

## ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT is effective as of the 30<sup>th</sup> day of May 2025.**

### **BETWEEN:**

**His Majesty the King in right of Ontario  
as represented by the Minister of Sport**  
(the “Province”)

**- and -**

**The Corporation of the Municipality of East Ferris**  
(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” -	Payment Plan
Schedule “E” -	Reports
Schedule “F” -	Eligible and Ineligible Costs
Schedule “G” -	Communications Requirements
Schedule “H” -	Indigenous Consultation Protocol
Schedule “I” -	Form of Certificate of Title
Schedule “J” -	Form of Legal Opinion

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.

## 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 from Recipient.** 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) 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);
- (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;
- (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; and
- (f) 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 Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**5.2 Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**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 the Minister of Sport**

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**Date**

**Name: Neil Coburn**

**Title: Director, Strategic Policy and Planning  
Branch**

**THE CORPORATION OF THE MUNICIPALITY  
OF EAST FERRIS**

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**Date**

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**Name**

**Title**

**I have authority to bind the Recipient**

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**Date**

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**Name**

**Title**

**I have authority to bind the Recipient**

## SCHEDULE "A" GENERAL TERMS AND CONDITIONS

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### **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; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**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 schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Asset"** means any land or fixed capital asset, including buildings or structures, constructed or improved for which Funds are provided pursuant to the Agreement.

**"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.

**"Communications Requirements"** means the communications requirements set out in Schedule "G".

**"Contract"** means each of the following contracts that exists in respect of the Project:

- (a) a contract between the Recipient and a Third Party whereby the Third

Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration, and

- (b) a contract between the Recipient and its Project Partner required under the Agreement.

**“Cost Share Amount”** means Funds up to the percentage set out in Schedule “B” of Eligible Costs that is less than or equal to the Maximum Funds.

**“Development Costs”** means the Eligible Costs relating to pre-construction activities in accordance with Schedule “F”.

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

**“Eligible Cost”** means a cost or expenditure that is eligible for Funds in accordance with section A4.7.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

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

**“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.

**“Governmental Authority”** means the Ministry of Sport, and any other federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Recipient, any aspect of the performance of a Contract or the operation of the Recipient, or the services the Recipient provides, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

**“Holdback Funds”** means the holdback funds set out in Schedule “B” that is ten percent (10%) of Maximum Funds.

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

**“Ineligible Cost”** means a cost or expenditure for the Project that is not an Eligible Cost, examples of which are listed under the heading “Ineligible Costs” in Schedule “F”.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum 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 A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, an individual, the Recipient, a Third Party, a corporation, a government, or any other legal entity, and their officers, servants, employees, or agents, the executors, administrators or other legal representatives of an individual in such capacity, and includes a Project Partner.

**“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.

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

**“Project End Date”** means the Project end date set out in Schedule “C”.

**“Project Partner”** means a Person who shares an ownership or leasehold interest with the Recipient in the Asset.

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

**“Reports”** means the reports and documents described in Schedule “E”.

**“Requirements of Law”** means all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to or

applicable to any aspect of the Agreement, the Project, or the Funds.

**“Survival Date”** means the survival date set out in Schedule “B”.

**“Third Party”** means any Person, other than a Party, who participates or is otherwise involved in the implementation of the Project by means of a Contract.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 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, expertise and financial health necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with Requirements of Law;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including without limitation information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is not, and will continue to not be, a party to any other agreement or Contract with any other Person that conflicts with or contravenes the Agreement;
- (f) it owns or has a long-term lease agreement (long-term leasehold interest) that expires no earlier than the Survival Date or has a renewal option that would extend the lease agreement up to at least the Survival Date for the Asset and that it will provide evidence of same in the prescribed form set out in Schedule “I” in respect of ownership, or in Schedule “J” in respect of a lease agreement to the satisfaction of the Province, in its sole discretion, as a condition of the Province flowing any Funds under the Agreement;
- (g) it is not, and will continue to not be, using funds from the Province pursuant to any other grant program of the Province for the Project, other than Funds under the Agreement;
- (h) if it has an ownership or a leasehold interest in the Asset with one or more Project Partners, it has and will continue to have legally binding agreements with all owners and leaseholders, as applicable, of the land on which the Project is to be carried out, and with all Project Partners, as

applicable, which agreements are consistent with, and incorporate the relevant provisions of the Agreement;

- (i) it is, and will continue to be responsible for Project costs other than Funds paid under the Agreement, including Eligible Costs not part of the Cost Share Amount, unapproved expenditures, Ineligible Costs and cost overruns; and
- (j) the Asset is for sport or recreation use, the Asset will be primarily open to the public and available for public use throughout the year or the appropriate season of the year, and such use will continue until at least the Survival Date.

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

- (a) the full power, authority 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 and systems to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to:
  - (i) manage Funds prudently and effectively;
  - (ii) complete the Project successfully;
  - (iii) identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
  - (iv) prepare and submit all Reports required pursuant to Article A7.0; and
  - (v) 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, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A2.5 **Representation and Warranty.** The Recipient represents and warrants that:

- (a) it is not aware of any investigation, inquiry, or proceeding (other than routine inspections) in connection with the Project, including the property that is the site of the Project, by any Governmental Authority;
- (b) it is not aware of any actions, suits, proceedings or investigations that relate to the Project, the Asset, or the use, occupation and possession of the property that is the site of the Project that may be pending or threatened against any Person associated with the Project; and
- (c) it is not aware of any actions, suits, proceedings or investigations pending or threatened against the Recipient or against any Person associated with the Project or the property that is the site of the Project that individually or in the aggregate could result in any:
  - (i) material adverse effect on the Recipient, including on the Recipient's businesses, assets, or financial condition;
  - (ii) impairment of the ability of the Recipient to perform its obligations under a Contract, the Agreement or both; or
  - (iii) impairment of the ability of any Person associated with the Project to perform its obligations under any Contract.

### **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 A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds for the Cost Share Amount up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "D"; and
- (c) 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:
  - (i) the Agreement is executed by both Parties;
  - (ii) the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2; and
  - (iii) the Recipient provides the evidence of ownership or leasehold interest to the satisfaction of the Province, in its sole discretion, required by section A2.1(f);
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) Ineligible Costs are not eligible for Funds in accordance with the Agreement and the Province is not obligated to provide any Funds to the Recipient for Ineligible Costs;
- (d) the Province is not obligated to provide any Funds or any further payments of Funds to the Recipient until it is satisfied that its duty to consult with Indigenous communities, if any, and, its duty to accommodate any Indigenous communities, if applicable, have been met;
- (e) the Province is not obligated to provide Funds in an amount that is greater than the Cost Share Amount; and
- (f) the Province may adjust the amount of Funds it provides to the Recipient for 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) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Costs that do not exceed the Cost Share Amount;

- (d) despite any other provision in this Agreement, not use more than 20 percent of the Maximum Funds for Development Costs, which is the maximum amount for Development Costs set out in Schedule “B”;
- (e) not use the Funds to cover:
  - (i) any Ineligible Cost; and
  - (ii) any Eligible 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; and
- (f) complete the Project on or before the Project End Date and provide proof of completion in accordance with Schedule “E”.

**A4.4 Interest-Bearing Account.** If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Province will calculate Funds 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.

**A4.7 Eligible Costs.** In order for a cost or expenditure to be eligible for Funds in accordance with the Agreement, the cost or expenditure must:

- (a) be directly related to the Project;
- (b) be a cost or expenditure that would not otherwise have been incurred but for the Project;
- (c) fall within the list of eligible costs under the heading “Eligible Costs” in Schedule “F”;
- (d) have been incurred on or after the Effective Date and no later than March 31, 2027; and

- (e) be an actual cash outlay by the Recipient to one or more third parties acting at arm's length on or after the Effective Date and no later than March 31, 2027 that can be documented through paid invoices, receipts or other records that are satisfactory to the Province, in its sole and absolute discretion.

A4.8 **Funding Shortfall.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all the funding available to it, the Recipient will:

- (a) immediately give Notice to the Province of that determination; and
- (b) within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the shortfall of funding.

A4.9 **Funding Shortfall Remedies.** If the Province is not satisfied that the measures proposed in accordance with paragraph (a) of section A4.8 will be adequate to remedy the shortfall of funding, then the Province may exercise one or more of the remedies available to it pursuant to section A12.4.

A4.10 **Request for Payment.** The Recipient will submit requests for payment of Funds in accordance with the payment plan attached to the Agreement as Schedule "D".

A4.11 **Funds Conditional on Project Completion.** The Province will retain the Holdback Funds until the Recipient has completed the Project in accordance with the terms of the Agreement and to the satisfaction of the Province and the Recipient has requested the Holdback Funds in accordance with the payment plan attached to the Agreement as Schedule "D".

A4.12 **Notice to Province.** If, at any time during the Term, the Recipient determines that any of the following has occurred or will occur, the Recipient will immediately provide Notice to the Province of that determination:

- (a) A Project Partner no longer has an ownership or leasehold interest in the Asset being constructed or improved as the Project under the Agreement.
- (b) Any event that could or could be seen by a reasonable person to jeopardize the completion of the Project, including the dissolution of an arrangement between the Recipient and a Project Partner or between the Recipient and a third party that is required to complete the Project.

## **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 do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## 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) submit to the Province in a manner specified by the Province:
  - (i) all Reports in accordance with the timelines, form and content requirements set out in Schedule “E” or in a form, within the timelines, or with the content the Province may specify from time to time;
  - (ii) any other reports in accordance with any timelines, form and content requirements the Province may specify from time to time;
- (b) 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 (7) 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 **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.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in accordance with the Communications Requirements set out in Schedule "G".

## **A9.0 INDEMNITY**

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 **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, termination or material change.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1, and renewal replacements on or before the expiry of any such insurance; and
  - (ii) a valid clearance certificate of coverage under the *Workplace Safety and Insurance Act, 1997*, and thereafter, updated valid clearance certificates of coverage under that Act upon request by the Province;
- (b) in the event of a Proceeding, and upon the Province's request, 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; and
- (c) ensure that each Third Party obtains all the necessary and appropriate insurance that a prudent person in the business of the Third Party would maintain and that the Recipient is named as additional insureds with respect to any liability arising in the course of performance of the Third Party's obligations under the applicable Contract, and provide proof of same to the Province upon request.

**A11.0 TERMINATION ON NOTICE**

**A11.1 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.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (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 A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 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(a)(ii);
- (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 applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

**A12.2 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;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

**A12.3 Opportunity to Remedy.** If, pursuant to section A12.2(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.

**A12.4 Recipient not Remedying.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

## **A13.0 FUNDS UPON EXPIRY**

**A13.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

## **A14.0 DEBT DUE AND PAYMENT**

**A14.1 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.

**A14.2 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.

**A14.3 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.

**A14.4 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".

**A14.5 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.

## **A15.0 NOTICE**

**A15.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; 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.

**A15.2 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;
- (b) or in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 **Postal Disruption.** Despite section A15.2(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, courier or fax.

## A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## A17.0 SEVERABILITY OF PROVISIONS

A17.1 **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.

## A18.0 WAIVER

A18.1 **Condonation not a waiver.** Failure or delay by the 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.

A18.2 **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.

## A19.0 INDEPENDENT PARTIES

A19.1 **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.

## A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **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.

## A21.0 GOVERNING LAW

A21.1 **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.

## A22.0 FURTHER ASSURANCES

A22.1 **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.

## A23.0 JOINT AND SEVERAL LIABILITY

**A23.1 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.

## **A24.0 RIGHTS AND REMEDIES CUMULATIVE**

**A24.1 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.

## **A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A25.1 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.

## **A26.0 SURVIVAL**

**A26.1 Survival.** Any rights and obligations of the Parties that extend, by their nature, beyond the term of the Agreement will continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles and sections, and all applicable cross-referenced Articles, sections and schedules: Article 1.0, Article 2.0, Article 3.0, Article 5.0, Article A1.0 and any other applicable definitions, sections A2.1(a), (f), (i) and (j), section A4.2(d), sections A4.4, A4.5, A4.6 and A4.9, 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, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A17.0, section A20.2, Article A21.0, Article A23.0, Article A24.0, Article A26.0 and Article A27.0.

## **A27.0 TRANSFER AND MAINTENANCE OF ASSET**

**A27.1 Transfer and Maintenance of Asset.** The Recipient acknowledges that:

- (a) it will not transfer ownership of, assign its long-term leasehold interest in, or, where applicable, fail to exercise an option to extend its leasehold interest in the Asset prior to the Survival Date, unless the Recipient obtains the prior written consent of the Province; and
- (b) should the Asset be damaged, destroyed or otherwise rendered unusable prior to the Survival Date, the Recipient will repair or rebuild as determined appropriate by the Province, and reopen the Asset within a reasonable period of time, unless the Province and the Recipient, acting reasonably, agree that reconstruction is not feasible.

## **A28.0 INDIGENOUS ENGAGEMENT**

**A28.1 Indigenous Engagement.** The Recipient agrees to be bound by the terms and conditions of the Indigenous Engagement Protocol set out in Schedule "H".

**A28.2 Legal Duty to Consult.** Until the Province is satisfied that any legal duty to consult and, where appropriate, to accommodate Indigenous communities has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province has no obligation to pay any Funds, as determined by the Province.

**A28.3 Satisfaction with Consultation.** If the Project requires consultation with one or more Indigenous communities, the Province must be satisfied that:

- (a) Indigenous communities have been notified and, if applicable, consulted;
- (b) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Indigenous communities consulted, concerns raised, and how each of the concerns has been addressed or, if not addressed, an explanation as to why not;
- (c) the Recipient is carrying out accommodation measure, where appropriate; and
- (d) any other information has been provided which the Province may deem appropriate.

**A28.4 Archaeological Assessments.** Where ground or water body disturbance is proposed in carrying out the Project, prior to undertaking site preparation or construction for the Project, the Recipient will:

- (a) undertake an archaeological potential evaluation, and
- (b) if an archaeological assessment is recommended, undertake the assessments on the sites upon which the Project will occur where ground disturbance is proposed.

## **A29.0 THIRD PARTY INVOLVEMENT**

**A29.1 Third Party Involvement.** Where any aspect of the Project is carried out by a Third Party other than the Recipient, the Recipient will ensure the Third Party carries out that aspect of the Project, incurs Eligible Costs for which the Recipient may receive Funds, and otherwise conducts itself, in accordance with the spirit and intent of the Agreement.

**A29.2 Recipient's Obligations.** For greater clarity, the Recipient acknowledges that section A29.1 does not relieve the Recipient of any of its obligations under the Agreement.

## **END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	<b>\$314,056,00</b>
<b>Percentage of Eligible Costs for the Cost Share Amount</b>	<b>Up to 50%</b>
<b>Maximum amount for Development Costs (20% of Maximum Funds)</b>	<b>\$62,811</b>
<b>Holdback Funds (10% of Maximum Funds)</b>	<b>\$31,406</b>
<b>Survival Date</b>	<b>September 30, 2031</b>
<b>Expiry Date</b>	<b>September 30, 2027</b>
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	<b>\$10,000</b>
<b>Insurance</b>	<b>\$2,000,000</b>
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b>  <b>Ontario Ministry of Sport</b>  777 Bay Street, 2<sup>nd</sup> Floor, Suite 260  Toronto, Ontario  M5G 2C8</p> <p>Attention: Manager, Community Infrastructure Unit  <b>Email:</b> <a href="mailto:CSRIF@ontario.ca">CSRIF@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Greg Kirton  <b>Position:</b> Director of Community Services  <b>Address:</b> 25 Taillefer Road. Corbeil, ON, P0H 1K0  <b>Email:</b> <a href="mailto:greg.kirton@eastferris.ca">greg.kirton@eastferris.ca</a></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> Jason Trottier  <b>Position:</b> CAO / Treasurer  <b>Address:</b> 25 Taillefer Road. Corbeil, ON, P0H 1K0  <b>Email:</b> <a href="mailto:jason.trottier@eastferris.ca">jason.trottier@eastferris.ca</a></p>

**Additional Provisions:**

None

## **SCHEDULE "C"** **PROJECT**

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**C1.0 Project Title.** The title of the Project is  
Community Centre Elevator Replacement.

**C2.0 Project Summary.**

This Project will replace the elevator in the East Ferris Community Centre and Arena which will improve programming and the usability of the space. The current lift cannot be independently operated and does not meet accessibility criteria required for senior or children's programming.

**C3.0 Project Location.**

East Ferris Community Centre and Arena  
1267 Village Road, Astorville, ON P0H 1B0  
Latitude: (46.186055134879695), Longitude: (-79.28618426099068)

**C4.0 Project Description.**

This Project involves the design and construction work to replace the elevator in the community centre.

The Project requires two major components:

- 1) Design and completion of structural modifications to the building to expand the elevator shaft along the exterior of the building.
- 2) Installation, testing and inspection of the new elevator, including all electrical work and programming.

**C5.0 Project Start Date.** The Project start date is **May 30, 2025**.

**C6.0 Project End Date.** The Project end date is **September 30, 2026**.

**C7.0 Project Workplan.** The following table sets out the workplan for the Project with estimated dates of completion for each component of the plan and the Recipient will provide actual dates of completion as required in the Reports:

<b>Key Milestone</b>	<b>Activities</b>	<b>Anticipated Start Date (05/30/2025)</b>	<b>Anticipated End Date (09/30/2026)</b>
Design Phase	Completion of architectural and design work including engineering for elevator shaft expansion and new mechanical/electrical requirements	05/30/2025	01/31/2026
Tendering	Drafting of tender documents based on the construction ready documents produced in the design phase. Tendering to follow EF Procurement By-law. Council to review submissions.	02/01/2026	04/30/2026
Construction	Contract awarded and construction to begin. Existing lift shaft will be expanded with a larger elevator pit installed. New elevator and mechanical systems to be installed and finishing work completed.	05/01/2026	07/31/2026
Commissioning and Project Close-out	Testing, inspection, and commissioning of new elevator. Project close-out.	07/31/2026	09/30/2026

## SCHEDULE “D” PAYMENT PLAN

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### **D1.0 DEFINITION**

**D1.1 Definitions.** In this Schedule the following terms will have the following meanings:

“**Claims Report**” means a claims report in accordance with Schedule “E” (Reports).

“**Final Report**” means the final report in accordance with Schedule “E” (Reports).

“**Progress Report**” means a progress report in accordance with Schedule “E” (Reports).

### **D2.0 PAYMENT**

**D2.1 Timing of Request.** The Recipient will submit a request for payment for Eligible Costs in a Claims Report to the Province within a reasonable time from when the Eligible Cost was incurred and in accordance with the timing identified in column 1 of Table 1.

**D2.2 No Penalty.** The Recipient is not required to submit a request for payment of an Eligible Cost and there is no penalty for failure to request payment for an Eligible Cost.

**D2.3 Payment of Funds.** Subject to the terms and conditions in the Agreement, the Province will provide payment of Funds to the Recipient up to the amount set out in column 3 of Table 1 in this Schedule “D” upon the Province’s satisfaction that the Recipient has met the conditions for payment in column 2 of Table 1 for the payment described in column 1 of Table 1.

**D2.4 No Payment Required.** In addition to any other applicable terms and conditions of the Agreement, the Province is not required to provide a payment:

- (a) unless the Recipient provides a request for payment in accordance with this Schedule “D”;
- (b) until the Province is satisfied with the Reports and other documentation required as conditions for payment in Table 1 below; and
- (c) until the Province has received and is satisfied with any and all Reports specified by the Province.

**Table 1**

Payment Date or Milestone	Conditions for Payment	Amount
First Payment  The Recipient may submit the initial Claims Report with the first Report required in the table in Schedule "E".	<ol style="list-style-type: none"><li>1. The Agreement has been executed by both Parties.</li><li>2. The Recipient has provided to the Province the requisite documents that demonstrate compliance with the Agreement, including:<ol style="list-style-type: none"><li>a. Proof of Insurance required by section A10.2;</li><li>b. Evidence of ownership or long-term leasehold interest required by section A2.1(f);</li><li>c. Notice(s) of conflict of interest, if any, as required by Article 6.0.</li></ol></li><li>3. The Recipient has provided the Province with the necessary information to facilitate a payment of Funds to the Recipient.</li><li>4. The Recipient has submitted the first Report within 90 days of Agreement execution that includes confirmation of approved signage installation, as required by section G5.5.</li><li>5. The Recipient has submitted the first Claims Report showing Eligible Costs incurred.</li></ol>	Up to the Maximum Funds less the Holdback Funds
Subsequent Payment(s)  The Recipient may submit a Claims Report once per quarter, as	<ol style="list-style-type: none"><li>1. The Recipient has submitted a Claims Report showing additional Eligible Costs incurred.</li></ol>	Up to the Maximum Funds less the Holdback Funds and less any previous payments

<p>necessary, on the following dates:</p> <ul style="list-style-type: none"> <li><input type="radio"/> May 20</li> <li><input type="radio"/> August 20</li> <li><input type="radio"/> November 20</li> <li><input type="radio"/> February 20</li> </ul>		
<p><b>Final Payment</b></p> <p>The Recipient may submit a final Claims Report with the submission of the Final Report, within 90 days of completion of the Project.</p>	<ol style="list-style-type: none"> <li>1. The Recipient has submitted the Final Report.</li> <li>2. The Recipient has submitted a Claims Report showing additional Eligible Costs incurred.</li> </ol>	Up to the Maximum Funds, including the Holdback Funds, less any previous payments

**SCHEDULE “E”  
REPORTS**

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<b>Report</b>	<b>Detail</b>	<b>Coverage Period</b>	<b>Due Date</b>
Progress Report 1	A progress report is required to provide regular updates on the Project.	May 30, 2025 – November 30, 2025	On or before: December 19, 2025
Interim Report	An interim report is required upon reaching half-way through the Project’s timeline.  This report will include forecasting information to the end of the fiscal year (March 31).	May 30, 2025 – January 31, 2026	On or before: February 6, 2026
Progress Report 3	A progress report is required to provide updates on the Project.	February 1, 2026 – July 31, 2026	On or before: August 20, 2026
Final Report	The Final Report is due within 90 days of completion of Project.	May 30, 2025 – September 30, 2026	On or before: December 29, 2026

## **E1.0 REPORT DETAILS**

**E1.1 Claims Reports.** The Recipient will submit a claims report containing the Recipient's request for payment for Eligible Costs in respect of the Project (a "Claims Report"). A Claims Report must be in the form prescribed by the Province and signed by an authorized signing officer of the Recipient. A Claims Report must include the following:

- (a) a detailed breakdown of invoices that are being claimed for reimbursement (all amounts to be presented in Canadian currency);
- (b) copies of original invoices (invoices in foreign currencies to include accompanying currency conversion statements in Canadian currency), receipts and associated documentation that may be required to validate the eligibility of costs, including but not limited to proof of payment;
- (c) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both;
- (d) an attestation by an authorized representative of the Recipient in a format acceptable to the Province that confirms the Eligible Costs claimed in the request for payment have been paid and incurred in accordance with the terms and conditions of the Agreement; and
- (e) such other information as the Province may request.

**E1.2 Progress Reports.** The Recipient will submit progress reports to the Province at the intervals set out in the table above ("Progress Report"). A Progress Report will be in the form prescribed by the Province and signed by an authorizing officer of the Recipient. The Recipient will ensure that each Progress Report includes, without limitation, and at the sole discretion of the Province, the following information in respect of the Project:

- (a) the Province's forecasted contributions to the Project;
- (b) the construction start date and the construction end date (forecasted and actual where applicable);
- (c) the percentage of the Project that has been completed;
- (d) risks and mitigation strategies;
- (e) confirmation that the Project is on track to achieve expected results or, if the Project is completed, confirmation of completion in the form and manner prescribed by the Province;

- (f) confirmation that all required signage for the Project has been installed; and
- (g) any other information respecting the Project that may be requested by the Province, acting reasonably.

**E1.3 Interim Report.** The Recipient will submit an interim report to the Province in accordance with the table above and in a form prescribed by the Province (“Interim Report”). The Interim Report(s) will be signed by an authorized signing officer of the Recipient and will include:

- (a) a detailed description of the progress of the Project to the date of the report or as specified;
- (b) a performance measurement plan, which shall consist of an updated construction schedule including baselines and targets related to short-, intermediate- and longer-term outcomes;
- (c) particulars of how the Communications Requirements have been implemented or applied;
- (d) an interim unaudited financial statement showing Project expenditures and revenues (including interest) prepared by a qualified person;
- (e) evidence in the form and manner determined by the Province of the percentage of the Project completed;
- (f) details of any variance from the Project (including timelines);
- (g) any changes to the Project’s financials since the last progress report and an up-dated forecast; and
- (h) any other information respecting the Project that may be requested by the Province, acting reasonably.

**E1.4 Final Report.** Within 90 days of the Project End Date, the Recipient will submit a final report (“Final Report”) in a form satisfactory to the Province, and signed by an authorized signing officer of the Recipient. A Final Report will include:

- (a) a detailed description of the Project as completed, including photographs;
- (b) a performance measurement plan, which shall consist of the confirmation of completion of construction in accordance with the construction schedule including baselines; and targets related to short-, intermediate- and longer-term outcomes;

- (c) particulars of how the Communications Requirements have been implemented or applied;
- (d) an audited financial statement which accounts for total Project revenue (including interest) and expenditures;
- (e) evidence in the form and manner determined by the Province that the Project has been completed;
- (f) a final Claims Report, if applicable, in the form(s) prescribed by the Province;
- (g) when requested, copies of all original invoices and receipts for the Project;
- (h) details of any variance from the Project (including timelines); and
- (i) any other information respecting the Project that may be requested by the Province, acting reasonably.

**E1.5 Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

**SCHEDULE “F”**  
**ELIGIBLE AND INELIGIBLE COSTS**

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**F1.0 ELIGIBLE COSTS**

F1.1 The following is the list of Eligible Costs referred to in section A4.7 of Schedule “A”:

- (a) Development Costs related to pre-construction directly required for the Project, excluding taxes on those costs, including:
  - i. architectural, engineering and developmental design costs;
  - ii. costs of mandatory assessments, evaluations, studies or surveys required to proceed with the Project, such as:
    - 1. Architectural, engineering, and heritage studies
    - 2. Risk assessment and technical studies
    - 3. Environmental assessments
    - 4. Archaeological assessments;
  - iii. costs associated with obtaining necessary approvals, licenses or permits, except where the Recipient is the entity providing the approval, license or permit; and
  - iv. costs related to following the Indigenous Consultation Protocol set out in Schedule “H”, including the translation of documents into languages spoken by the interested Indigenous community(ies);
- (b) project management costs, including fees paid to professionals, technical personnel, consultants, and contractors specifically engaged to undertake the Project, excluding taxes on those costs;
- (c) costs for fixed equipment and technology that will be installed as part of the Project, excluding taxes on those costs, that consist of:
  - i. Permanently installed furnishings and equipment; or
  - ii. Exterior and interior finishes;
- (d) transportation and delivery costs for equipment and materials, excluding taxes;
- (e) construction and/or renovation costs, excluding taxes on those costs, including:
  - i. costs for materials;
  - ii. costs for equipment necessary to undertake the construction or renovation;
  - iii. all work done on the Project site in respect of the Project and preparation costs for same, including:
    - 1. demolition;

2. land clearing;
3. excavation;
4. grading;
5. utility installation;
6. erosion control;
7. drainage systems;
8. soil testing and stabilization
9. foundation;
10. framing;
11. construction and installation;
12. landscaping;
13. off-site services necessary for the Project's completion if approved in advance by the Province; and
14. temporary facility costs that are necessary for the Project's completion, including site offices, storage units, and access roads;

- iv. labour costs, except salaries of employees of the Recipient; and
- v. inspection fees;

- (f) communications costs insofar as they relate to the Communications Requirements (Schedule 'H')) and only to the extent allowed by the Communications Requirements; and
- (g) Any other cost or expenditure expressly permitted in writing by the Province.

## **F2.0 INELIGIBLE COSTS**

F2.1 The following are examples of Ineligible Costs:

- (a) costs and expenditures incurred outside of the timeframe described in section A4.7(d) of Schedule "A";
- (b) costs related to any component of the Project other than its approved scope;
- (c) costs for the acquisition, expropriation or leasing of land, buildings, other facilities, or equipment, except the rental of equipment for the purpose of undertaking the Project;
- (d) costs for non-fixed or moveable equipment, technology and furnishings, including maintenance vehicles;
- (e) costs associated with developing the business case and applying for the Funds under this Agreement;
- (f) fundraising costs and costs related for developing business cases to support ongoing fundraising efforts for the Project;

- (g) costs for studies, assessments, surveys that are not required to proceed with the Project such as general feasibility studies or studies related to the development of business cases or other financial supports;
- (h) Travel, meal, hospitality, accommodation, or incidental costs or expenses of the Recipient or of a Third Party in a Contract with the Recipient;
- (i) costs related to regular operations or maintenance of the facility, including:
  - i. salaries and benefits of staff, even where staff is directly providing support to the Project;
  - ii. programming supplies (sports, recreation and fitness equipment that is not fixed, including portable nets, balls, mats);
  - iii. program delivery costs;
  - iv. maintenance material stock or vehicles;
  - v. utilities, administration, lease, and other operational costs;
- (j) costs for and related to legal services, audit services, financing, administration, loan payments, easements (surveys), banking, insurance, and bonding;
- (k) costs, charges, penalties or fees incurred or paid:
  - i. due to late or non-payment, rush request, contract termination or non-compliance;
  - ii. during the process of having a cost determined to be ineligible; or
  - iii. for stopping or cancelling all or part of the Project;
- (l) in-kind contributions or donations;
- (m) any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (n) taxes of any kind regardless of eligibility for rebate; and
- (o) any cost or expenditure that is not an Eligible Cost.

## **SCHEDULE “G”**

### **COMMUNICATIONS REQUIREMENTS**

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#### **G1.0 PURPOSE**

- G1.1 This Schedule “G” describes the Recipient's responsibilities and financial obligations involved in communications activities for the Project to recognize the contributions of the Government of Ontario.
- G1.2 This Schedule “G” does not relate to operational communications, including calls for tender, construction, design, property, emergency and public safety notices, which are the sole responsibility of the Recipient.

#### **G2.0 GENERAL PRINCIPLES**

- G2.1 The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications, ensuring equal recognition and prominence of the Government of Ontario's financial contribution to the Project with the Recipient and any other contributors.
- G2.2 The financial contribution of the Government of Ontario will receive equal recognition and prominence with that of other contributors to the Project when logos, symbols, flags, and other types of identification are incorporated into events and signage, unless the Province specifies otherwise.
- G2.3 All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Government of Ontario.
- G2.4 All communications through electronic media, such as websites, are subject to the terms and conditions of this Schedule “G”.
- G2.5 All events and signage will follow the terms and conditions of this Schedule “G” and any other requirements that may be specified by the Province from time to time.
- G2.6 All communications referencing the Government of Ontario and/or making use of the Government of Ontario logo must be submitted a minimum of fifteen (15) working days in advance for review and approval by the Province prior to release. Usage of the Government of Ontario logo must follow the guidelines provided by the Province.

#### **G3.0 PROJECT COMMUNICATIONS**

- G3.1 Project Promotion

- (a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will produce, as appropriate, Project communications such as: a Project website, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of fifteen (15) working days before it takes place. The Recipient will also ensure appropriate recognition of the Government of Ontario's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.
- (c) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

## **G4.0 COMMUNICATING WITH THE PUBLIC**

### **G4.1 General**

- (a) The Recipient shall notify and consult with the Province, a minimum of fifteen (15) working days in advance, about all proposed news releases, new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications, and, where appropriate, the time to determine a course of action, line up principals and prepare joint material, if necessary. Notwithstanding the advance notice requirement, consent shall not be unreasonably withheld by the Province or the Recipient if a news release or public announcement must be issued in less than fifteen (15) working days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.
- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project.
- (c) In the event of an election call that affects a riding that the Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under section G1.2 of this Schedule "G".
- (d) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.

- (e) The Province may monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where insufficiencies are found.

#### G4.2 Public Information Kits

The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and website material to inform the public about the Project. Such material shall be prepared in a manner consistent with this Schedule "G" and any core messages developed by the Recipient or the Province.

#### G4.3 News Releases

The Recipient and the Province may issue joint news releases upon Project milestones or at any other relevant time in the life of the Project. In all such news releases, the Government of Ontario shall receive equal prominence as the Recipient and any other contributors and all shall mutually agree on the use of quotes from designated representatives in the news releases.

#### G4.4 News Conferences, Public Announcements, Official Events or Ceremonies

- (a) The Recipient and the Province may agree to hold news conferences at the request of the other. The designated representative(s) of each of the Recipient and the Province shall be provided the opportunity to participate in such news conferences.
- (b) No public announcement relating to the Project, with the exception of those notices described in section G1.2 of this Schedule "G", shall be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province shall cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

### G5.0 **SIGNAGE**

- G5.1 The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G5.2 Unless otherwise agreed by the Province, the Recipient will produce and install temporary signage recognizing the funding contributed by the Province at each Project site in accordance with the Province's signage guidelines.

- G5.3 Signage recognizing the Province's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G5.4 The Recipient will inform the Province of the sign installation, including providing the Province with photographs of the signage once it has been installed.
- G5.5 Signage recognizing the Province's contribution will be installed at the Project site(s) no later than 90 days from the date the last Party executes the Agreement, will be visible for the duration of the Project, and will remain in place until 90 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G5.6 The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.
- G5.7 Except for signage acknowledging the Project funding, traffic control; safety devices; contractor signage; retail signage or normal construction related signage, no additional signage concerning the Project shall be erected at the Project site by the Recipient during the construction phase.

## G6.0 **PLAQUE**

- G6.1 The Parties agree that the Province and the Recipient may each have plaques recognizing their funding contribution in respect of the Project.
- G6.2 In sections G6.3 to and including G6.8 and in Article G.7.0, every reference to "Plaque" means a plaque or such other marker as the Province may determine and communicate to the Recipient.
- G6.3 Unless otherwise agreed by the Province, the Recipient will design, produce and permanently install a Plaque recognizing the funding contributed by the Province at each Project site in accordance with specifications provided by the Province.
- G6.4 Prior to production of the plaque, the Recipient will obtain the Province's approval of the design of the Plaque.
- G6.5 The Plaque recognizing the Province's contribution will be installed in a prominent and visible location and the Recipient will obtain the Province's approval of the location prior to installing the Plaque.
- G6.6 The Recipient will inform the Province of Plaque installation, including providing the Province with photographs of the Plaque once it has been installed.

- G6.7 The Recipient will install the Plaque recognizing the Province's contribution on each Project site by the later of 90 days following the completion of the Project or immediately before the Asset is fully operational or opened for public use.
- G6.8 The Recipient is responsible for the production and installation of Project Plaque(s), and for maintaining the Plaque(s) in a good state of repair while the Asset is fully operational and open to the public, or as otherwise agreed upon.

#### **G7.0 COST ALLOCATION**

- G7.1 Communications activities, including signage and Plaques, are to be carried-out at the Recipient's expense and may be considered Eligible Costs in accordance with the terms of the Agreement.

#### **G8.0 DISPUTES, MONITORING AND COMPLIANCE**

- G8.1 The Province will monitor the Recipient's compliance with this Schedule "G", and may, at its discretion, advise the Recipient of issues and required adjustments. Should there be any disagreement or contentious issues, both the Recipient and the Province agree to use best efforts to resolve potential disputes, in good faith and acting reasonably.

## SCHEDULE “H” INDIGENOUS CONSULTATION PROTOCOL

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### H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Indigenous Consultation Protocol):

“**Indigenous Consultation Plan**” means the Indigenous Consultation Plan described in section H.2.1 (Development of Plan).

“**Indigenous Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

### H.2.0 INDIGENOUS CONSULTATION PLAN

H.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous Consultation Plan.

H.2.2 **Procedural Aspects of Consultation.** If consultation with Indigenous communities is required, the Recipient agrees that:

- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province will provide the Recipient with an initial list of the Indigenous communities the Recipient will consult with.

H.2.3 **Provision of Plan to Province.** If, pursuant to section H.2.1, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.

H.2.4 **Changes to Plan.** The Recipient agrees that the Province, in the sole discretion of the Province and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

### H.3.0 INDIGENOUS CONSULTATION RECORD

H.3.1 **Requirements for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it upon request.

### H.4.0 RESPONSIBILITIES OF THE RECIPIENT

**H.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Indigenous communities regarding the Project; or
- (b) of any Indigenous archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

**H.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H.4.1.

**SCHEDULE "I"**  
**FORM OF CERTIFICATE OF TITLE**

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**FORM OF CERTIFICATE OF TITLE**

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**SOLICITOR'S CERTIFICATE OF TITLE**

RE: Municipality of East Ferris (the "Recipient") funding for improvements to the Property (as defined below)

AND RE: Recipient's Title to: EAST FERRIS CON 3 PT LOT 21 RP 36R11160 PART 5 PT PARTS 2 6 AND 7 RP 36R13595 PART 4 (the "Property")

TO: His Majesty the King in Right of Ontario as represented by the Minister of Sport

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This is to certify to His Majesty the King in Right of Ontario as represented by the Minister of Sport in connection with the Recipient receiving funding for implementing improvements to the Property that, as of the date of this Certificate:

1. The Recipient is the registered owner in fee simple with good and marketable title to the Property with Property Identification Number 49186-0489 being Part Lot 21 Con 3 East Ferris Pt 1 Plan NR2036, save and except Parts 2 and 3 Plan 36R-13595 by transfer/deed registered in the Land Registry Office for the Land Titles/Land Registry Division of Nipissing (LRO No.36) on June 30, 1969 as Instrument No.LT121949.
2. There are no easements, declarations of possession affecting title, restrictions, covenants, encumbrances or encroachments that prevent the construction, occupation and use of the improvements to the Property.
3. There are no leases, mortgages or any other agreements that prevent the construction, occupation and use of the improvements to the Property.
4. There are no outstanding arrears of property taxes, utilities accounts for water or sewer services, local improvement charges or any special assessments or rates against the Property.
5. There are no liens of any nature or kind registered against title to the Property.
6. There are no outstanding municipal work orders or deficiency notices relating to the Property, nor is there any outstanding non-compliance with applicable building or zoning by-laws.
7. There are no outstanding executions that may affect title to the Property.
8. The Recipient is a Municipal Corporation, pursuant to the Municipal Act, 2001 and has not been discontinued or dissolved.

9. An examination of title does not otherwise reveal any qualifications or restrictions or any parties with claims or rights that could preclude, defeat or adversely affect, in any material respect, the rights and interests of His Majesty the King in Right of Ontario as represented by the Minister of Sport, arising from the Transfer Payment Agreement effective May 30, 2025, or that could prevent the construction, occupation and use of the improvements to the Property.

10. I am a lawyer member in good standing of the Law Society of Ontario, qualified and insured to practice real estate law in the Province of Ontario.

In making this certificate, the undersigned hereby acknowledges, consents and agrees that, although the undersigned is counsel to the Recipient, His Majesty the King in Right of Ontario is relying upon, and is entitled to rely upon, this certificate and the opinions expressed herein for the purpose of confirming that the Recipient has good title to the Property and is not restricted in the construction, occupation and use of the improvements to the Property.

DATED at North Bay this 31<sup>st</sup> day of October, 2025.



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Name of solicitor: Sandro Orlando  
Firm: Lucerti Orlando PC  
Mailing Address:  
373 Main Street West  
North Bay, Ontario  
P1B 2T9

**SCHEDULE "J"**  
**FORM OF LEGAL OPINION**

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Not applicable.