

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April 2021

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Northern Development,
Mines, Natural Resources and Forestry**

(the “Province”)

- and -

The Corporation of the Town of Fort Frances

(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” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	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.

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 that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) 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.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Northern Development, Mines, Natural Resources
and Forestry**

Date

Helen Mulc
Assistant Deputy Minister

The Corporation of the Town of Fort Frances

Date

Mr. Faisal Anwar
CAO
I have authority to bind the Recipient.

Date

Name:
Title:
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; 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 of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

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

“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.

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

“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.

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

“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 in accordance with section A12.4.

“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.

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

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary

to carry out the Project;

- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including 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.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) 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;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) 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, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

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 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 “E”; 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 the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section 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 in accordance with the Budget; and

- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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.

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 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 provided for 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;
 - (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 at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines 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
 - (i) 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 other accounting principles 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 more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (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 so as to give the Province any control whatsoever over 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 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

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

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for 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) a 30-day written notice of cancellation.

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

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; 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.

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. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
- (ii) use or spend Funds; 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).

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

A12.3 Opportunity to Remedy. If, in accordance with 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 Remediating. If the Province provided 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), and (i).

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 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.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, 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.

A15.3 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.

A15.4 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 as provided for in Schedule “B”.

A15.5 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, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 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.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of 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.

A16.3 Postal Disruption. Despite section A16.2(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.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 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.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 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.

A19.0 WAIVER

A19.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 Waiver Applies. If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

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

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

A27.0 SURVIVAL

A27.1 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 date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, 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, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$941,569.74
Expiry Date	September 30, 2026
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Tracey Dawson-Kinnonen, Director Transportation, Trade and Investment Branch Northern Development Division Ministry of Northern Development, Mines, Natural Resources and Forestry Fax: 705-541-2140 Email: Tracey.Dawson-Kinnonen@ontario.ca
Contact information for the purposes of Notice to the Recipient	Mr. Travis Rob, Manager of Operations and Facilities 320 Portage Avenue Fort Frances P9A 3P9, ON Fax: (807) 274-7360 Email: trob@fortfrances.ca
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	Mr. Faisal Anwar, CAO 320 Portage Avenue Fort Frances P9A 3P9, ON Fax: (807) 274-8479 Email: fanwar@fortfrances.ca

Additional Provisions:

B1: Definitions. The following additional definitions are added to Schedule “A” as follows:

“Eligible Costs” means those eligible costs set out in the Program Guidelines, as may be amended from time to time.

“Funding Period” means the period from April 1, 2021 to March 31, 2026.

“Project Information Form” means the form attached as Appendix I to be submitted to the Province by the Recipient that describes the undertakings being proposed to be undertaken by the Recipient, including any amendments or updates thereto, that have been approved in writing by the Province.

B2: Section A4.2(a) is intentionally deleted.

B3: Section A4.3 is amended by adding the following as A4.3(e):

(e) only use the Funds for Eligible Costs.

B4: Section A7.2(a)(ii) is deleted and replaced with the following:

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time, which for greater certainty may include a report to be submitted by the Recipient from time to time on 30 days notice from the Province;

B5: Section A13.1 is deleted and replaced with the following:

A13.1 Funds at the End of Funding Period. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Period as provided for in the Budget, unspent Funds form a debt due immediately repayable without any further action or demand from the Province.

SCHEDULE “C” PROJECT

The Recipient will carry out any undertaking described in a Project Information Form delivered pursuant to this Agreement that has been approved in writing by the Province, as may be updated from time to time with the written approval of the Province, including as delivered in accordance with the requirements of Schedule “E” (the “**Project**”).

SCHEDULE “D” BUDGET

The Budget for the Project is included in a Project Information Form approved by the Province (each a “**PIF Budget**”), provided that the costs in that PIF Budget are Eligible Costs.

SCHEDULE "E"
PAYMENT PLAN

Payment Schedule:

Milestone	Due Date	Payment Date	Amount
Delivery of the Agreement signed by the Recipient to the Province		Within 30 days after receipt and acceptance* by the Province	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> • Project Information Form; and • 2021-2022 Annual Report 	April 7, 2022	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2022	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> • Project Information Form; and • 2022-2023 Annual Report 	March 31, 2023	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2023	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> • Project Information Form; and • 2023-2024 Annual Report 	March 31, 2024	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2024	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> • Project Information Form; and • 2024-2025 Annual Report 	March 31, 2025	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2025	\$188,313.95

**Note: Receipt and acceptance requires completion and submission of all requirements and reports as listed, including those in Schedule “F”, and the Province’s approval of those requirements and reports, as applicable.*

SCHEDULE "F" REPORTS

Reports. The Recipient will submit Annual Reports by the dates indicated in the Report Schedule chart below.

Report Schedule	
Name of Report	Due Date
2021-2022 Annual Report	April 7, 2022
2022-2023 Annual Report	March 31, 2023
2023-2024 Annual Report	March 31, 2024
2024-2025 Annual Report	March 31, 2025
2025-2026 Annual Report	September 30, 2026

Report Details:

Each Annual Report must:

1. Provide an accounting of all income and expenditures incurred during the Funding Year as it pertains to the Agreement, including an explanation for any variances from the Budget in Schedule "D";
2. Include a statement signed by the signing authority of the Recipient confirming actual project expenditures;
3. Include an accounting of any unspent Funds, including any interest earned on those Funds, and an explanation as to why there are remaining Funds; and
4. Be submitted in the format shown in Appendix II to this Schedule "F".

Appendix I
Form of Project Information Form

PROJECT INFORMATION FORM
(April 1, 20xx to March 31, 20xx)

**Please fill out one PROJECT INFORMATION FORM per proposed project.*

Municipality: _____

Project Name: _____

Project Description: *Please provide a brief description of the project and the proposed activities*

Resource Development Impacts. *Please describe how the proposed capital project is impacted by, or advances opportunities related to resource development and how the project is addressing or mitigating those impacts.*

Alignment with Existing Municipal Planning Documents: *Does the proposed project align with existing municipal planning documents (i.e. Asset Management Plan, Official Plan)? If yes, please identify the applicable municipal planning documents. If no, please provide an explanation.*

Project Start Date (mm/dd/yyyy)

Project End Date (mm/dd/yyyy)

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Partnership Type: *(Select One)*

- Sole Municipality Lead (no partnership) ☐

Lead Municipality (partnership) ☐

Supporting Municipality (partnership) ☐

For partnerships only. If you are the lead partner, please indicate that you own the asset. If you are a supporting municipality, please identify the project lead and confirm the amount of NORDS funding that is to be transferred to the lead municipality. Note that supporting municipalities must submit a Council resolution confirming your support.

Do you intend to allocate all or part of your ANNUAL FUNDING allocation to this project in a future year?

If yes, please select the funding year(s) you intend to use the NORDS funds. Note: all applicable fields within this project information form must be completed for all projects where Year 2 funding will be used to fund, including in future years. (Note: Please add additional years as required.)

Year X <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>	Year X <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>	Year(s) X <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>
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Identify the Total Project Costs for the whole project.? In the fields below, enter the total project cost amount and the timing of when the costs will be incurred.

Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>

Identify the Eligible Project Costs (e.g. capital costs) for the project. In the fields below, enter the total eligible cost amount and the timing of when the costs will be incurred.

Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>

Identify the proposed amount of your NORDS annual allocation that will be applied to the project in the applicable year the funding will be utilized. In the fields below, identify the timing of your NORDS allocation will be utilized. For Multi-Year projects where the municipality intends to utilize NORDS funding in upcoming year(s), please identify the NORDS allocation amount in the year that your NORDS allocation will be applied to the project (e.g. \$75,000 in Year 2 and \$75,000 in Year 3. In the fields below.)

Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>

Identify any other funding sources related to the proposed project. Please identify the name of the organization or funding program, the amount of funding requested or approved, and the status of the funding request (e.g. approved, application submitted pending decision, application not yet submitted).

Name of Funding Source #1	Funding Amount	Status
Name of Funding Source #2	Funding Amount	Status
Name of Funding Source #3	Funding Amount	Status

Certification

The Recipient confirms that the proposed project and information submitted associated with it meets program requirements including:

The proposed capital project(s) is impacted by, or advances opportunities related to resource development;

☐

Project costs funded through NORDS funding are directly related to the proposed project(s) and recorded as a capital expense;

☐

Assets associated with the project are owned by the Recipient;

☐

All projects are in compliance with and satisfy applicable Provincial and Federal laws and requirements and adhere to required approvals and processes.

☐

On behalf of the Recipient, I hereby certify that, to the best of my knowledge, the information in this Project Information Form to which this certification is attached, is true, correct, and is in compliance with the terms and conditions of the Agreement.

Name of Signing Authority

Title

Signature

Date

Appendix II
Form of Annual Report

ANNUAL REPORT – Year X (April 1, 20XX to March 31, 20XX)

Please fill out one ANNUAL REPORT per submitted project.

Municipality: _____

Project Name: _____

1) Project Activity Report

Description	Start Date	End Date
<i>Please describe key project activities that were achieved during this fiscal year. What was accomplished? (April 1 to March 31).</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>

2) Has the project been completed?

Yes ☐ No ☐

Note: If the project has not been completed and the municipality intends on utilizing their NORDS allocation for the next year to support this project, please submit an updated Project Information Form describing the project's activities for the upcoming year.

3) Budget Report (Actuals) – Year X (April 1, 20XX to March 31, 20XX)

	Total
Total Project Costs	<i>Enter costs</i>
Total Eligible (capital) Costs	<i>Enter costs</i>
NORDS Funding Applied to Project	<i>Enter funding applied</i>

Other Approved Funding Applied, including own (if applicable)

	Total
<i>Please enter program name approved funding (#1)</i>	<i>Enter funding applied</i>
<i>Please enter program name approved funding (#2)</i>	<i>Enter funding applied</i>
<i>Please enter program name approved funding (#3)</i>	<i>Enter funding applied</i>

4) Is any current year funding being accumulated/carried forward for a future funding year?

Yes ☐ No ☐

Note: If yes, the municipality is required to submit a Project Information Form identifying the project which those funds will be used towards in a future year of the program.

5) Accumulation of funds – Year X (April 1, 20XX to March 31, 20XX)

**Only applicable if municipality did not utilize all of its annual allocation.*

NORDS Annual Allocation: *Enter amount (A)* _____

Name of Project	<i>Name of project #1</i>	<i>Name of project #2 (if applicable)</i>	<i>Name of project #3 (if applicable)</i>
NORDS Allocation Spent (in Annual Report's fiscal year)	<i>Enter amount (B1)</i>	<i>Enter amount (B2)</i>	<i>Enter amount (B3)</i>

NORDS Annual Allocation Balance: *Enter amount (A-(B1+B2+B3))=C* _____

Accumulation of Funds

NORDS Annual Allocation Balance	<i>Enter amount (C)</i>
Interest Gained on Accumulated Balance	<i>Enter amount (D)</i>

Adjusted Allocation (Next Year)

Adjusted Allocation for Upcoming Disbursement	<i>Enter amount (A-D)=(E)</i>
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CERTIFICATION

On behalf of the Recipient, I hereby certify that, to the best of my knowledge, the information in this Annual Report to which this certification is attached, is true, correct, and is in compliance with the terms and conditions of the Agreement, and that to the best of my knowledge the financial data in this Annual Report true, correct, and agrees with the books and records of the Recipient.

Name of Signing Authority

Title

Signature

Date