administrator

* Witness required where the Service Provider is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

2851 (05/98)
SERVICE CONTRACT

SERVICE DESCRIPTION SCHEDULE

Effective April 1, 1999

TPAO #: 016983

ORGANIZATION NAME: THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA

LEGISLATION: Day Nurseries Act SECTION: 4(3)

SERVICE NAME: 178 Child Care - Wage Subsidy - Non Profit

Service Objectives:

The Service Provider will enhance the salary and benefits of staff employed to provide specified licensed child care programs, child care resource programs, and child care programs for children with special needs with this funding provided by the Ministry.

Service Description:

The Service Provider will administer and distribute Wage Subsidy funds received from the Ministry in accordance with the Funding Conditions herein, and all current Guidelines and Policies of the Ministry with respect to Wage Subsidy.

Funding Conditions:

The Service Provider will submit a Wage Subsidy Utilization Statement to the Ministry within thirty days of the end of the funding year.

Service Providers other than Municipalities, Indian Bands, Approved Corporations, and non-profit home child care programs funded directly by the Ministry for provision of subsidized child care must apply Wage Subsidy funding to salaries and benefits only.

Municipalities, Indian Bands, Approved Corporations and non-profit home child care programs funded directly by the Ministry for provision of subsidized child care may not commit Wage Subsidy funds to non-salary usage.

Multi-service organizations, parent cooperatives, and organizations with unionized settings (where increasing the salaries and benefits of staff is precluded within the term of a collective agreement) may not commit Wage Subsidy funds to non-salary usage.

......(Cont’d)
The Service Provider will ensure that each employee receives a reasonable portion of Wage Subsidy.

The Service Provider is entitled to use a portion of Wage Subsidy funding to cover mandatory employer contributions resulting from increased salary and benefit costs which are related to implementation of Wage Subsidy funded salary and benefit increases.

Service Providers which down size during a funding year may not redistribute Wage Subsidy funding to remaining positions. Wage Subsidy funds distributed to previously employed positions are to be declared surplus and identified as such on the Utilization Statement provided to the Ministry at the end of the funding year.

Previously approved Direct Operating Grant funding for non-salary use may continue to be used for such purposes, subject to Ministry approval, but must be at the 1993/94 level or lower.

Service Providers which operate licensed home child care programs shall distribute a portion of Wage Subsidy to enhance payments to contracted home child care providers. The amount distributed to home child care providers shall be consistent with the total combined amounts of the former Direct Operating Grant and Provider Enhancement Grant previously distributed to contracted home child care providers.

The Service Provider shall determine and administer distribution of Wage Subsidy funds to employees and contracted home child care providers in accordance with the funding conditions herein and Ministry policies, procedures, and guidelines governing Wage Subsidy in effect at the time of such distribution.

Wage Subsidy funds not utilized in accordance with the conditions outlined above and current Ministry policies, procedures, and guidelines governing Wage Subsidy shall be returned to the Ministry.

Surplus Wage Subsidy funds that cannot be applied in accordance with the conditions herein shall be deducted from future payments.

Failure to comply with any of the funding conditions herein may result in a claim for recovery of Wage Subsidy funding provided by the Ministry as well as ineligibility to receive future funding under the Wage Subsidy program.

......(Cont’d)
**Service Location:**

Child care positions in the following locations/programs are eligible for salary and benefit enhancement with Wage Subsidy funding provided by the Ministry:

Township of St. Edmunds Day Care Centre
Tobermory, Ontario

**Method of Evaluation:**

The Service Provider will complete the Wage Subsidy Utilization Statement and forward to the Ministry at the conclusion of each fiscal year.

________________________________________
Agency Authorized Signatures:
(Signatures are required for amendments only)

[Signature]
Date: Aug 9, 1999

[Seal]

MCSS Authorized Signature:

__________________________
Date: ____________________
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<th>Total MSS Annualed Subsidy</th>
<th>MSS Service Subsidy</th>
<th>MSS Fiscal Subsidy</th>
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<td>1999/2000</td>
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<tr>
<td>Organizational Name</td>
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<tr>
<td>Subline # Short Subline #</td>
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NOTES:
- Revenue (sales tax)
- Income from investments
- Federal funds
- Grants
- Other sources

-

TOTAL EXPENDITURES

- Administration
- Maintenance
- Wage Subsidy
- Miscellaneous
- Childcare

- Non-Profit Childcare
- Revenue from Sales Tax
- Revenue from Investment
- Federal Funds
- Grants
- Other Sources

- Administration
- Maintenance
- Wage Subsidy
- Miscellaneous
- Childcare

- Non-Profit Childcare
- Revenue from Sales Tax
- Revenue from Investment
- Federal Funds
- Grants
- Other Sources
### Annual Reconciliation

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<th>Variance (Reconciliation - Schedule)</th>
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#### MSS Service Subsidy

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#### Fiscal Reconciliation

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<tbody>
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<td>1999</td>
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**Organizational Name:**

The Municipality of Hamilton Region

**Budget:**

Introduction

**Year:** 1999/2000

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**Service Contact Report**

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**Service Name:**

Legislation

**Ministry Project Code:**

# 11430

**Subline #:**

# 22054912

**IPBE #:**

# 221179
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<th>Quarter 2</th>
<th>Quarter 3</th>
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<th>Year-End Target ($)</th>
<th>3rd Quarter Target (%)</th>
<th>2nd Quarter Target (%)</th>
<th>1st Quarter Target (%)</th>
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**Adjusted Gross Expenditures**

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<th>3rd Quarter Target (%)</th>
<th>2nd Quarter Target (%)</th>
<th>1st Quarter Target (%)</th>
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**Organization Name**

The Municipality of Northbridge Regional

Service Contract

Service Scheduler - Service & Financial Targets

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<th>Ministry Project Code</th>
<th>Service Name</th>
<th>Service Code</th>
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<tbody>
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Budget Year 1999/2000
SERVICE CONTRACT
OPERATING MINOR CAPITAL / REPAIRS & MAINTENANCE SCHEDULE
Effective April 1, 1999 - September 30, 1999

TPAO: 016983
ORGANIZATION NAME: THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA
LEGISLATION: Day Nurseries Act SECTION: 4(3)
SERVICE NAME: 445 Repairs & Maintenance - Child Care

LISTING OF APPROVED ITEMS

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<thead>
<tr>
<th>Item Name</th>
<th>No. of Items</th>
<th>Est. Cost Per Item</th>
<th>Total Amount</th>
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<tbody>
<tr>
<td>Equipment/Renovations/Repair/Maintenance (See Below)</td>
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<td></td>
</tr>
<tr>
<td>Flooring - washroom and playroom</td>
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<td>$2,600.</td>
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<tr>
<td>Dishwasher</td>
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<td>$800.</td>
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Total Approved Expenditures $3,400.

APPROVED MINISTRY SUBSIDY IS $2,720.
(FUNDING MAY NOT EXCEED 80% OF TOTAL APPROVED EXPENDITURES)

Agency Authorized Signatures: [Signature]
Date Signed: [Aug 1999]

MCSS Authorized Signatures: [Signature]
Date Signed: [July 23, 1999]

NOTE: The approval is valid for this fiscal period April 1, 1999 to September 30, 1999.

Approval Duration: Please keep in mind the approval is valid until September 30, 1999. Items must be purchased and Provincial subsidy claimed within this period.

This form authorizes you to proceed with the purchase of the items listed, on the following conditions:
(a) The items approved cannot be substituted with other items except with approval of the Ministry, and the issuance of a revised "Operating Minor Capital/Repair & Maintenance" form.
(b) The Ministry will not share in any increase in cost unless approved by the Area Office.
(c) The items are purchased and claimed during the period stated on this form.
(d) At least three quotations must be obtained before purchasing items or awarding contracts if $1,000 or more. Item is defined as one or more units of the same item. eg. 2 air conditioners @ $500 each is considered as one item of $1,000. Quotations must be retained with agency books of account for possible audit by the Ministry. If the lowest quotation is not accepted, documentation of the reason and exceptional circumstance must be retained for audit.

FINANCIAL REPORT: When the purchase of the item(s) is completed you may claim the Provincial contribution by completing the enclosed "Financial Report for Operating Minor Capital/Repairs & Maintenance" form. The original signatures of two officials of the Organization/Municipality should appear on this form.
Official Name of Organization

Name of Centre for which funding is requested

Address

### Section I - Equipment Purchased

<table>
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<tr>
<th>Quantity</th>
<th>Description of Equipment Purchased</th>
<th>Unit Cost (if applicable)</th>
<th>Amount</th>
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Total Expenditures Incurred $ 

### Section II - Repair/Replacement

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Repair and/or Replacement</th>
<th>Labour/Material</th>
<th>Amount</th>
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Total Expenditures Incurred $ 

GRAND TOTAL EXPENDITURES INCURRED (SECTION I & II) $ 

We, the undersigned certify that the above items:

(a) have been received in good condition
(b) will be used only for the purpose of the Act
(c) have been paid for
(d) are included in the approved budget
(e) tenders or quotations have been received as outlined in Section III of this form
(f) have been entered into the asset inventory records.

Agency Authorized Signature ___________________________ Date ____________

Agency Authorized Signature ___________________________ Date ____________

**Approval Duration:** Please keep in mind the approval is valid until September 30th, 1999. Items must be purchased and Provincial subsidy claimed within this period.
July 23rd, 1999

Approval based on information reviewed with your Program Advisor at the time of licensing.

Repairs and Maintenance approval of $2,720 as per the attached Operating Minor Capital/Repairs and Maintenance schedule.

Fiscal and Annualized funding adjusted to reflect transfer of Service System Management to the County of Bruce, effective October 1st, 1999.