

CONTRIBUTION AGREEMENT

for the Rural Ontario Development Program – Community Development

THE AGREEMENT is effective as of the 1st day of January, 2026

BETWEEN:

His Majesty the King in right of Ontario
as represented by the Minister of Rural Affairs
 (the "Province")
 - and -
The Corporation of the Township of Edwardsburgh/Cardinal
 (the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project
Schedule "D" -	Project Financial Information
Schedule "E" -	Reports

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

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency

3.0 COUNTERPARTS

3.1 One and the Same Agreement. 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.

3.2 Electronic Signatures. The Parties accept that their respective electronic signatures, as defined in the *Electronic Commerce Act, 2000* (Ontario), bind them to the terms and conditions of this Agreement.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges and agrees that:

- (a) it has read and understands the provisions contained in the entire Agreement;
- (b) it will be bound by the terms and conditions in the entire Agreement;
- (c) 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);
- (d) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (e) 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 *Broader Public Sector Accountability Act, 2010* (Ontario) and the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (f) the Province is not responsible for managing or carrying out the Project;
- (g) 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; and
- (h) the Province is bound by the *Financial Administration Act* (Ontario) ("**FAA**") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the fiscal year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by Minister of Rural Affairs**

Date

Name:

Scott Duff

Title:

Director, Rural Policy and Economic Development
Branch

02/04/2026

Date

The Corporation of the Township of Edwardsburgh/Cardinal



[Tory Deschamps \(Apr 2, 2026 12:28:08 EDT\)](#)

Name:

Tory Deschamps

Title:

Mayor

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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 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;
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive;
- (f) any reference to a statute includes all regulations made under that statute, as well as any amendments to the statute or its regulations from time to time. It also includes any successor legislation or regulations that replace or supersede them, unless this Agreement expressly states otherwise; and
- (g) all accounting terms shall be interpreted, and all calculations shall be made and all financial data to be submitted shall be prepared, in accordance with the accounting standards in Canada, as applicable to the Recipient when preparing such data.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Arm’s Length**” has the meaning as set out in Schedule “C”.

“**Budget**” means the budget in Schedule “C”.

“**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.

“**Claim**” means a request for Funds in the manner outlined in Schedules “D” and “E”.

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

“**Eligible Costs**” has the meaning as set out in Schedule “C”.

“**Event of Default**” has the meaning ascribed to it in section A11.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Final Report**” means a final Report on the Project in the manner set out in Schedule “E”.

“**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 or the Expiry Date, whichever is first.

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

“Holdback” has the meaning as set out in Schedule “D”.

“Incurred” in relation to costs, means when associated goods, services, or work have been fully delivered or completed, regardless of whether an invoice has been issued and when actual payment was made.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Indigenous Communities” include First Nations, Métis, and Inuit communities or peoples of Canada.

“Ineligible Costs” has the meaning as set out in Schedule “C”.

“Maximum Funds” has the meaning as set out in Schedule “B”.

“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 A11.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A11.4.

“Ontario Builds sign” has the meaning ascribed to it in Schedule “B”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Program” means the Rural Ontario Development Program.

“Progress Report” means an interim Report on the Project in the manner set out in Schedule “E”.

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

“Project Activities” has the meaning ascribed to it in Schedule “C”.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in Schedule “B”.

“Provincial Cost-Share Funding Percentage” has the meaning as set out in Schedule “B”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

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

“Requirements of Law” means all applicable requirements of law as may be set out in statutes, regulations, by-laws, codes, rules, ordinances, official plans, approvals, permits, licenses, authorizations, decrees, injunctions, orders and declarations, or any other similar instrument with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario); or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the term of the Agreement as defined in section A3.0.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be during the Term, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has not, and will not receive funding for this Project during the Term from any other ministry, agency, or organization of the Government of Ontario;
- (c) it has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient's ability to complete the Project by the Project Completion Date;
- (d) it is in compliance with, and will continue to comply with, all Requirements of Law for the Term related to any aspect of the Project, the Funds, or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in its application for Program funding, including information relating to eligibility requirements, was true and complete at the time the Recipient provided it and will continue to be true and complete during the Term.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

A2.3 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 A7.0; 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.

A2.4 Supporting Proof. Upon the request of the Province, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) any changes that affect its representations, warranties and covenants under sections A2.1, A2.2 or A2.3 of this Agreement during the Term of the Agreement;
- (b) any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) any change in ownership or ownership structure.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A10.0 or Article A11.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds, based on the Provincial Cost-Share Funding Percentage, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule “D”, subject to the Recipient making claims for payment of Funds in accordance with Schedules “D” and “E”; and
- (c) provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually Incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A9.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province is not obligated to provide instalments of Funds until it has verified and approved the Recipient’s Claim and/or Final Report, as applicable; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) complete the Project by the Project Completion Date;
- (c) not use the Funds for Ineligible Costs;
- (d) use the Funds only for Eligible Costs that are:
 - (i) necessary for the purposes of carrying out the Project; and
 - (ii) directly related to the Project Activities set out in Schedule “C”;
- (e) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

A5.2 Disposal. The Recipient

- (a) will, where Ontario's contribution to the cost of a physical asset created or purchased using the Funds, exceeds twenty-five hundred dollars (\$2,500.00) at the time of purchase or creation of the asset, retain ownership of the physical asset for at least two (2) years from the Project Completion Date. Within this two (2) year period, the Recipient may ask for the Province's consent to transfer to a third party, or dispose of, such assets; and
- (b) will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A5.2(a) for at least two (2) years from the Project Completion Date unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A5.2, the Province may recover the Funds provided to the Recipient for the assets referred to under section A5.2.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, 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 by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "**Province**" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
- (b) submit to the Province at the address set out in Schedule "B":
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "E";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (c) ensure that all Reports and other reports are:

- (i) completed to the satisfaction of the Province; and
- (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 Disclosure. To assist in respect of the rights set out under section A7.4, A7.5, and A7.6 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A7.8 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.9 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 8.1 of the *Auditor General Act* (Ontario).

A8.0 INDEMNITY

- A8.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.
- A8.2 **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.
- A8.3 **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 this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A8.4 **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, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A8.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A9.0 INSURANCE**
- A9.1 **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 the amount set out in Schedule "B" per occurrence, which commercial general liability insurance 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) at least 30 days' written notice of cancellation.
- A9.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A9.1; or
 - (ii) other proof that confirms the insurance coverage required by section A9.1; and

- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A10.0 TERMINATION ON NOTICE

A10.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A10.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A10.1, the Province may take one or more of the following actions:

- (a) direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) cancel further instalments of Funds;
- (c) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) 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 A10.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A11.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A11.1 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 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; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(b)(ii); or
 - (iv) the Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (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 an application is made for the appointment of a receiver, or any mediation or financial review process or other formal or informal process intended to restructure, settle, or compromise debts prior to insolvency proceedings is initiated;
- (d) the Recipient ceases to operate.

A11.2 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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A11.3 Opportunity to Remedy. If, pursuant to section A11.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A11.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A11.2(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 A11.2(a), (c), (d), (e), (f), (g), (h), and (i).

A11.5 When Termination Effective. Termination under Article A11.0 will take effect as provided for in the Notice.

A12.0 FUNDS AT THE END OF A FUNDING YEAR

A12.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province, at its sole and absolute discretion, may adjust the amount of any further instalments of Funds accordingly.

A13.0 REPAYMENT

A13.1 Payment 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 to the Province an amount equal to the excess Funds.

A13.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A13.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A13.4 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 set out in Schedule "B".

A13.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A14.0 NOTICE

A14.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A14.2 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; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A14.3 Postal Disruption. Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A15.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 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.

A17.0 WAIVER

A17.1 Condonation not a waiver. Failure or delay by either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A17.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver. Where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

A17.3 Failure to Comply. If a Party fails to comply with any term or condition of this 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 A14.0 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. Where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

A18.0 INDEPENDENT PARTIES

A18.1 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.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A12.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario

A20.0 GOVERNING LAW

A20.1 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.

A21.0 FURTHER ASSURANCES

A21.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 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.

A23.2 Joint Authorship of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

A24.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A24.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His 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.

A25.0 SURVIVAL

A25.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the Expiry Date or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), section A4.4, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, section A10.2, section A11.1, sections A11.2(d), (e), (f), (g), (h), and (i), Article A12.0, Article A13.0, Article A14.0, Article A16.0, section A19.2, Article A20.0, Article A22.0, Article A23.0 and Article A25.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$50 000.00
Provincial Cost-Share Funding Percentage	50.00
Project Completion Date	March 31, 2027
Expiry Date	March 31, 2028
Insurance	\$2,000,000
Recipient's CRA Number	108132341

Contact information for the purposes of Notice to the Province and Submissions Of Reports and Publications For Approval.

All Reports and Project-related publications requiring approval under this Agreement shall be submitted to:

Name: Ontario Ministry of Rural Affairs
Address: Economic Development Funding Administration Branch
3rd Floor NE, 1 Stone Road West
Guelph, Ontario N1G 4Y2
Attention: Agriculture and Rural Programs Unit
Email: RODprogram@ontario.ca
or any other person so identified by the Province in writing.

Contact information for the purposes of Notice to the Recipient

Name: Sean Nicholson
Position Chief Administrative Officer (CAO)
Address: PO Box 129, 18 Centre Street
Spencerville, Ontario K0E 1X0
Phone: 613-658-3055
Email: snicholson@twpec.ca

Contact information for the CAO, CFO or other senior financial representative of the Recipient organization – to respond as required to requests from the Province related to the Agreement

Name: Sean Nicholson
Position Chief Administrative Officer (CAO)
Address: PO Box 129, 18 Centre Street Spencerville, Ontario K0E 1X0
Phone: 613-658-3055
Email: snicholson@twpec.ca

ADDITIONAL PROVISIONS:

B1.0 COMMUNICATIONS

B1.1 Acknowledgement and Support. Unless the Province directs the Recipient to do otherwise, the Recipient will:

- (a) submit all Project-related external or public facing publications, whether intended for written, oral or visual communications and including social media publications, to the Province's contact set out in Schedule "B" for approval at least ten (10) Business Days prior to their intended publication date;
- (b) acknowledge the support of the Province for the Project in the following manner: "This project was funded in part by the Ontario Ministry of Rural Affairs", or as otherwise directed; and
- (c) indicate in all of its Project-related publications, whether written, oral or visual, that any views expressed therein are the views of the Recipient and do not necessarily reflect those of the Province.

The Recipient's internal Project-related communications are not subject to the requirements in sections B1.1 (a), (b) and (c).

B1.2 Ontario Builds Signage Requirements. If the Recipient's Project includes minor capital work with a construction period of 90 days or more, or with a provincial contribution of \$250,000, the Recipient shall produce and display a sign ("**Ontario Builds sign**") at the Project site in accordance with the following rules:

- (a) The Province will provide the Recipient with digital templates, digital artwork, and any guidelines that the Recipient must use to create the Ontario Builds sign.
- (b) The Recipient must submit the Ontario Builds sign to the Province for review and approval prior to production and installation. Following approval by the Province, the Recipient must install the Ontario Builds sign in a timely manner.
- (c) The Recipient shall ensure that the Ontario Builds sign is present before construction work starts and throughout construction, unless directed otherwise by the Province in writing.
- (d) The Recipient shall ensure the Ontario Builds sign remains in place for at least 90 days following completion of construction and shall remove the sign within six months of completion of construction. The Recipient shall ensure that the Ontario Builds sign remains in a good state of repair until it is removed.
- (e) The Recipient must provide the Province with photographs of the Ontario Builds sign once it is on display.
- (f) The Province will monitor compliance with the requirements of this section, and may, at its discretion, advise the Recipient of issues and required adjustments. The Recipient shall promptly implement any adjustments required by the Province.
- (g) All expenses related to Ontario Builds signage, such as design, production, and installation are the responsibility of the Recipient and will be within the Recipient's Budget.

B1.3 Publication by the Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under the *Freedom of Information and Protection of Privacy Act* (Ontario), publicly release information related to this Agreement, including the name of the Project, name of the Recipient, amount of Funds provided by the Province, and the Project description and location, in hard copy or in electronic form, on the internet or otherwise.

B2.0 THIRD-PARTY CONTRACTS

B2.1 Definition. For the purposes of this Agreement, the term “Third-Party Contract” means an agreement between the Recipient and an Arm’s Length third-party whereby the third-party agrees to provide a good or service for the Project, in return for financial consideration, that may be claimed by the Recipient as an Eligible Cost.

B2.2 Third-Party Contracts. The Recipient will ensure that all Third-Party Contracts:

- (a) are consistent with this Agreement;
- (b) do not conflict with this Agreement;
- (c) incorporate the relevant provisions of this Agreement to the fullest extent possible; and
- (d) require that any parties to those Third-Party Contracts comply with all Requirements of Law.

B3.0 FUNDING

B3.1 Province’s Role Limited to Providing Funds. For greater clarity, the Province’s role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement, or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement, will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

B3.2 Funds are Part of a Social or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

B4.0 LIMITED TERMINATION OF AGREEMENT

B4.1 Limited Termination of Agreement. Without limiting the Province’s rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A10.0 or A11.0 of this Agreement, the Province may limit such termination to one or more Project Activities set out under Schedule “C” of this Agreement without terminating this Agreement as a whole.

B4.2 Impact of Limited Termination of The Agreement. If the Province exercises its right under section B4.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

B5.0 INSOLVENCY

B5.1 Notice of Recipient’s Insolvency. The Recipient will:

- (a) provide the Province with Notice in writing to the address in this Schedule at least ten (10) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors or initiation of any mediation or financial review process or other formal or informal process intended to restructure, settle, or compromise debts prior to insolvency proceedings, and will not incur any additional Eligible Costs for the Project under this Agreement without the Province’s prior written consent from the date the Notice is sent to the Province; and

- (b) provide the Province with Notice in writing to the address in this Schedule within ten (10) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional Eligible Costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

B6.0 DUTY TO CONSULT

- B6.1 Funding Dependent Upon Province Satisfying Any Duty to Consult Obligations.** The Recipient accepts that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate Indigenous Communities where decisions or actions regarding the Project may adversely impact established or asserted Aboriginal or treaty rights.
- B6.2 Delegation.** The Recipient agrees that the Province may delegate to the Recipient any procedural aspect of any consultation obligations it may have with Indigenous Communities having established or asserted Aboriginal or treaty rights who may be adversely impacted by the Project. Such delegation may require the Recipient to undertake any of the following consultation activities, as directed by the Province:
- (a) providing notice of the Project to the Indigenous Communities identified by the Province;
 - (b) following up, as necessary, in an appropriate manner to ensure that the Indigenous Communities are aware of the opportunity to provide comments about the Project;
 - (c) answering questions from the Indigenous Communities about the Project to the extent of the Recipient's ability;
 - (d) providing the Indigenous Communities with reasonable opportunities to meet with appropriate representatives of the Recipient to discuss the Project;
 - (e) considering comments provided by the Indigenous Communities regarding the potential impact of the Project on Aboriginal or treaty rights, and any potential accommodation or mitigation measures as appropriate.
- B6.3 Report to Province.** Where the Province has delegated any of the procedural aspects of consultation on the Project to the Recipient, the Recipient will provide a report to the Province, within the timeframe directed by the Province acting reasonably, that includes:
- (a) a list of all Indigenous Communities notified by the Recipient of the Project;
 - (b) a summary of all communications between the Recipient and the Indigenous Communities regarding the Project;
 - (c) a summary of all comments or concerns that the Indigenous Communities have provided with respect to the Project;
 - (d) any other information that the Province may deem appropriate.
- B6.4 Direction from Province.** The Recipient agrees to comply with any direction from the Province with respect to the Project, including by prospectively suspending, altering or terminating the Project.

B6.5 Termination of Agreement. The Recipient accepts that the Province may, without any liability, penalty or cost, terminate this Agreement in accordance with section A10.1 of Schedule “A” in the event that the Province determines that it is unable to satisfy any obligations it may have to consult with and, if appropriate, accommodate any Indigenous Communities whose established or asserted Aboriginal or treaty rights may be adversely impacted by the Project. Where the Province terminates this Agreement pursuant to this section, the Province will have the rights set out under section A10.2 of Schedule “A”.

B7.0 NO CHANGES TO PROJECT

B7.1 No Changes. The Recipient will not make any changes to the Project, including to the Project Completion Date, without an amending agreement executed by both Parties.

B7.2 Extension of Project Completion Date by Consent. Despite section B7.1, the Project Completion Date may be extended provided that:

- (a) the extension is for a reasonable period and a satisfactory rationale is provided by the Recipient;
- (b) the new Project Completion Date is at least 6 months prior to the Expiry Date;
- (c) the request by the Recipient is made to the Province in writing to the address in this Schedule;
- (d) the Province provides its approval in writing; and
- (e) the Recipient complies with any conditions that the Province imposes as part of its approval.

Any extension of the Project Completion Date shall be at the sole and absolute discretion of the Province. The Recipient acknowledges and agrees that no extension is guaranteed or implied, and that the Province is under no obligation to grant any such extension. The Recipient shall plan and perform all obligations under this Agreement with the objective of meeting the Project Completion Date as initially agreed to by the Parties.

B8.0 PAYMENT OF FUNDS

B8.1 No Payment of Funds until Claims are Approved. The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and compliance with the other requirements set out in Schedule “D”.

B8.2 No Provincial Payment of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

B8.3 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

B9.0 SURVIVAL

B9.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the Expiry Date or termination of the Agreement: Article B1.0, Article B2.0, section B4.2, section B6.5, Article B8.0, and Article B9.0.

SCHEDULE "C" PROJECT

C1.0 PROJECT NAME

Feasibility Study for Industrial Park Expansion in TWPEC

C2.0 PROJECT TYPE

Community Development, Strategies and Plans

C3.0 PROJECT OBJECTIVE

The Township of Edwardsburgh/Cardinal will receive up to \$50,000 in ROD program funding to complete a feasibility study for the Industrial Park Expansion.

C4.0 PROJECT ACTIVITIES

C4.1 **Project Activities Eligible for Funding.** The following activities form the Project and are eligible for funding by the Province in accordance with Schedule "D" (the "Project Activities"):

1. Conduct site assessments and evaluate environmental, regulatory, and ownership factors for four potential locations in the Township Edwardsburgh/Cardinal
2. Identify alternative uses for the Byers Road property if not suitable for industrial development
3. Determine the most viable road access route, including preliminary engineering and railway crossing feasibility for the Industrial Park Expansion in Edwardsburgh/Cardinal
4. Develop a conceptual servicing plan and prepare preliminary cost estimates for road and servicing for the Industrial Park Expansion in Edwardsburgh/Cardinal
5. Compile findings and recommendations into the Feasibility Study for the Industrial Park Expansion in Edwardsburgh/Cardinal

C4.2 **Use of Funds.** The Recipient is required to use the Funds exclusively for the Eligible Costs that are directly necessary to carry out the Project Activities. Funds must not be used for any activities, services, or purchases that fall outside the scope of the Project Activities. Any expenses that cannot be clearly linked to the Project Activities may be deemed ineligible by the Province in its sole discretion. Only a portion of the Eligible Costs, up to the Maximum Funds, will be funded by the Province, as further set out in Schedule "D".

C4.3 **Completion of Project Activities.** All Project Activities shall be fully completed by the Project Completion Date set out in Schedule "B".

The Province shall determine, in its sole discretion, whether the Project Activities have been completed. In making this determination, the Province may consider whether, in the Province's opinion, the Project Objective set out in Article C3.0 has been met.

Failure to complete all Project Activities by the Project Completion Date may result in the Project being deemed incomplete. This could lead to the Province exercising its rights of termination pursuant to Article A10.0 of this Agreement, and may affect reimbursement of Claims in respect of the Project or future participation in related provincial programs.

C5.0 ELIGIBLE COSTS

C5.1 **"Eligible Costs"** means the costs paid by the Recipient that are:

- (a) Incurred by the Recipient in the Province of Ontario between the Effective Date and the Project Completion Date;
- (b) paid by the Recipient to an Arm's Length third party;
- (c) in the opinion of the Province, reasonable and necessary for carrying out the Project Activities listed in Article C4.0 and properly and reasonably Incurred;
- (d) limited to the eligible cost items set out in section C5.2; and

- (e) if related to travel or meals, consistent with the requirements for travel and meal costs set out in section C7.1 of this Agreement.

C5.2 Eligible Cost Items. For the purposes of subsection C5.1(d), the eligible cost items for the Project are as follows:

Professional Fees	Consulting fees: site conditions, regulations, ownership, approvals, land use. Includes servicing plan, preliminary engineering & cost estimates.
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C5.3 Incurring Eligible Costs. The Recipient shall Incur the portion of Eligible Costs that are funded by the Province, as outlined Schedule “D,” in accordance with the following Budget. Notwithstanding sections 4.1 and B7.1, the Budget is intended as a guideline, and adjustments may be made to the Budget without an amending agreement. Adjustments to the Budget that result in changes to the total amount of Funds Incurred by the Recipient in a particular Funding Year shall require the Province’s approval in writing.

The Recipient acknowledges that, notwithstanding the provisional nature of the Budget, it remains bound by the terms of this Agreement and shall make all reasonable efforts to comply with the Budget as set out below, or any revised version thereof as approved by the Province.

PROJECT BUDGET						
FUNDING YEAR	QUARTER 1 (APR.-JUN.)	QUARTER 2 (JUL.-SEP.)	QUARTER 3 (OCT.-DEC.)	QUARTER 4 (JAN.-MAR.)	Maximum Total Eligible Costs per Fiscal Year	Maximum ROD Program Contribution
2025-26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2026-27	\$0.00	\$25,000.00	\$50,000.00	\$25,000.00	\$100,000.00	\$50,000.00

C6.0 INELIGIBLE COSTS

C6.1 Ineligible Costs. Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in Article C5.0 of this Agreement or were not approved by the Province in writing before the Recipient Incurred the costs. Ineligible Costs include but are not limited to:

- costs to apply to the Program;
- any cost Incurred prior to the Effective Date or after the Project Completion Date;
- costs related to normal business practices such as but not limited to insurance and taxes, meetings not directly related to the Project, office space, utilities, regular or deferred maintenance, office supplies, stationary, business cards, phones, internet and networks not for exclusive use within the Project, and uniforms;
- costs to obtain goods, services or both, where those goods, services or both were not obtained from an entity operating at Arm’s Length from the Recipient;
- any in-kind costs;
- any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario;
- any cost associated with providing any Reports to the Province pursuant to Schedule “E” or any other information or reports requested by the Province pursuant to section A7.2; and
- any cost associated with lobbying the Province, including other ministries, agencies and organizations of the Government of Ontario.

C7.0 TRAVEL AND MEAL COSTS

C7.1 Travel and Meal Costs. In order to be considered Eligible Costs, travel and meal costs must be:

- (a) identified in Article C5.0 of this Agreement;
- (b) aligned with the most current Travel, Meal and Hospitality Expenses Directive, a copy of which will be provided to the Recipient by the Province upon request.

C8.0 ARM'S LENGTH

C8.1 Arm's Length. For the purposes of this Agreement, the term "Arm's Length" shall have the same meaning as determined under the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement. For greater certainty, any ambiguity in the interpretation or application of this term shall be resolved by the Province, in its sole discretion.

C9.0 PROJECT OUTCOMES AND PERFORMANCE MEASURES

C9.1 Project Outcomes and Performance Measures. The following project outcomes and performance measures were identified in the Recipient's application for Program funding as being reasonably attributable to the Project Activities. The Final Report (as outlined in Schedule "E") must include details on the results of these outcomes and performance measures.

ROD Program Outcome	Performance Measure	Target
Businesses attracted, retained and expanded	Number of businesses attracted within 3-5 years	8
Economic barriers addressed in rural including those of Indigenous communities	Number of infrastructure gaps/dev constraints addressed	4
Increased capacity and effectiveness for rural Economic Development	Number of stakeholders & businesses engaged; level of satisfaction	20
Jobs attracted or retained	Number of jobs attracted and retained	120

SCHEDULE "D" PROJECT FINANCIAL INFORMATION

The Recipient shall use the Funds exclusively for Eligible Costs that are directly necessary to carry out the Project Activities as outlined in Schedule "C". Only a portion of the total Eligible Costs will be funded by the Province, in accordance with the Provincial Cost-Share Funding Percentage specified in Schedule "B," which represents the share of Eligible Costs that the Province will contribute toward the Project.

Schedule "D" sets out the detailed breakdown of funding amounts for the Project and the Recipient's verification obligations required to support disbursement of the Funds. All payments are subject to the Province's review and approval of submitted documentation confirming that costs are eligible and properly Incurred and paid.

D1.0 FUNDING INFORMATION

D1.1 Funding Amount. The total amount of Funds provided under this Agreement shall be calculated as a percentage of the Eligible Costs, as outlined in Schedule "C," up to the Maximum Funds as set out in Schedule "B".

This percentage is referred to as the Provincial Cost-Share Funding Percentage, which represents the portion of Eligible Costs, up to the Maximum Funds, that the Province will contribute toward the Project. The specific Provincial Cost-Share Funding Percentage applicable to this Project is set out in Schedule "B".

The Recipient shall be responsible for covering the remaining portion of the Eligible Costs not funded by the Province.

D2.0 CLAIMS AND VERIFICATION

D2.1 Condition Precedent to Funding. The Province shall have no obligation to provide any disbursement of the Funds to the Recipient until the following:

- (a) the Recipient has provided a Claim and/or a Final Report, as applicable, in accordance with Schedule "E";
- (b) the Recipient has provided satisfactory supporting documentation as outlined in this Schedule, in a form and substance satisfactory to the Province, including:
 - (i) copies of invoices or such other documentation evidencing costs Incurred and paid relating to the Eligible Costs claimed in the submitted Claims;
 - (ii) any other information, including accounts, data, and projections, as the Province may request from time to time; and
- (c) the Province has verified and approved the Claim and/or Final Report, in writing.

D2.2 Submission of Claims. The Recipient shall submit Claims for reimbursement only after Eligible Costs are Incurred and paid in full. Each Claim must include:

- (a) a detailed invoice or financial statement outlining the Incurred costs;
- (b) proof of payment (e.g., receipts, bank statements, cleared cheques);
- (c) a description of the goods or services procured; and
- (d) confirmation that the costs comply with the requirements in Schedule "C".

D2.3 Supporting Documentation. All Claims must be accompanied by supporting documentation satisfactory to the Province, which may include but is not limited to:

- (a) supporting documentation as described in section D2.1(b);
- (b) contracts, purchase orders, or service agreements;
- (c) timesheets or payroll records (if applicable); and
- (d) photographic or other evidence of deliverables or milestones achieved.

Proof of payment must set out in detail:

- (a) who paid for the goods, services, or both and the relationship with the Recipient;
- (b) who received the payment;
- (c) the good, services or both that were provided; and
- (d) the date of payment.

D2.4 Verification. All Funds are provided by the Province on a reimbursement-basis. No payments shall be made until the Province has verified proof of payment, subject to the Holdback Payment as detailed below.

The Recipient must submit appropriate documentation demonstrating that Eligible Costs have been Incurred and paid in accordance with the terms of this Agreement. No payment shall be made unless the Province is satisfied that the submitted costs are Eligible Costs and properly supported.

D2.5 Consequences of Incomplete or Unsatisfactory Claims. If a Claim is found to be incomplete, inaccurate, or unsupported:

- (a) the Province may reject the Claim in whole or in part;
- (b) the Recipient may be required to resubmit the Claim with additional documentation; and
- (c) repeated submission of unsatisfactory Claims may result in suspension or termination of funding.

D3.0 HOLDBACK

D3.1 Limitation on Payment of Funds. Despite section A4.1, the Province shall hold back a portion of the Funds payable to the Recipient equal to 10 percent of the Maximum Funds ("**Holdback**"), to be released to the Recipient only after all of the following have occurred:

- (a) receipt and approval by the Province of the Final Report required pursuant to Schedule "E";
- (b) receipt by the Province of the final Claim for the Project in accordance with Schedule "E"; and
- (c) confirmation from the Recipient that the Project has been completed in accordance with the terms of this Agreement.

D3.2 No Interest. The Province is not obligated to pay interest on the Holdback as described in D4.1 or any other payments under this Agreement.

SCHEDULE "E" REPORTS

CLAIMS

E1.1 Claim Submission Requirements. The Recipient shall submit Claims electronically using the Province's claims portal, as outlined in the instructions provided to the Recipient by the Province at the time of Project approval.

E1.2 The Recipient shall submit a minimum of one Claim each Funding Year (which begins April 1 and ends March 31). No Claim will be required to be submitted during the first Funding Year from the Effective Date to March 31, 2026.

E1.3 The Province may waive any Claim requirement at its sole and absolute discretion.

E1.4 The Recipient shall submit Claims to the Province as set out in the following table:

Name of Claim		Reporting Period*	Due Date
(a)	2026-27 Claim(s)	Covering the period from the Effective Date to March 1, 2027.	A minimum of one Claim must be submitted in Funding Year 2026-27 for Eligible Costs Incurred no later than March 1, 2027.

(b)	Final Claim	Up to the Project Completion Date.	The final claim is to be completed and submitted to the Province within three (3) months following the Project Completion Date.
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REPORTS

E1.5 Reporting Requirements. For Projects lasting more than 12 months, the Recipient shall submit a minimum of one Progress Report each Funding Year (April 1 to March 31), unless the Project Completion Date falls within that particular Funding Year. No Progress Report will be required for the first Funding Year from the Effective Date to March 31, 2026.

E1.6 The Province may waive any reporting requirement at its sole and absolute discretion.

E1.7 A Progress Report shall contain, at a minimum, the following details:

- (a) information on Eligible Costs Incurred to date;
- (b) progress on Project Activities; and
- (c) information on any significant risks or impediments to the successful completion of the project on or before the Project Completion Date.

E1.8 Reports shall be provided as set out in the following table. Reports are not considered delivered until reviewed and approved by the Province:

Name of Report		Due Date
(a)	2026-2027 Progress Report	A minimum of one Progress Report must be submitted in Funding Year 2026-27, no later than March 1, 2027.
(b)	Final Report	The Final Report is to be completed and submitted to the Province on or before: Project Completion + 4 months A copy of the Final Report Template will be provided to the Recipient upon request. Receipt and approval of the Final Report by the Province is one of the conditions required for the release of the Holdback to the Recipient.
(c)	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

ROD Grant Contribution Agreement

Final Audit Report

2026-04-02

Created:	2026-03-30
By:	Natalie Charette (ncharette@twpec.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9GOjPQwdwnsd0YdG4U3ZBrTSgbJVK3Ci

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