

THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2017-55

"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A FUNDING AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF ECONOMIC DEVELOPMENT AND GROWTH (INVESTMENT READY: CERTIFIED SITE PROGRAM)"

WHEREAS the Province of Ontario has established the Investment Ready: Certified Site Program to promote to prospective investors an inventory of industrial properties that meet the Program's minimum eligibility requirements and designation requirements and are designated as Certified Sites by the Province; and

WHEREAS the Township of Edwardsburgh Cardinal own the industrial properties and is a participant in the Certified Site Program and intends to carry out the project; and

WHEREAS Municipal Council deems it desirable to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development and Growth (Investment Ready: Certified Site Program).

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the funding agreement attached hereto as Schedule "A" on behalf of the Township of Edwardsburgh/Cardinal.
2. That Schedule "A" forms part of this by-law.
3. That this by-law shall come into force and take effect on its passing.

Read a first and second time in open Council this 23rd day of October, 2017.

Read a third and final time, passed, signed and sealed in open Council this 23rd day of October, 2017.



Mayor



Deputy Clerk

THE AGREEMENT is effective as of the 7th day of June, 2017.

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Economic Development and
Growth**

(the “Province”)

- and -

The Corporation of the Township of Edwardsburgh/Cardinal

(the “Recipient”)

BACKGROUND:

The Province has established the Investment Ready: Certified Site Program (the “**Program**”) to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites by the Province.

The Recipient owns the Site, is a participant in the Program and intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they

are for reference only and will not affect the interpretation of the Agreement;

- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 30.1, the Certification Instructions and Requirements, and any amendments made pursuant to Article 32.0.

“Application Form” means the application form submitted by the Recipient requesting acceptance of the Site into the Program.

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

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Certification Designation Date” means the date on which the Site obtains a designation as a Certified Site from the Province, as indicated on the certificate of designation and its accompanying letter received from the Province.

“Certification Instructions and Requirements” means the Certification Instructions and Requirements available at <http://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RDR&TAB=PROFILE&SRCH=&ENV=WWE&TIT=009-0020E&NO=009-0020E> that are incorporated herein in full and are part of this Agreement by reference, and that may be amended by the Province from time to time.

“Certified Site” means the Site as of the Certification Designation Date and only for such period or periods of time that it continues to meet the Minimum Eligibility Requirements and the Designation Requirements.

“Change Request Form” means the form attached as Schedule “J”.

“Designation Requirements” means the requirements that the Recipient must meet in order for the Province to designate the Site as a Certified Site, as more particularly set out in the Certification Requirements section (which may at a later date be referred to as the Designation Requirements section) of the Certification Instructions and Requirements and Schedule “L”.

“Designation Requirements Deadline Date” means the second anniversary of the Effective Date.

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

“Eligible Costs” means the costs paid by the Recipient for the purpose of carrying out the Project for which the Province may provide Funds and that are: (a) incurred by the Recipient from and including the Project Start Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement; (b) in the sole opinion of the Province, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and cost categories set out in the Budget in Schedule “B” and as more particularly described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiry Date” means the earlier of (i) six months after the Project Completion Date; and (ii) seven years and six months after the Effective Date.

“Funding Year” means:

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

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

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

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada,

any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

“Marketing Initiatives” means, in any form or format, any advertising, promotional materials, signs, displays or communications intending to promote or advertise the Certified Site.

“Materials” has the meaning ascribed to it in section 5.5.

“Maximum Funds” means Fifty Thousand Dollars (\$50,000.00), which is the maximum amount of the Funds the Province will provide to the Recipient under the Agreement.

“Minimum Eligibility Requirements” means the minimum eligibility requirements that the Recipient must meet in order for the Site to be accepted into the Program, as more particularly set out in the Minimum Eligibility Requirements section of the Certification Instructions and Requirements.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 15.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” has the meaning ascribed to it in the preamble to this Agreement.

“Program Seal” means collectively the English and French marks created, adopted and used by the Province in association with the Program.

“Program Seal License” means the Province’s Program Seal license agreement granting a non-exclusive, royalty-free, non-transferrable, non-sublicensable, revocable right to use and display the Program Seal in association with the Certified Site for the purposes described therein.

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

“Project Completion Date” means the earlier of: (i) the fourth anniversary of the Certification Designation Date; and (ii) when the Site or Certified Site as

applicable is legally transferred or leased to another person, in accordance with the terms and conditions of the Agreement.

“Project Start Date” means the date set out below on which the Recipient had its pre-application consultation meeting with the Province: March 6, 2017.

“Re-Designation Date” has the meaning ascribed to it in section 6.7(b).

“Reimbursement Submission” means the form attached as Schedule “F”.

“Renewed Compliance with the Minimum Eligibility Requirements Date” has the meaning ascribed to it in section 6.5(a)(iv).

“Releasees” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

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

“Site” means the property or properties more particularly described in Schedule “E”, or as may be amended in accordance with Article 32.0, for which the Recipient is applying for designation. If the Site has been designated as a Certified Site and subsequently loses its designation during the term of the Agreement, “Site” also means the property or properties described herein during such period or periods of time that the Site is not designated as a Certified Site.

The visual depiction of the Site is set out in Schedule “K”, which for further clarification is not legally binding and is included for reference purposes only.

“Site Change Notification Form” means the form attached as Schedule “G”.

“Site Information” has the meaning ascribed to it in section 10.3.

“Suspension Date” means the earlier of (i) Suspension Date – Designation Requirements, if applicable; and (ii) Suspension Date – Minimum Eligibility Requirements, if applicable.

“Suspension Date – Designation Requirements” means the date that the Certified Site failed to continue to meet the Designation Requirements, as set out in the Notice described in section 6.6(a)(i).

“Suspension Date – Minimum Eligibility Requirements” means the date that the Site or the Certified Site as applicable failed to continue to meet the Minimum Eligibility Requirements, as set out in the Notice described in section 6.5(a)(i).

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in or in support of its application to the Program (including information relating to any Designation Requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (e) it is, and shall continue to be the registered owner of the Site or the Certified Site as applicable from and including the Effective Date to and including the Project Completion Date.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;

- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to section 4.4, Article 6.0, Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. Subject to the terms and conditions of the Agreement and only in the event that the Site has been designated as a Certified Site, the Province will:

- (a) subject to 4.1(b), reimburse the Recipient for 50% of Eligible Costs up to the Maximum Funds amount for the purpose of carrying out the Project;
- (b) with respect to Eligible Costs for marketing of the Certified Site, reimburse the Recipient for 50% of Eligible Costs up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement;
- (c) require electronic copies of invoices of costs incurred and paid relating to Eligible Costs;
- (d) provide the Funds to the Recipient as follows:
 - (i) Initial disbursement: within 60 days after receipt and acceptance by

the Province of a Reimbursement Submission submitted by the Recipient in accordance with section 4.7, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid from and including the Project Start Date to and including the Certification Designation Date; and,

- (ii) Subsequent disbursements: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid from but not including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement; and
- (e) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificate of insurance or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to, and will not, provide any Funds unless, in the Province's sole opinion, the Site has been designated as a Certified Site by the Province;
- (c) the Province is not obligated to reimburse any Eligible Costs for which a completed Reimbursement Submission has not been submitted to the Province;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 9.1; and
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make

any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only for the purpose of paying for Eligible Costs and in accordance with the Budget;
- (d) not use the Funds to cover any part of any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

4.4 Designation Requirements. With the exception of the Site visit described in section 9.3, the Recipient shall have met all of the Designation Requirements by the Designation Requirements Deadline Date. In the event the Designation Requirements have not been met by the Recipient by the Designation Requirements Deadline Date, the Agreement shall terminate as of the Designation Requirements Deadline Date and no Funds shall be payable by the Province to the Recipient.

4.5 Maintaining Designation Requirements. The Recipient shall continue to meet the Designation Requirements from and including the Certification Designation Date to and including the Project Completion Date.

4.6 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.7 Reimbursement Submission. The Recipient shall submit no later than 60 days after the Certification Designation Date its first Reimbursement Submission.

4.8 Rebates, Credits, and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

4.9 Availability of the Certified Site for Sale/Lease. The Recipient agrees to keep the Certified Site available for sale or lease until the Project Completion Date.

5.0 PROGRAM SEAL AND INTELLECTUAL PROPERTY

5.1 Program Seal License. The Recipient shall have signed and delivered to the Province the Program Seal License no later than 30 days after the Certification Designation Date. A copy of the Program Seal License will be provided by the Province to the Recipient after the Program Seal License has been fully executed.

5.2 Use of the Designation and Program Seal.

- (a) The Recipient shall not represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or in any verbal, written, print, digital, electronic or any other form of communication, that the Site is designated as a Certified Site: (i) prior to the Site's designation as a Certified Site; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; or (iii) as of date of termination or the Expiry Date of the Agreement.
- (b) The Recipient shall not use or display any of the marks that make up the Program Seal in association with the Certified Site in any Marketing Initiatives or in any verbal, written, print, digital, electronic or any other form of communications: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) prior to the Program Seal License being fully executed; (iv) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; (v) as of date of termination or expiry of the Program Seal License; or (vi) as of date of termination or the Expiry Date of the Agreement.
- (c) The Recipient shall not at any time represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or in any verbal, written, print, digital, electronic or any other form of communications, that any property or properties, in whole or in part, other than the Certified Site, has received designation as a Certified Site, nor shall the Recipient use or display any of the marks that

make up the Program Seal in relation to such property or properties in whole or in part other than the Certified Site.

5.3 Marketing Initiatives.

- (a) Subject to section 5.2, the Recipient may use or display any of the marks that make up the Program Seal on or in any Marketing Initiatives.
- (b) At the request of the Province, the Recipient shall provide to the Province any draft or final versions of any Marketing Initiatives.
- (c) The Province may give written directions to require the Recipient to comply with the requirements of the Program Seal License in relation to the use or display by the Recipient of any of the marks that make up the Program Seal in any Marketing Initiatives, which directions the Recipient shall comply with promptly.

5.4 Intellectual Property. The Recipient agrees that all Intellectual Property of the Province and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Province to the Recipient shall remain the sole property of Her Majesty the Queen in right of Ontario.

5.5 Recipient or Third Party Intellectual Property. To the extent that any Intellectual Property of the Recipient or any third party and every other right, title or interest in and to any concepts, techniques, ideas, information and materials, however recorded, including images and data of the Recipient or any third party (collectively “**Materials**”) has been provided in whole or in part by the Recipient to the Province, the Recipient grants to the Province a perpetual, world-wide, non-exclusive, irrevocable, transferrable, royalty-free, fully paid up right and license: (a) to use, modify, reproduce, display and distribute, in any form, those Materials; and (b) to authorize other persons including agents, contractors or sub-contractors, to do any of the former on behalf of the Province, the total consideration for which shall be the disbursement of Funds to the Recipient by the Province. The Recipient irrevocably waives in favour of the Province all rights of integrity and other moral rights in the Materials, for all time.

5.6 No Infringement. The Recipient represents and warrants that the provision of the Materials shall not infringe or induce the infringement of any third party Intellectual Property rights. The Recipient further represents and warrants that it has obtained assurances with respect to any Intellectual Property of the Recipient or any third party that any rights of integrity or any other moral rights

associated therewith have been waived.

6.0 ELIGIBILITY AND CHANGES TO THE SITE OR CERTIFIED SITE

6.1 Minimum Eligibility Requirements. For greater certainty and without limiting the Designation Requirements, the Site must satisfy the applicable Minimum Eligibility Requirements in order to be considered eligible for designation as a Certified Site.

6.2 Notification. The Recipient will promptly notify the Province using the Site Change Notification Form in Schedule “G” to this Agreement of any event, change or circumstance that:

- (a) changes any information relating to the Minimum Eligibility Requirements or that may adversely affect the ability of the Site or the Certified Site as applicable to continue to meet the Minimum Eligibility Requirements;
- (b) if the Site has been designated as a Certified Site, changes any information relating to the Designation Requirements or that may adversely affect the ability of the Certified Site to continue to meet the Designation Requirements; or
- (c) changes any of the information that the Recipient provided to the Province in or in support of its application to the Program.

6.3 Additional Information and Documents. The Recipient shall provide all additional information and documents required by the Province to evaluate the Site Change Notification Form. The Recipient acknowledges and agrees that acceptance of the proposed change(s) outlined in the Site Change Notification Form is at the sole discretion of the Province and additional due diligence or supporting documentation may be required prior to this acceptance.

6.4 Effect of Approved Site Change Notification Form. If the Province approves a Site Change Notification Form, the information about the Site or the Certified Site as applicable shall be deemed to be updated in the Province’s records as set out in the Site Change Notification Form from the date of the signature of the Province on the Site Change Notification Form. Approval of a Site Change Notification Form does not amend the Agreement and if as a result of the Province’s approval of the Site Notification Change Form, the Agreement needs to be amended, the Parties shall do so in accordance with Article 32.0.

6.5 Failure to continue to meet Minimum Eligibility Requirements

- (a) In the event that the Province learns that the Site or the Certified Site as applicable has failed to continue to meet the Minimum Eligibility Requirements from a Site Change Notification Form,
 - (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Minimum Eligibility Requirements.
 - (ii) the Recipient shall bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.5(a)(ii).
 - (iv) if the Recipient receives Notice from the Province that the Site or the Certified Site as applicable is back in compliance with the Minimum Eligibility Requirements, the Site or the Certified Site as applicable shall be in compliance as of the effective date set out in such Notice (the “**Renewed Compliance with the Minimum Eligibility Requirements Date**”).
- (b) If the Site has not yet been designated as a Certified Site and the Agreement is terminated in accordance with section 6.5(a)(iii), no Funds shall be payable by the Province to the Recipient.
- (c) If the Site has not yet been designated as a Certified Site, fails to continue to meet the Minimum Eligibility Requirements and returns back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(iv), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Minimum Eligibility Requirements to and including the Renewed Compliance with the Minimum Eligibility Requirements Date, provided that the Site is later designated as a Certified Site.

- (d) If the Site is designated as a Certified Site, fails to continue to meet the Minimum Eligibility Requirements and returns back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(iv), the Province may, in its sole discretion, pay for the Recipient's Eligible Costs reasonably incurred and paid from and including the Suspension Date – Minimum Eligibility Requirements to and including the Renewed Compliance with the Minimum Eligibility Requirements Date.
- (e) If the Site has been designated as a Certified Site and in the event that the Agreement is terminated in accordance with section 6.5(a)(iii), the Province will pay for the Recipient's Eligible Costs incurred and paid from and including the Project Start Date to and including the Suspension Date – Minimum Eligibility Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use or display the Program Seal in any Marketing Initiatives and destroy copies of the Program Seal in its possession or under its control.

6.6 Failure to continue to meet Designation Requirements

- (a) If the Site has been designated as a Certified Site and the Province learns that the Certified Site has failed to continue to meet the Designation Requirements from a Site Change Notification Form,
 - (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Designation Requirements.
 - (ii) the Recipient shall bring the Certified Site back into compliance with the Designation Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.6(a)(ii).

- (b) If the Site has been designated as a Certified Site and in the event that the Agreement is terminated in accordance with section 6.6(a)(iii), the Province will pay for the Recipient's Eligible Costs incurred and paid from and including the Project Start Date to and including the Suspension Date – Designation Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use or display the Program Seal in any Marketing Initiatives and destroy copies of the Program Seal in its possession or under its control.

6.7 Suspension of Designation as Certified Site

- (a) If the Site has been designated as a Certified Site, and the Recipient receives Notice under section 6.6(a)(i), the Certified Site shall cease to be designated as a Certified Site as of the Suspension Date – Designation Requirements.
- (b) If the Recipient receives Notice from the Province that the Site has been re-designated as a Certified Site, the Site shall be re-designated as a Certified Site as of the effective date set out in such Notice (the “**Re-Designation Date**”).
- (c) If the Site is re-designated as a Certified Site pursuant to section 6.7(b), the Province may, in its sole discretion, pay for the Recipient's Eligible Costs reasonably incurred and paid from and including the Suspension Date – Designation Requirements to and including the Re-Designation Date.

7.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES

7.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

8.0 CONFLICT OF INTEREST

8.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

8.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

8.3 Disclosure to Province. The Recipient will:

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

9.0 REPORTS, ACCOUNTING AND REVIEW

9.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province all Reports in accordance with Schedule "C", or as specified by the Province from time to time;
- (b) submit to the Province at the email address referred to in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) where applicable, ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

9.2 Record Maintenance. The Recipient will keep and maintain:

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

9.3 Site Visit. Prior to the Certification Designation Date, which, for further clarification may take place after the Designation Requirements Deadline Date, the Recipient agrees to allow the Province to visit the Site at any time and take photographs or videos, including photographs or videos by drone, upon a minimum of seventy-two hours' prior Notice to the Recipient.

9.4 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon seventy-two hours' Notice to the Recipient and during normal business hours, visit and inspect the Site or the Certified Site as applicable or the Recipient's business premises, and enter upon the Site or the Certified Site as applicable or the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 9.2;
- (b) remove any copies made pursuant to section 9.4(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

The Recipient agrees that the Province or its authorized representatives, when making visits or inspections of the Site or the Certified Site as applicable, may take photographs or videos, including photographs or videos by drone.

9.5 Disclosure. To assist in respect of the rights provided for in section 9.4, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

9.6 No Control of Records. No provision of the Agreement will be construed so as

to give the Province any control whatsoever over the Recipient's records.

- 9.7 Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

10.0 COMMUNICATIONS REQUIREMENTS

- 10.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section 10.1(a) is in a form and manner as directed by the Province.

- 10.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

- 10.3 Use of Site Information.** Without requiring any further consent from the Recipient, the Recipient authorizes the Province, with respect to any communications, information or materials provided by the Recipient to the Province relating to the Project, the Site, the Certified Site or the Agreement (the "**Site Information**"), to:

- (a) copy, use and reproduce the Site Information for use in the Province's internal inventory of properties until two years after the Expiry Date or the date of termination of the Agreement. If the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory earlier, the authorization will end on the date of such request and subject to section 10.4, the Site Information will be removed from the inventory. If the Site or the Certified Site as applicable is still in the inventory, the Recipient authorizes the Province to contact the Recipient to refresh the information provided at any time until two years after the Expiry Date or the date of termination of the Agreement. The Recipient acknowledges and agrees that the purpose of the inventory is to be able to promote properties for which an application under the Program has been submitted, whether designated as a Certified Site or not, to potential investors;

- (b) post the Site Information related to the Certified Site on-line on the Province's domestic or international websites and social media channels;
- (c) include the Site Information in the Province's Marketing Initiatives in relation to the Certified Site; and
- (d) provide the Site Information related to the Site, whether designated as a Certified Site or not, to any third party, including investment leads, potential investors, government officials who work in investment attraction and any other persons that may request the Site Information for a purpose in connection with the Program.

10.4 In the event that the Province uses any Site Information in its possession in accordance with section 10.3, it will do so on an as-is basis. The Recipient agrees and acknowledges that the Province may not change the applicable Site Information promptly in the event of any of the following:

- (a) a Site Change Notification Form is approved by the Province;
- (b) the Site or the Certified Site as applicable fails to continue to meet the Minimum Eligibility Requirements or the Designation Requirements either on a temporary or permanent basis;
- (c) the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory within two years after the Expiry Date or the date of termination of the Agreement; or
- (d) the Agreement expires or is terminated.

11.0 INDEMNITY AND RELEASE

11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with (i) the Project, (ii) the Program, (iii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, or (vi) the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

11.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

11.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

11.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

11.6 Release. The Recipient:

- (a) on behalf of itself, its successors and assigns, releases and forever discharges the Releasees from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of every nature and kind howsoever arising which the Recipient now

has, may have had or may hereafter have arising from or in any way related to (i) the Project, (ii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iii) the Program, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, or (vi) the Agreement;

- (b) agrees not to make any claim or take any proceeding in connection with any of the claims released against any other person or corporation who might claim contribution or indemnity from the Releasees by virtue of the claim or proceeding; and
- (c) understands and agrees that any consideration paid by the Releasees in connection with this release is deemed to be no admission whatever of liability or responsibility on the part of the Releasees and that any such liability or responsibility is denied.

12.0 INSURANCE

12.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

12.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as

provided for in section 12.1; or

(ii) other proof that confirms the insurance coverage as provided for in section 12.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

13.0 TERMINATION ON NOTICE

13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b); and
 - (ii) subject to section 4.6, provide Funds to the Recipient to cover such costs; and
- (d) demand that the Recipient immediately cease to use or display the Program Seal in any Marketing Initiatives and destroy copies of the Program Seal in its possession or under its control.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2(f), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b); and
- (d) demand that the Recipient immediately cease to use or display the Program Seal in any Marketing Initiatives and destroy copies of the Program Seal in its possession or under its control.

14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds;
 - (iii) provide, in accordance with section 9.1, Reports or such other reports as may have been requested pursuant to section 9.1(b); or
 - (iv) deliver a Site Change Notification Form in accordance with section 6.2;
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the Minimum Eligibility Requirements;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) if any representation, warranty or other information, including in any application material, provided by the Recipient to the Province in connection with this Agreement or for purposes of obtaining for the Site a designation as a Certified Site, is or becomes materially untrue in any respect;
- (f) if the Recipient represents that the Certified Site is designated as a Certified Site in any way that is in contravention of the terms and conditions of this Agreement;
- (g) if the Recipient uses or displays any of the marks that make up the Program Seals in any way that is in contravention of the terms and conditions of this Agreement or the Program Seal License;
- (h) the Recipient is in default under the Program Seal License;
- (i) an application is made to amend the Official Plan or amend or vary the zoning by-law applicable to the Site or the Certified Site as applicable to allow for non-industrial uses, including but not limited to, residential, commercial, institutional or recreational uses; and
- (j) the changes outlined in the Site Change Notification Form are not accepted by the Province in its sole discretion.

15.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but in the sole opinion of the Province did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient;
- (j) cancel and revoke the designation as a Certified Site and the Recipient's right to use the Program Seal; and
- (k) demand that the Recipient immediately cease to use or display the Program Seal in any Marketing Initiatives and destroy copies of the Program Seal in its possession or under its control.

15.3 Opportunity to Remedy. If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

15.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h), (i), (j) and (k).

15.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

16.0 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the Expiry Date, return to the Province any Funds remaining in its possession or under its control.

17.0 REPAYMENT

17.1 Repayment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 18.1.
- 17.5 Fails to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

18.0 NOTICE

- 18.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ontario Investment Office
Ministry of Economic
Development and Growth

2 Queen Street East, 3rd Floor
Toronto, Ontario M5C 3G7

Attention: Investment Ready:
Certified Site Program

Email:

InvestmentReady@ontario.ca

To the Recipient:

**The Corporation of the
Township of
Edwardsburgh/Cardinal**

18 Centre St, PO Box 129
Spencerville, ON K0E 1X0

Attention: Debra McKinstry,
CAO/Clerk

Email:

dmckinstry@twpec.ca

- 18.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email or personal delivery, one Business Day after the Notice is delivered.

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

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

19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

20.0 SEVERABILITY OF PROVISIONS

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

21.0 WAIVER

21.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

22.0 INDEPENDENT PARTIES

22.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

23.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

24.0 GOVERNING LAW

24.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

25.0 FURTHER ASSURANCES

25.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

26.0 JOINT AND SEVERAL LIABILITY

26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

27.0 RIGHTS AND REMEDIES CUMULATIVE

27.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

29.0 SURVIVAL

29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(f), 4.6, section 5.2, Article 6.0, section 9.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections 9.2, 9.4, 9.5, 9.6, 9.7, Article 10.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g), (h) and (k), Article 17.0, Article 18.0, Article 20.0, Article 21.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, Article 32.0, Article 34.0 and Article 35.0.

30.0 ENTIRE AGREEMENT

30.1 This Agreement, including:

Schedule “A” -	Project Description and Timelines
Schedule “B” -	Budget
Schedule “C” -	Reports
Schedule “D” -	Eligible Costs
Schedule “E” -	Legal Description of the Site
Schedule “F” -	Reimbursement Submission

Schedule "G" -	Site Change Notification Form
Schedule "H" -	Post-Designation Annual Report
Schedule "I" -	Post-Designation Check-In
Schedule "J" -	Change Request Form
Schedule "K" -	Visual Depiction of the Site
Schedule "L" -	Additional Designation Requirements

any amending agreement entered into as provided for below and any document incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

30.2 Certification Instructions and Requirements. The Recipient acknowledges having read and understood and agrees to be bound by the terms and conditions of the Certification Instructions and Requirements, as it may be amended from time to time in accordance with section 32.1(c), which is incorporated and made an integral part of this Agreement.

30.3 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Agreement without the Certification Instructions and Requirements and the Certification Instructions and Requirements, the Agreement without the Certification and Instructions will prevail.

31.0 COUNTERPARTS

31.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

32.0 AMENDING THE AGREEMENT

32.1 The Agreement may only be amended in accordance with the following:

- (a) amendments to the municipal address, legal description or PIN of the Site or the Certified Site as applicable, the Designation Requirements Deadline Date or the period of time referred to in section 6.5(a)(ii) or section 6.6(a)(ii) shall be made using the Change Request Form in Schedule "J" of the Agreement. In the event the Province signs the Change Request Form, the Agreement shall be amended accordingly.

- (b) where the Recipient provides an updated Timelines table in Schedule “A” as part of any Report or other report required under section 9.1(b), the existing Timelines table in the Agreement shall be deleted and replaced with the updated Timelines table in the event, and as of the date that, the Province provides its written approval to the Recipient therefor.
- (c) the Province may unilaterally amend the Certification Instructions and Requirements. The Recipient agrees and acknowledges that no notice shall be required to be made to the Recipient in the event of any amendments to the Certification Instructions and Requirements.
- (d) subject to sections 32.1(a), (b) and (c), all other amendments to the Agreement may only be made by written agreement duly executed by the Parties.

33.0 ACKNOWLEDGEMENT

33.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

34.0 INDEPENDENT LEGAL ADVICE

34.1 Independent legal advice. The Recipient acknowledges that the Province has provided the Recipient with a reasonable opportunity to obtain independent legal advice with respect to the Agreement, and that either: (a) the Recipient has obtained such independent legal advice prior to executing the Agreement, or; (b) the Recipient has willingly chosen not to obtain such advice and to execute the Agreement without having obtained such advice.

35.0 OPEN DATA

35.1 Open data. The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, including the Timelines table in Schedule "A", Project results reported by the Recipient, legal description of the Site or the Certified Site as applicable and Budget.

36.0 TIME

36.1 Time. Time is of the essence of this Agreement and no extension or amendment of this Agreement operates as a waiver of this provision.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Economic Development and Growth**

Jan 2, 2018
Date

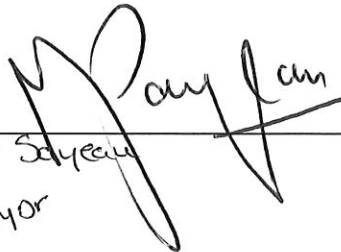


Name: Trish Dyl

Title: Director of Investor Services Branch,
Ontario Investment Office

**The Corporation of the Township of
Edwardsburgh/Cardinal**

Oct 23, 2017
Date



Name: Pat Sweeney

Title: Mayor

Oct 23, 2017
Date



Name: Debra McKinstry

Title: CAO/Clerk

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

The Province implements the Program, which is a discretionary, non-entitlement program with limited funding. The purpose of the Program is to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites.

Project Description

The project (the “**Project**”) consists of the processes and activities undertaken by the Recipient to complete, deliver and comply with all Designation Requirements to obtain and maintain a Certified Site designation for the Site for a maximum period of four (4) years or until the Site or the Certified Site as applicable is legally transferred or leased to another person or until the Agreement is terminated.

When a Site has been designated as a Certified Site, this indicates that the Recipient has provided the Province with satisfactory Site-related information described in the Certification Instructions and Requirements and has otherwise satisfied the Designation Requirements. The Province may make use of the Site-related information in accordance with the terms and conditions of the Agreement and the Recipient, at its discretion, may choose to distribute information and documents required by the Province in relation to the Program to prospective investors.

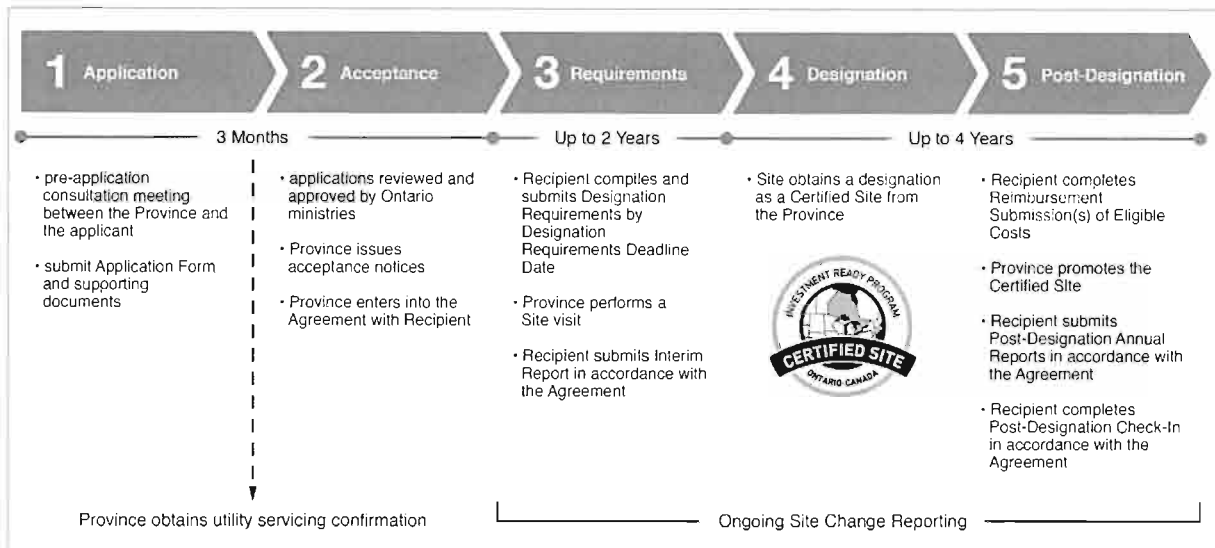
Once a Site has been designated as a Certified Site, the Recipient may undertake marketing in relation to the Certified Site and the Province may reimburse the costs for such marketing in accordance with the terms and conditions of the Agreement. The marketing may include but is not limited to the following:

- News releases and announcements
- Editorial articles in local newspapers and newsletters
- Street-level signage
- Brochures
- Website profiles and interactive maps

Project Workflow

The following diagram provides a general overview of the certification process for the Investment Ready: Certified Site Program. For a detailed description of the Program’s

rules and guidelines, please refer to the Certification Instructions and Requirements.



Timelines

The following is current as of (Month, Day, Year): November 2017

Anticipated Project Completion	
Select an anticipated timeline:	
<input type="checkbox"/>	Two (2) years
<input checked="" type="checkbox"/>	Less than two (2) years
Anticipated Completion Date (Month, Year):	<u>January 2018</u>

Given the anticipated Project completion date listed in the table above, please provide a detailed timeline when the required documents for designation of the Site as a Certified Site will be submitted in the table below. Unless otherwise defined herein, all capitalized terms in the table below shall have the meaning set out in the Certification Instructions and Requirements.

Required Documents for Designation as a Certified Site		Estimated Timeline (Month, Year)
Land use planning	Official Plan and zoning by-law information	<u>December 2017</u>
	Plan of subdivision (if	<u>N/A</u>

	applicable)	
	Environmental Site Assessment (ESA)	December 2017
	Archaeological Assessment	December 2017
	Other assessments (if applicable). Please list:	
Information about the Site	Property survey and legal description	December 2017
	Parcel register	December 2017
	Title search opinion	December 2017
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Site 	December 2017
Site Servicing	Sanitary, water and wastewater service letter from the municipality	December 2017
	Telecommunication service letter Company Name: <u>Bell</u>	December 2017
	Natural gas service letter Company Name: <u>Union Gas</u>	Program staff to complete.
	Hydroelectricity service letter Company Name: <u>Hydro one</u>	Program staff to complete.

SCHEDULE "B"

BUDGET

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Budget Overview

Breakdown of Expenses	Estimated Cost (\$)	Estimated Program Reimbursement (\$)	Expected Cost to Recipient (\$)
<i>Formula:</i>	<i>A</i>	<i>B</i>	<i>A-B</i>
Application Form			
Designation Requirements	\$3500	\$1750	\$1750
Maintenance of Designation Requirements			
Marketing Initiatives	\$10,000	\$5000	\$5000
Total	\$13500	\$6750	\$6750

Breakdown of Designation Requirements Expenses

Estimated Designation Requirements Costs

Required Documents for Designation as a Certified Site		Estimated Cost (\$)
Land use planning	Official Plan and zoning by-law information	0
	Plan of subdivision (if applicable)	N/A
	Environmental Site Assessment (ESA)	\$1500
	Archaeological Assessment	\$500

	Other Assessments (if applicable). Please list:	\$ 1000
Information about the Site	Property survey and legal description	0
	Parcel register	0
	Title search opinion	0
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Site 	\$ 500
Site Servicing	Sanitary, water and wastewater service letter from the municipality	0
	Telecommunication service letter Company Name: Bell	0
	Natural gas service letter Company Name: Union Gas	Program staff to complete.
	Hydroelectricity service letter Company Name: Hydro One	Program staff to complete.
Estimated Total Costs for Designation Requirements:		\$ 3500

Maintenance of Designation Requirements

Maintenance of Designation Requirements		Estimated Cost (\$)
Land use planning	Environmental Site Assessment (ESA)	0
	Archaeological Assessment	
	Other Assessments (if applicable). Please list:	0
Information about the Certified Site	Property survey and legal description	0
	Parcel register	
	Title search opinion	
	Property maps that depict the following elements:	
	<ul style="list-style-type: none"> • Location and Certified Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Certified Site 	
Certified Site Servicing	Sanitary, water and wastewater service letter from the municipality	0
	Telecommunication service letter Company Name: <u>Bell</u>	0
	Natural gas service letter Company Name: <u>Union Gas</u>	Program staff to complete.
	Hydroelectricity service letter Company Name: <u>Hydre One</u>	Program staff to complete.
Estimated Total Costs To Maintain Designation Requirements:		0

Marketing

Marketing Initiatives		Estimated Cost (\$)
1.	Signage	\$ 3 000
2.	Marketing	\$ 5 000
3.	Marketing Materials	\$ 2 000
4.		
5.		
Estimated Total Marketing Costs:		\$10,000

SCHEDULE “C”

REPORTS

REPORTING REQUIREMENTS

Name of Reports	Due Date	Format
Interim Report	Each anniversary of the Effective Date until the Certification Designation Date	Electronic submission of the Interim Report as further set out below.
Post-Designation Annual Report	Each anniversary of the Certification Designation Date starting from the Certification Designation Date and ending on the Expiry Date or date of termination of the Agreement	Electronic submission of the Post-Designation Annual Report as set out in Schedule “H”
Post-Designation Check-in	30 days after the second anniversary of the Certification Designation Date	Please refer to the requirements in Schedule “I”
Reimbursement Submission	See Section 4.1(d) of the Agreement	Electronic submission of Schedule “F”

REPORT DETAILS

All Reports shall be submitted electronically to: InvestmentReady@ontario.ca unless otherwise directed by the Province.

Interim Report

Any Interim Report must include the following:

- An updated Schedule “A”, with any information in the Timelines section of Schedule “A” updated as necessary;
- An explanation of any delays or failures to carry out the Project in accordance with the Agreement, and actions that will be taken to address them;

- Changes to any information provided in or in support of the Recipient's application to the Program; and
- Changes to any information relating to any Designation Requirements already submitted and approved by the Province.

SCHEDULE “D”

ELIGIBLE COSTS

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

ELIGIBLE COSTS:

- Eligible Costs must be directly related to the Project and be actual cash outlays that are incurred and paid by the Recipient to third parties that are documented through paid invoices and proofs of payment acceptable to the Province and are not to exceed fair market value.
- The Province shall require evidence of costs incurred and paid for in accordance with the terms of the Agreement.

Eligible Costs include:

Designation Requirements and Maintenance

Eligible Costs for the completion of the Designation Requirements and the maintenance of designation as a Certified Site (to enable the Site or the Certified Site as applicable to continue to meet the Program’s requirements) include assessments and documentation prepared by qualified professionals for the following services:

- Mapping (topographic map, environmental context map, Net Developable Area map).
- Aerial photograph or video of the Site or the Certified Site as applicable with parcel boundary clearly shown.
- Parcel register and accompanying property index map for each parcel.
- Plan of Survey
- Legal fees (including contract and fees associated with updating information required to maintain designation, for example, the title opinion)
- Surveyor’s real property report.
- Environmental Site Assessments (ESA).
- Archaeological Assessments.

- Production of copies of municipal documents and digital mapping (i.e. copies of draft Plan of Subdivision)
- Project management fees.
- Additional documentation, studies and/or assessments in cases where the Province determines further documentation or studies and/or assessments are necessary pursuant to this Agreement.

Marketing

Reimbursement for marketing costs is intended to offset costs associated with developing marketing specific to the Certified Site and the Program, targeting potential investors and the real estate business community.

Eligible Costs for marketing include:

- Certified Site-specific advertising. Creative design for advertising must be coordinated with the Province and receive approval from the Province prior to placement.
- Certified Site-specific street-level signage.
- Photography, graphic images and renderings of the Certified Site such as drone photography, digital conceptual renderings, and concept plans.
- Development of promotional materials to promote the Certified Site such as brochures, videos, business cases, presentations and pop-up banners, including printing, pressing CDs or DVDs, USB keys and recording of videos.
- Translation into English, French or other languages of marketing materials (i.e. brochures) or website content promoting the Certified Site.
- Software, mobile application or website customization to incorporate references to the Certified Site including logo or key messages (excluding the cost of software licenses or off-the-shelf add-on modules).
- Costs associated with developing and providing Certified Site-related material to support visits to the Site or the Certified Site as applicable, request for information responses and follow ups after the visits to the Site or the Certified Site as applicable.
- Cost of advertisement placement in any media. Plans to purchase media of any kind must be coordinated with the Province and receive approval from the Province prior to placement.

- Creative services related to the development of the marketing described above.

INELIGIBLE COSTS

All costs that are not Eligible Costs are ineligible costs. The following are provided as examples for further clarification:

- Costs incurred prior to the Project Start Date.
- Infrastructure or capital costs related to bringing the Site or the Certified Site as Applicable up to eligibility and property standards, maintenance and property taxes.
- Capital costs: infrastructure development, capital expenditures to acquire or enhance assets, software licenses, electronics (including computers, fax, machines, drones, digital cameras), and demonstration aids. Capital costs include the direct costs of acquisition, construction, expansion, modification, conversion, transportation, installation and insurance (during construction) of fixed assets, as well as the cost of licensing and franchising fees.
- Costs incurred by an Ontario Ministry, Ontario agency or Crown corporation.
- Travel costs and accommodations incurred by the Recipient or third party consultants as a result of the preparation of the Application Form, designation maintenance or marketing (international or domestic).
- Ongoing operational expenses including labour costs, office and overhead expenses (e.g. salaries, wages, including those of staff working on the Project).
- Costs not incurred in Ontario, except when the only supplier(s) of services are outside of Ontario with proof and prior written approval from the Province.
- Entertainment expenses, meals or alcoholic beverages.
- In-kind contributions.
- Costs, including taxes, for which the Recipient has received, will receive or is eligible to receive a rebate, credit or refund.
- Consultant fees are ineligible where there is an indication of an employer-employee relationship to be determined by the Province in its sole discretion.
- Miscellaneous: activities for which one or more persons expect to receive compensation in the form of a commission or finder's fee.

- Fees associated with municipal planning applications unless required and pre-approved in writing by the Province.

Ineligible Marketing Costs

In addition to the types of ineligible costs set out above, the following costs are also ineligible:

- Market research activities associated with general investment attraction, retention and expansion, strategic planning and general economic development.
- Collection or purchase of statistical data that do not directly support Certified Site marketing.
- Regular website maintenance and updating web content, website hosting, software licensing.
- Premiums and corporate gifts including events, shows and concert tickets, Recipient branded items, cups, mugs and pens.
- Postage, including postage for direct mail campaigns.
- Participation in trade shows or conferences, including registration fees for trade shows or conferences; booth design, purchase and assembly; shipping and design of general, non-Certified Site related promotional material specifically for a trade show; overhead costs such as pre-show mailing, stationery and long distance phone calls; research to target companies at a trade show; consultant costs for organizing outgoing missions (including training participants); consultant costs to develop business cases for follow up with potential investors after a trade show.
- Sponsorships.

STACKING OF FUNDS

Stacking of Provincial support will be considered on a case by case basis. Stacking of funding from complementary programs may be acceptable to the Province, in its sole discretion, for Eligible Costs that: (a) are ineligible costs in such complementary programs; and (b) will not be reimbursed by the Province of Ontario under such programs.

SCHEDULE "E"

LEGAL DESCRIPTION OF THE SITE

Site Description

Part of Lots A, B, & C Registered on Plan No. 90 being Part 3 of Plan 15R-11762, Concession 1, Township of Edwardsburgh Cardinal

General Location

Generally located on County Road 2 between Newport Drive and Commerce Drive, in the Township of Edwardsburgh Cardinal.

Known unregistered encumbrances, encroachments (easements):

SCHEDULE "F"

REIMBURSEMENT SUBMISSION

TO: **Investment Ready: Certified Site Program**
Ontario Investment Office
Ministry of Economic Development and Growth

2 Queen Street East, 3rd Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development and Growth (the "Province") and The Corporation of the Township of Edwardsburgh/Cardinal (the "Recipient") effective as of the 7th day of June, 2017 (the "Agreement")

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

1 Site or Certified Site Information

- Please attach a copy of Schedule "E" from the executed Agreement.

2 Key Dates

Project Start Date: March 6, 2017

Agreement's Effective Date: June 7, 2017

Designation Requirements Deadline Date: June 7, 2019

Certification Designation Date: _____

Project Completion Date: _____

3 Program Status

This Reimbursement Submission applies to one or more of the following types of Eligible Costs:

- ☐ Achievement of Designation Requirements (includes application expenses)
- ☐ Maintenance of Designation Requirements and Minimum Eligibility Requirements
- ☐ Marketing

4 Electronic Transfer Payment Registration

All disbursements made under the Agreement are by direct deposit payments, also known as electronic funds transfers (EFTs). Direct deposit payments provide quick service to recipients. The Recipient will receive email notifications for each direct deposit payment.

The Recipient shall register for EFTs by completing the tables below and attaching a scanned PDF copy of a void cheque/stamped bank letter.

If the Recipient is already receiving payments from the Government of Ontario please provide its assigned supplier number, which can be found in a previous cheque or EFT separate remittance advice details.

Please select the most appropriate statement from the following:

- ☐ Option 1: A supplier account has already been established for the Recipient.
Supplier Account Number: _____
- ☐ Option 2: It is not known if a supplier account has been established for the Recipient.
- ☐ Option 3: The Recipient has never received transfer payments from the Government of Ontario.

If option 2 or 3 was selected, please complete the following tables:

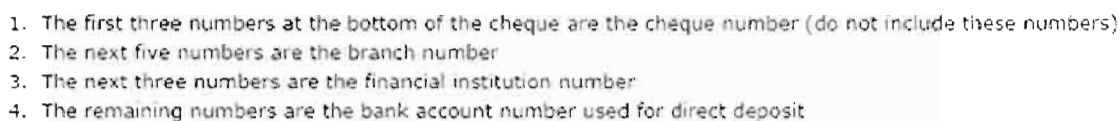
Recipient* Information	
Recipient's Legal Name:	
Trade Name, Division, Branch, Department (if applicable):	
9-Digit CRA Business Number (if applicable):	
Recipient Legal Entity Type (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership* <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____

Address:	
City:	
Province:	
Postal Code:	
Contact Name:	
Contact's Email:	
Business Phone Number:	
Business Fax Number:	

* If the Recipient is a limited partnership, please complete using the general partner's information

Financial Institution Information	
Name of Institution:	
Address:	
City:	
Province:	
Postal Code:	
Branch Number*:	
Bank Number*:	
Account Number*:	

* Please review the information below to locate the requested information:



1. The first three numbers at the bottom of the cheque are the cheque number (do not include these numbers)
2. The next five numbers are the branch number
3. The next three numbers are the financial institution number
4. The remaining numbers are the bank account number used for direct deposit

5 Details of Expenses

Please ask all service providers to reference details of expenses on all invoices including a reference to the Site or the Certified Site as applicable (i.e. legal description or municipal address) for which the work is being completed.

Complete each table with the necessary detail for reimbursement. Municipalities should note that only the non-exempted portion of the HST should be included. Include all applicable invoices with the Reimbursement Submission.

1.0 Legal Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)		HST (\$0.00)		Total (\$0.00)	
1.1								
1.2								
1.3								
1.4								
1.5								
Total Legal Expenses:								

☐ Invoices are labelled accordingly and are attached.

2.0 Land Use Planning Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)		HST (\$0.00)		Total (\$0.00)	
2.1								
2.1								
2.2								
2.3								
2.5								
2.6								
2.7								
2.8								
Total Land Use Planning Expenses:								

☐ Invoices are labelled accordingly and are attached.

3.0 Technical Report Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)		HST (\$0.00)		Total (\$0.00)	
3.1								
3.2								
3.3								
3.4								
3.5								
Subtotal for Environmental Site Assessment (ESA):								
3.6								
3.7								
3.8								
3.9								
3.10								
Subtotal for Archaeological								

Assessment:								
3.11								
3.12								
3.13								
3.14								
3.15								
Subtotal for Other Assessments:								
Total Technical Report Expenses:								

☐ Invoices are labelled accordingly and are attached.

4.0 Marketing Expenses

Note: The Province will reimburse the Recipient for 50% of Eligible Costs up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs in the Agreement, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement.

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)		HST (\$0.00)		Total (\$0.00)	
4.1								
4.2								
4.3								
4.4								
4.5								
Total Marketing Expenses:								

☐ Invoices are labelled accordingly and are attached.

5.0 Miscellaneous Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)		HST (\$0.00)		Total (\$0.00)	
5.1								

5.2								
5.3								
5.4								
5.5								
Total Miscellaneous Expenses:								

☐ Invoices are labelled accordingly and are attached.

6 Summary of Eligible Costs Table

Using the information from the itemized expense details listed in the tables above, complete the summarized table below to calculate the grand total for the Reimbursement Submission.

Expense Category		Category Totals (\$0.00)		Reimbursable Amount Totals (50%) (\$0.00)		Estimated Cost to Recipient (\$0.00)	
<i>Formula:</i>		<i>A</i>		<i>B</i>		<i>A-B</i>	
1.0	Legal						
2.0	Land Use Planning						
3.0	Technical Reports						
4.0	Marketing						
5.0	Miscellaneous						
Grand Total:							

7 Summary of Available Funding

To calculate the remaining Funds available for the Certified Site identified in this Reimbursement Submission and to determine if the total reimbursements for marketing are within the \$10,000 allocation limit, please complete the calculations in the tables below.

Calculations to determine the total funding available for the Certified Site*			
Maximum Funds available to Recipient:		\$50,000*	00
Total reimbursements	a) currently requested:	-	
	b) received to-date:	-	
Total Remaining Balance*:			

Refer to Section 6 of this Schedule – Grand Total, Estimated Cost to Recipient

* This amount includes the \$10,000 referred to in the chart below.

Calculations to determine total reimbursements for marketing			
Maximum allocation for marketing per application:		\$10,000	00
Total reimbursement for marketing for Certified Site	a) currently requested:	-	
	b) received to-date:	-	
Total Remaining Balance for Marketing:			

Refer to Section 6 of this Schedule, Item 4.0

8 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
behalf of the Recipient, hereby certify that the information provided in this
Reimbursement Submission is complete and accurate. The Recipient further
acknowledges that the Province has complete discretion over the approval of any
Eligible Costs and the acceptance of this Reimbursement Submission, and agrees to
provide additional information and documents as may be required by the Province to
evaluate this Reimbursement Submission.

Name:

Title:

Date

I have authority to bind the Recipient.

SCHEDULE “G”
SITE CHANGE NOTIFICATION FORM

TO: **Investment Ready: Certified Site Program**
Ontario Investment Office
Ministry of Economic Development and Growth

2 Queen Street East, 3rd Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development and Growth (the “Province”) and The Corporation of the Township of Edwardsburgh/Cardinal (the “Recipient”) effective as of the 7th day of June, 2017 (the “Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

To provide notification to the Province in accordance with section 6.2 of the Agreement, please follow the instructions outlined in section 2 of this form. If there are any questions or concerns, please email: InvestmentReady@ontario.ca.

2 Instructions

- The Recipient shall provide the following information:
 - Contact information for the Recipient:
 - Name, Title: _____
 - Email address: _____
 - Phone Number: _____
 - Identification details of the Site or the Certified Site as applicable
identification details:
 - Address of the Site or the Certified Site as applicable:

4 Approval (to be completed by Program staff)

The Province hereby approves the requested changes set out in this Site Change Notification Form.

Name:

Date:-

SCHEDULE "H"

POST-DESIGNATION ANNUAL REPORT

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

Recipient Name: **The Corporation of the Township of Edwardsburgh/Cardinal**

Certification Designation Date:

Municipal address of the Certified Site or attach a copy of Schedule E:

Reporting Period:

-
1. Does the Certified Site continue to satisfy the Program's Minimum Eligibility Requirements and Designation Requirements within the reporting period?

☐ Yes

☐ No

If not, please describe the actions taken to date to bring the Certified Site back into compliance:

2. Has any portion of the Certified Site been sold or leased within the reporting period to make the total available property size less than 10 acres?
☐ Yes
☐ No
3. Are you willing to sell or lease a portion of the Certified Site, should the opportunity arise?
☐ Yes
☐ No
4. Within this reporting period, did you use the Site Change Notification Form to notify the Province when the Site Information related to your Certified Site has changed?
☐ Yes
☐ No, it was not required.
☐ No, I was not aware I had to inform the Province.
5. Within this reporting period, have you undertaken any marketing for the Certified Site?
☐ Yes, in the planning stages.
☐ Yes, marketing is completed.
☐ No, but maybe in the future. (skip question 6)
☐ No, there is no intention to do so. (skip question 6)
6. If "Yes" to Question 5, please list the type of marketing the Recipient plans or has completed for the Certified Site:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

Acknowledgement

I, _____, _____ of the Recipient, on behalf of
 Name Title
 the Recipient, hereby certify that the information provided in this Post-Designation
 Annual Report is complete and accurate.

Name: _____

Title:

Date _____

I have authority to bind the Recipient.

SCHEDULE “I”

POST-DESIGNATION CHECK-IN

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

The purpose of the Post-Designation Check-In is to verify the accuracy of the details of the Certified Site at the second anniversary of the Certification Designation Date. The Post-Designation Check-In does not replace the Recipient’s on-going responsibility to comply with the notification requirements in section 6.2 of the Agreement.

- For a complete listing of the Program’s Minimum Eligibility Requirements and Designation Requirements, please refer to the Certification Instructions and Requirements.

2 Instructions

- At the second anniversary of the Certification Designation Date, the Recipient must confirm (i) whether the information provided in or in support of the Recipient’s application to the Program is still accurate; (ii) that the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) that the Certified Site continues to meet the Designation Requirements.
- The Recipient must complete this Post-Designation Check-In within 30 days after the second anniversary of the Certification Designation Date.
 - In the event that (i) the information provided in or in support of the Recipient’s application to the Program remains unchanged; (ii) the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) the Certified Site continues to meet the Designation Requirements, an authorized signing officer of the Recipient is required to notify the Province by sending an email to InvestmentReady@ontario.ca.
 - OR
 - In the event of any event, change or circumstance described in section 6.2 of the Agreement, the Recipient must complete a Site Change Notification Form.
- The Province will notify the Recipient when the Post-Designation Check-In has been completed.

SCHEDULE "J"

CHANGE REQUEST FORM

TO: Investment Ready: Certified Site Program
Ontario Investment Office
Ministry of Economic Development and Growth

2 Queen Street East, 3rd Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development and Growth (the "Province") and The Corporation of the Township of Edwardsburgh/Cardinal (the "Recipient") effective as of the 7th day of June, 2017 (the "Agreement")

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Please complete all appropriate sections (to be completed by the Recipient).

☐ **1. Amendment to Municipal Address**

The municipal address of the Site or the Certified Site as applicable set out in the section entitled "Municipal Address" in Schedule "E" of the Agreement is hereby deleted in its entirety and replaced with the following:

"Municipally known as:

_____,"

☐ **2. Amendment to Legal Description**

The legal description of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule "E" is hereby replaced with the legal description set out in the parcel register attached as Appendix 1 to this Change Request Form. **[NTD: Program to add Appendix 1 and attach new parcel register]**

☐ **3. Amendment to Property Identification Number ("PIN")**

The PIN of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule "E" is hereby replaced with the PIN set out in the parcel register attached as Appendix 1 to this Change Request Form. **[NTD: Program to add Appendix 1 and attach new parcel register]**

☐ 4. Amendment to Site Description

The site description set out in the section entitled “Site Description” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“ _____

_____”

☐ 5. Time Extension to Meet Designation Requirements

The Designation Requirements Deadline Date is extended by deleting the definition of “Designation Requirements Deadline Date” in section 1.2 of the Agreement and replacing it with the following:

““Designation Requirements Deadline Date” means _____.”

[NTD: If approved by the Province in advance, include the following paragraph:

The Expiry Date is extended by deleting the definition of “Expiry Date” in section 1.2 of the Agreement and replacing it with the following:

“**Expiry Date**” means _____.”]

☐ 6. Amendment to section 6.5(a)(ii) of the Agreement

In section 6.5(a)(ii) of the Agreement, the reference to “60 days” is hereby replaced with “_____ days”.

☐ 7. Amendment to section 6.6(a)(ii) of the Agreement

In section 6.6(a)(ii) of the Agreement, the reference to “60 days” is hereby replaced with “_____ days”.

8. Reasons for requested amendment(s):

The following information was obtained from the review of the records:

9. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Change Request Form. The Agreement is accordingly amended upon execution of this form by the Recipient and the Province. All other terms and conditions of the Agreement remain in full force and effect.

The Corporation of the Township of Edwardsburgh/Cardinal

_____ Name:	_____ Date
_____ Title:	

_____ Name:	_____ Date
_____ Title:	

I/We have authority to bind the Recipient.

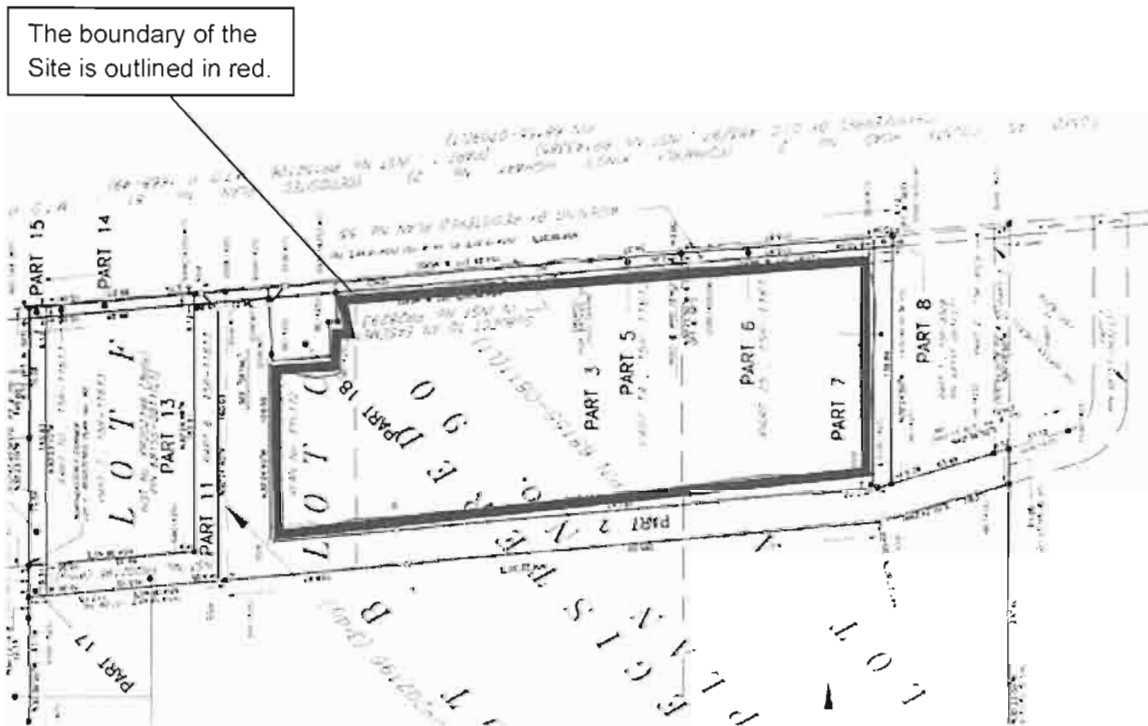
**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Economic Development and Growth**

_____ Name:	_____ Date
Title: Director of Investor Services Branch, Ontario Investment Office	

SCHEDULE "K"

VISUAL DEPICTION OF THE SITE

The visual depiction of the Site set out below is not legally binding and is included for reference purposes only. For greater certainty, in the event of a conflict or inconsistency between the Site as described in Schedule "E" and the visual depiction of the Site set out below, the Site as described in Schedule "E" will prevail.



SCHEDULE “L”
ADDITIONAL DESIGNATION REQUIREMENTS

The following is required by the Designation Requirements Deadline Date:

1. Completion of an Environmental Impact Study of the unassessed woodlots on the Site to determine provincial significance in accordance with Section 7.0 (Significant Woodlands) of the Ministry of Natural Resources and Forestry’s Natural Heritage Reference Manual for Natural Heritage Policies of the Provincial Policy Statement, 2005; and
2. Completion of a Species at Risk Ecological Assessment for the Site, in accordance with Section 5.0 (Significant Habitat of Threatened and Endangered Species) of Ministry of Natural Resources and Forestry’s Natural Heritage Reference Manual for Natural Heritage Policies of the Provincial Policy Statement, 2005.