

THE CORPORATION OF THE CITY OF BROCKVILLE
By-Law Number 038-2016

A by-law to authorize the Corporation of the City of Brockville to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for funding under the Rural Economic Development (RED) Program for the Rehabilitation and restoration of Canada's First Railway Tunnel

WHEREAS the Council for the Corporation of the City of Brockville at a meeting held on April 12, 2016 agreed to make an application to Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for funding under the Rural Economic Development (RED) Program for the Rehabilitation and restoration of Canada's First Railway Tunnel;

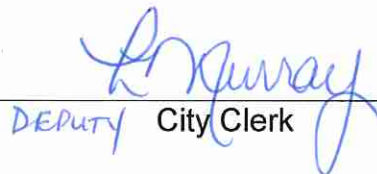
NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF BROCKVILLE ENACTS AS FOLLOWS:

1. That the Mayor and City Clerk are hereby authorized to execute an agreement for funding under the Rural Economic Development (RED) Program for the Rehabilitation and restoration of Canada's First Railway Tunnel (OMAFRA File No. RED3-07068).

Given under the Seal of the
Corporation of the City of Brockville
and passed this 14th day of June, 2016



Mayor


DEPUTY City Clerk

TRANSFER PAYMENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

– and –

THE CORPORATION OF THE CITY OF BROCKVILLE

(the "Recipient")

I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the Project.

The Recipient intends to carry out the Project under the Program.

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

This Agreement defines the terms and conditions of Funds to be used by the Recipient to carry out the Project under the RED program.

II. CONSIDERATION

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

III. ENTIRE AGREEMENT

This Agreement, including:

- Schedule "A" – General Terms And Conditions
- Schedule "B" – Operational Requirements and Additional Terms and Conditions
- Schedule "C" – Project Description
- Schedule "D" – Budget
- Schedule "E" – Reporting
- Schedule "E.2" – Progress Report
- Schedule "E.3" – Claim Statements
- Schedule "E.4" – Final Project Report

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

IV. COUNTERPARTS

This 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.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

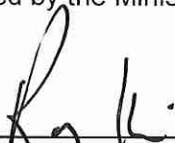
VI. ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

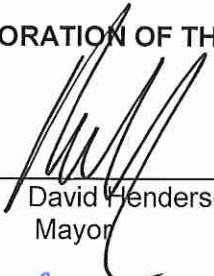
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs


Name: Randy Jackiw
Title: Assistant Deputy Minister


Date: Sept 15/16

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF BROCKVILLE


Name: David Henderson
Title: Mayor


Date: Aug. 23, 2016


Name: Sandra MacDonald
Title: Clerk


Date: Aug. 23, 2016

I/We have the authority to bind the Recipient.

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpreting the Agreement:

- (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 this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Terms and Conditions" means the terms and conditions referred to in section 8.1 of Schedule "A" to this Agreement and specified in section B.2 of Schedule "B" of this Agreement.

"Arm's Length" has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010*.

"Budget" means the budget attached as Schedule "D" to this 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 is closed for business.

"Claim Submission Deadlines" means the date or dates set out under section D.4 of Schedule "D" of this agreement.

"Contract" means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that may be submitted by the Recipient for the Province's consideration as an Eligible Cost.

“Cost Incurred” means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.6 of Schedule “D” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1 of Schedule “A” of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, 1990.

“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, the Expiration Date, or the termination of this Agreement, whichever comes first.

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

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

“Ineligible Costs” means those costs set out under section D.7 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section B.1.5 of Schedule “B” of this Agreement.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Party" means either the Province or the Recipient, unless the context implies otherwise.

"PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.

"Program" means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

"Project" means the undertaking described in Schedule "C" of this Agreement.

"Project Approval Date" means the date set out in section B.1.3 of Schedule "B" of this Agreement.

"Project Completion Date" means the date that the Recipient must complete its Project under this Agreement, as set out under section B.1.4 of Schedule "B" of this Agreement.

"PSSDA" means the *Public Sector Salary Disclosure Act*, 1996.

"Reports" means the reports set out under Schedule "E", "E.2", "E.3" and "E.4" of this Agreement.

"Requirements of Law" means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 Conflict.** Subject to section 8.1 of Schedule "A" of this Agreement, in the event of a conflict between this Schedule "A" of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule "A" of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 General.** The Recipient represents, warrants and covenants that:
- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
 - (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;

- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient's ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

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

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

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article 2 of this Agreement.

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

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings that could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

3.1 Funds Provided. The Province will:

- (a) Provide the Recipient up to the Maximum Funds, based on Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with Schedule "D" of this Agreement; and

- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

3.2 Limitation On Payment Of Funds. Despite section 3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule "A" of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province shall hold back 10% of the Funds until the Recipient has provided a completed Final Report in accordance with Schedule "E.4" that is satisfactory to the Province in its sole and absolute discretion;
- (d) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article 6 of Schedule "A" of this Agreement;
- (e) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section 13.1 of Schedule "A" of this Agreement; and
- (f) The Province is not obligated to pay interest on the hold back as described in (c) or any other payments under this Agreement.

3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Remain in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to all aspects of the Project;
- (d) Not use the Funds for Ineligible Costs;
- (e) Use the Funds only:
 - (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) for those activities set out in section D.3.1 of Schedule "D" of this Agreement; and
- (f) Use the Funds only in accordance with the Budget.

3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or the Timelines without the prior written consent of the Province.

3.6 Interest Bearing Account. If the Province provides Funds to the Recipient 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. The

Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

- 3.7 Recipient Earning Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
 - (b) Demand from the Recipient the repayment of an amount equal to the interest.
- 3.8 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.
- 3.9 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.
- 3.10 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:
- (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
 - (b) The funding the Province is providing under this Agreement is funding for the purposes of the *PSSDA*.

ARTICLE 4

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

- 4.1 Acquisition.** If the Recipient acquires any supplies, equipment, goods or services with the Funds, it will:
- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
 - (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any supplies, equipment, goods or services.
- 4.2 Contracts.** The Recipient will ensure that all contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule "A" of this Agreement.
- 4.3 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any minor capital asset described under section B.1.6 of Schedule "B", purchased or created with the Funds or for which Funds were provided. The assets covered under this section are assets that are not intended to be disposed of or sold as part of the project itself.

ARTICLE 5 CONFLICT OF INTEREST

- 5.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 5.2 Conflict Of Interest.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
 - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- 5.3 Disclosure To The Province.** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 Preparation And Submission.** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.7 of Schedule "B" of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule "E" of this Agreement, or in a form as specified by the Province from time to time;
 - (b) Submit to the Province at the address provided in section B.1.7 of Schedule "B", of this Agreement or in a manner specified by the Province, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
 - (c) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- 6.2 Records Maintenance.** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with Generally Acceptable Accounting Principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project; including but not limited to, records and documents containing personal information within the meaning of *FIPPA*, *MFIPPA* and *PIPEDA*.
- 6.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule "A" of this Agreement;

- (b) Remove any copies made pursuant to section 6.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.
- 6.4 Disclosure.** To assist in respect of the rights set out under section 6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 6.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- 6.6 Auditor General.** For greater certainty, the Province's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act*.

ARTICLE 7 COMMUNICATIONS

- 7.1 Acknowledgement And Support.** Unless otherwise directed by the Province, the Recipient will in the form approved by the Province, acknowledge the support of the Province in any publication of any kind, in the form and manner set out under section B.1.8 of Schedule "B" of this Agreement. The Recipient may use the Ontario Logo provided that the Recipient adheres to the Ontario Visual Identity Guidelines, which the Province will provide upon the Recipient's request, and any other direction that Ontario provides to the Recipient.
- 7.2 Publication By The Recipient.** The Recipient will indicate, in any of its Project related publications, of any kind, written, oral or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- 7.3 Publication By The Province.** The Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE 8 ADDITIONAL TERMS AND CONDITIONS

- 8.1 Additional Terms and Conditions.** The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of this Agreement, the Additional Terms and Conditions will prevail.

ARTICLE 9
DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

- 9.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *FIPPA* and undertakes to perform its obligations under this Agreement in a manner that ensure that the Province is not in breach of its obligations under *FIPPA*.
- 9.2 Disclosure Of Information.** 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 *FIPPA* and any other Requirements of Law.

ARTICLE 10
INDEMNITY

- 10.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- 10.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 10.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 11
INSURANCE

- 11.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all 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 under section B.1.9 of Schedule "B" of this Agreement per occurrence. The policy will include the following:

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

11.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, and renewal replacements on or before the expiry of any such insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

11.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section 11.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 12

TERMINATION ON NOTICE

12.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this agreement without the Province's prior written consent;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(c) of Schedule "A" of this Agreement; and
 - (ii) Subject to section 3.8 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 Termination Where No Appropriation.** If, as provided for in section 3.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.
- 13.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section 13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:
- (a) Cancel any further installments of the Funds;
 - (b) Demand the repayment 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 permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule "A" of this Agreement.
- 13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 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 this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section 6.1 of Schedule "A", Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule "A", under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
 - (b) The Recipient's operations, or its organizational structure, 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 or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) The Recipient ceases to operate.
- 14.2 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 a period as the Province determines appropriate;

- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity To Remedy. If, in accordance with section 14(2)(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

14.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule "A" of this Agreement, 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 14(2) (a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

14.5 When Termination Effective. Termination under this Article 14 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article 14 of Schedule "A" of this Agreement, 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 the return of the unspent Funds; and
- (b) Adjust the amount of any further installments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

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

ARTICLE 17 REPAYMENT

- 17.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
- (a) Deduct an amount equal to the excess Funds from any further installments of the Funds; or
 - (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 17.2 Debt Due.** If, pursuant to this Agreement:
- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,
- such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that 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, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.
- 17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by certified cheque or bank draft payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.
- 17.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this 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.
- 17.6 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 18 NOTICE

- 18.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.10 of Schedule "B" of this Agreement or as either Party later designates to the other by written Notice.
- 18.2 Notice Given.** Notice will be deemed to have been given:
- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or

- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

18.3 Postal Disruption. Despite section 18.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

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

ARTICLE 19

CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

ARTICLE 20

SEVERABILITY OF PROVISIONS

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

ARTICLE 21

WAIVER

- 21.1 Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE 22

INDEPENDENT PARTIES

- 22.1 Parties Independent.** The Recipient acknowledges and agrees that it 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.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.
- 23.2 Agreement Binding.** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

- 24.1 Governing Law.** This 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 this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**ARTICLE 25
FURTHER ASSURANCES**

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

**ARTICLE 26
JOINT AND SEVERAL LIABILITY**

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

**ARTICLE 27
RIGHTS AND REMEDIES CUMULATIVE**

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

**ARTICLE 28
ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES**

- 28.1 Recipient Acknowledges.** The Recipient acknowledges that:
- (a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act*;

- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 29
JOINT AUTHORSHIP

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

ARTICLE 30
FAILURE TO COMPLY WITH OTHER AGREEMENT

- 30.1 Other Agreements.** If the Recipient:
- (a) Has committed 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 under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 31
SURVIVAL

- 31.1 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Article 1 and any other applicable definitions, section 3.2(d), section 3.7, section 4.2, section 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 6.2, 6.3, 6.4, 6.5, 6.6, Article 7, Article 10, section 12.2, sections 13.2 and 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17, Article 18, Article 20, section 23.2, Article 24, Article 26, Article 27, Article 28, Article 29 and Article 30. Despite the above, section 4.3 shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

ARTICLE 32
BPSAA

- 32.1 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* will prevail.

SCHEDULE "B"

OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

SECTION B.1 – OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is May 11, 2016.

B.1.2 Expiration Date. The Expiration Date of this Agreement is February 1, 2018.

B.1.3 Project Approval Date. The Project Approval Date is the same as the Effective Date.

B.1.4 Project Completion Date. Project Completion is August 1, 2017.

B.1.5 Maximum Funds. The Maximum Funds the Province will provide under this Agreement is \$531,286.25.

B.1.6 Disposal Of Assets. For the purposes of section 4.3 of Schedule "A" of this Agreement the Recipient will retain the asset for two (2) years from the date that the Project is completed.

B.1.7 Submission Of Reports. All Reports under this Agreement will be submitted to the Province:

Attention: Ministry of Agriculture, Food and Rural Affairs
Address: Rural Programs Branch
 1 Stone Road West, 4th Floor, Guelph, ON N1G 4Y2
Fax: 519-826-3398
Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.8 Recognition Of Provincial Support: The Recipient will acknowledge the Province's support for the Project in the following manner: "The Project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs."

B.1.9 Insurance Amount. The amount of insurance the Recipient will have for the purposes of section 11.1 of Schedule "A" of this Agreement is two million dollars (\$2,000,000.00) for the Term of this Agreement.

B.1.10 Providing Notice. All Notices under this Agreement will be provided to:

TO THE PROVINCE

Name: Ontario Ministry of Agriculture, Food and Rural Affairs, Rural Programs Branch
Address: 1 Stone Road West, 4th Floor,
 Guelph, ON N1G 4Y2

Attention: Brent Kennedy, Director
Email: RED@ontario.ca

TO THE RECIPIENT

Name: The Corporation of the City of Brockville
Address: PO Box 5000 Victoria Building,
 1 King Street West,
 Brockville, ON K6V 7A5
Attention: Bob Casselman, City Manager
Email: bcasselman@brockville.com

or any other person identified by the Parties in writing.

SECTION B.2 – ADDITIONAL TERMS AND CONDITIONS

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "C" FOLLOWS]

SCHEDULE "C"

PROJECT DESCRIPTION

C.1 – PROJECT NAME

Rehabilitation and restoration of Canada's First Railway Tunnel

C.2 – PROJECT OBJECTIVE

The Recipient will receive up to \$531,286.25 to rehabilitate Canada's first railway tunnel.

The Project is within the CDS - Business or Sector Development and Diversification project category and falls under the Community Development Stream.

C.3 – ACTIVITIES

| ACTIVITY | |
|--------------------|--|
| The Recipient will | 1. Complete rehabilitation of the Tunnel and open the Tunnel for public use 2. Complete promotional activities and materials in support of the Tunnel |

All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule "B" of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "D" FOLLOWS]

SCHEDULE "D" BUDGET

D.1 – FUNDING INFORMATION

D.1.1 Cost-Share Funding Percentage. The Cost-Share Funding Percentage is twenty-five (25%) of incurred and paid Eligible Costs up to the Maximum Funds.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.

D.1.2 Holdback. The Holdback will be up to ten percent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

D.2 – INCURRING ELIGIBLE COSTS

D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart commencing no earlier than the Project Approval Date and no later than the Project Completion Date.

| TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR | | | | | |
|--|----------------------------|----------------------------|----------------------------|----------------------------|-----------------|
| FISCAL FUNDING YEAR | QUARTER 1 (APR. – JUN.) | QUARTER 2 (JUL. – SEP.) | QUARTER 3 (OCT. – DEC.) | QUARTER 4 (JAN. – MAR.) | TOTAL |
| 2016-2017 | \$ 120,033.00 | \$ 600,167.00 | \$ 600,166.00 | \$ 600,166.00 | \$ 1,920,532.00 |
| 2017-2018 | \$ 204,613.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 204,613.00 |
| TOTAL ELIGIBLE COSTS UP TO | | | | | \$ 2,125,145.00 |

D.3 – BUDGET

D.3.1 The Budget. The Budget for the Project is set out in the following chart:

| # | ELIGIBLE COST ITEM |
|---|------------------------------------|
| 1 | Signage |
| 2 | Sound system |
| 3 | Ventilation system |
| 4 | Electrical, fire & safety systems |
| 5 | Engineers & consultants |
| 6 | Rock stabilization & masonry |
| 7 | Design/ print/ promotional/ events |
| 8 | Lighting |
| 9 | Construction General Contractor |
| | TOTAL ELIGIBLE COSTS UP TO (\$) |
| | \$ 2,125,145.00 |

D.3.2 Project Financing For Eligible Costs. The Financing for the Project is set out in the following chart:

| PROJECT FINANCING | \$ AMOUNT |
|---|------------------------|
| Rotary Clubs | \$ 100,000.00 |
| Armagh L. Sifton Foundation | \$ 100,000.00 |
| Federal Government-Canada 150 Capital Grant | \$ 275,000.00 |
| RED Funding | \$ 531,286.25 |
| Other Private Donations and Grants | \$ 320,858.00 |
| City of Brockville | \$ 348,000.75 |
| Anonymous Donor (announcement pending) | \$ 150,000.00 |
| Beatty Family/Canarm | \$ 300,000.00 |
| TOTAL ELIGIBLE COSTS | \$ 2,125,145.00 |

D.4 – CLAIM SUBMISSION DEADLINES

D.4.1 Claim Submission Deadlines. The Recipient will submit claims to the Province in accordance with whatever comes first:

- (a) Claims should be submitted within sixty (60) calendar days after the end of each fiscal quarter according to the following schedule:
 - (i) Q1 (April 1 to June 30) - by August 31
 - (ii) Q2 (July 1 to September 30) - by November 30
 - (iii) Q3 (October 1 to December 31) - by February 28
 - (iv) Q4 (January 1 to March 31) - by May 31
- (b) Claims will be submitted within sixty (60) calendar days after the Project Completion Date as specified in Schedule "B" (B.1.4).

Despite the foregoing, the Province is not required to accept or pay on any claims that have been submitted after the Recipient has submitted its Final Report. Only Eligible Costs that are incurred and paid will be reimbursed at the percent cost-share as per section D.1.1 of Schedule "D" of this Agreement.

D.5 – PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient, up to the maximum annual amount in accordance with the following chart (Column C):

| FISCAL FUNDING YEAR (A) | ELIGIBLE COSTS BY FUNDING YEAR (B) | MAXIMUM FUNDS BY FUNDING YEAR (C) |
|-------------------------|------------------------------------|-----------------------------------|
| 2016-2017 | \$ 1,920,532.00 | \$ 480,133.00 |
| 2017-2018 | \$ 204,613.00 | \$ 51,153.25 |
| Total | \$ 2,125,145.00 | \$ 531,286.25 |

SECTION D.6 – ELIGIBLE COSTS

D.6.1 Eligible Costs. Eligible Costs are those costs that are, in the Province's sole and absolute discretion, properly and reasonably incurred, paid or reimbursed by the Recipient and are

necessary for the successful completion of the Project. Eligible Costs are those incurred in Ontario and paid by the Recipient to an arm's length third party. An entity is considered arm's-length third party if they are not related, affiliated persons, or otherwise controlled by another member or members.

For greater clarity, Eligible Costs are those that are set out immediately below in this Section D.6.1 of Schedule "D" of this Agreement where those costs have been incurred and paid by the Recipient:

Eligible costs must be incurred by the Recipient after the Effective Date set out in section B.1.1 of Schedule "B" and prior to the Project Completion Date set out in section B.1.4 of Schedule "B", which is identified in this Agreement.

Applicants must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value when purchasing goods or services, including consultants and contractors, for the project. All businesses from which goods or services are purchased must be at arm's length to the applicant.

Eligible costs include:

- Project management, including:
 - Consultant's fees
 - Business planning development
 - Project-related professional fees (such as legal, architectural and accounting fees)
- Minor capital, including:
 - Subcontractor's fees
 - Equipment (e.g., for prototype development, structural modifications to accommodate the installation of equipment), whether paid through purchase, rental or lease
 - Architectural design work, engineering work (e.g., studies, environmental assessments)
 - Renovations and retrofits to existing structures (e.g., materials or supplies and labour to renovate an existing space)
 - Technology upgrades such as computer hardware, software and network cables
- Training
- Marketing or promotion-related costs
- Travel costs in Canada and the continental United States, public-facing hospitality costs directly related to the project, subject to Provincial directives (including but not limited to the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive)
- Studies
- Administrative costs directly related to project implementation (e.g., third-party expenses for printing or other administration)
- Wages for new hires to work 100 percent on project-related activities

Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

SECTION D.7 – INELIGIBLE COSTS

D.7.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement. Those costs include, but are not limited to:

- Costs incurred prior to the Project Approval Date or after the Project Completion Date;
- Any cost not specifically required for the execution of a project;
- Normal operating costs associated with carrying out a business such as salaries and benefits for non-contract staff (i.e., full-time and part-time staff), office space, equipment and machinery, utilities, phone, materials, labour, board, committee and annual meetings;
- Direct wage subsidies for existing staff or any other staff who are not 100 per cent dedicated to the activities required to complete the project;
- Normal costs of establishing or maintaining a commercial operation;
- Costs to maintain compliance with current Requirements of Law that pertain to the current operations of the applicant;
- Any travel, meal or hospitality costs beyond those provided for in the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive;
- Any in-kind contribution, which are those goods and services that are contributed to a project by the applicant, co-applicant(s) or other sources that would otherwise have to be purchased or contracted in order to complete the Project;
- Financing charges, loan interest payments, bank fees and charges, as well as debt restructuring or fundraising;
- Major capital costs, including:
 - Land, buildings, structures (moveable and non-moveable) and other major infrastructure,
 - Additions to buildings, teardowns or rebuilds,
 - Lease of land, buildings and facilities,
 - Power lines, plumbing, telecommunication lines or equipment, and water lines outside of the building;
- Costs of vehicles;
- Taxes, including HST;
- Any refund or rebate received, or which the applicant is eligible to receive;
- Costs incurred in preparing an application;
- Cost of alcohol, international travel (outside of Canada and the continental United States), per diems, gifts or incentives;
- Costs of permits and approvals;
- Costs of academic research;
- Costs related to activities that directly influence or lobby any level of government.

[REST OF PAGE INTENTIONALLY LEFT BLANK – APPENDIX TO SCHEDULE “D” FOLLOWS]

APPENDIX TO SCHEDULE “D” TRAVEL AND MEAL COSTS

If travel or meal costs are not necessary to complete the Project, those costs related to travel or meals in this Appendix will not be approved by the Province.

D.1.1 Transportation. Local public transportation including hotel/airport shuttles should be used wherever possible. When road transportation is the most practical, economical way to travel the order of preference is rental vehicle then personal vehicle.

D.1.2 Rental Vehicles. Compact model or its equivalent is required. Exceptions to this are guided by the principle that the vehicle is the most economical and practical size, taking into account the business purpose, number of occupants and safety (including weather) considerations. Luxury and sports vehicles are prohibited. Gasoline charges are an eligible expense.

D.1.3 Personal Vehicle. If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:

- (a) From 0 – 4,000 km; \$0.40 in Southern Ontario and \$0.41 in Northern Ontario;
 - (b) From 4,001 – 10,700 km; \$0.35 in Southern Ontario and \$0.36 in Northern Ontario;
 - (c) From 10,701 – 24,000 km; \$0.29 in Southern Ontario and \$0.30 in Northern Ontario;
 - (d) More than 24,000 km; \$0.24 in Southern Ontario and \$0.25 in Northern Ontario; and
 - (e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible.
- If 200 km or more will be driven a day, use of a rental vehicle is required.

D.1.4 Air and Rail Travel. Air and rail travel is permitted if it is the most practical and economical way to travel. Economy (coach) class is the standard option for ticket purchase. Business class is only appropriate on a train in limited circumstances such as:

- (a) The need to work with a team;
- (b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
- (c) Accommodation requirements; and
- (d) Health and safety requirements.

The standard for international air travel is economy class. The lowest available airfares appropriate to particular itineraries are required to be sought and bookings are required to be made as far in advance as possible.

D.1.5 Taxis. Taxis may be justified in cases where:

- (a) Group travel by cab is more economical than the total cost of individuals traveling separately by public transit or shuttle;
- (b) Taking a cab allows you to meet an unusually tight schedule for meetings.

D.1.6 Accommodations. Reimbursement can be made for single accommodation in a standard room. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family:

- (a) A maximum of \$30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The \$30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.

D.1.7 Travel-Related Tips/Gratuities. Examples of reasonable amounts include:

- (a) 10% - 15% on a restaurant meal;
- (b) 10% on a taxi fare;
- (c) \$2 - \$5 for housekeeping for up to two nights in a hotel, up to \$10 for a longer stay;
and
- (d) \$2 - \$5 per bag for a porter.

D.1.8 Telecommunication While Travelling. Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.**D.1.9 Meals While Travelling.** Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for restaurant/prepared food only. When more than one meal is claimed for any day, the combined maximum rates can be used. For example, if both breakfast and lunch are eligible for reimbursement, the combined rate is \$20 – which now becomes the maximum rate for the two meals, regardless of what is spent on each meal. It is not permitted to use a combined maximum rate that includes the rate for a meal that was not eaten.

- Meal Rates in Canada:

| Meals | Maximum Amount |
|--------------|-----------------------|
| Breakfast | \$8.75 |
| Lunch | \$11.25 |
| Dinner | \$20.00 |

- Meal Rates in U.S.(in Canadian dollars):

| Meals | Maximum Amount |
|--------------|-----------------------|
| Breakfast | \$16.55 |
| Lunch | \$16.80 |
| Dinner | \$44.40 |

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E” FOLLOWS]

SCHEDULE “E” REPORTING

SECTION E.1 – TABLE OF REPORTS

E.1.1 Reports. The Recipient will submit the following Reports in full in the corresponding format provided in this Schedule and with such content as is satisfactory to the Province:

| | NAME OF REPORT | DUE DATE |
|----|---|--|
| 1. | Progress Report and Claim Statement | Both the Progress Report and Claim Statement together (Schedules “E.2” and “E.3” of this Agreement) will be submitted at a minimum of once every quarter for each Funding Year. A Progress Report and Claim Statement must be submitted even during periods where the amount claimed is zero, unless the Recipient has submitted the Final Project Report. |
| 2. | Final Report and Claim Statement | The Final Report and Claim Statement (Schedule “E.3” and “E.4” of this Agreement) is to be completed and submitted to the Province within sixty (60) calendar days of the Project Completion Date. |
| 3. | Other Reports Any other Report regarding the Project that the Province requests. | As directed by the Province. |

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E.2” FOLLOWS]

SCHEDULE "E.2" PROGRESS REPORT

File No.

Project Title

Project Completion Date (as
per contract):Estimated actual project
completion date (if different
from above):Percentage complete
to date:

Percentage claimed to date:

Progress Report and Claim Statement are to be completed and submitted to the Province at a minimum of once every quarter for each Funding Year **for the Term of the Agreement unless a Final Report has been submitted.** Please contact your Project Analyst should you have any questions filling in this report.

Please describe the project activities that have been completed or are in progress for this reporting period.

| Description of Activities | Approved Eligible Expenditures per Activity | Amount Claimed to Date per Activity | Activity Status (On, Ahead, or Behind Schedule) | Issues to Date and Actions Taken to Resolve Issues | Actual Expected Completion Date | Percentage of Activity Complete |
|---------------------------|---|-------------------------------------|---|--|---------------------------------|---------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Project Outcomes and Performance Measures | Submitted Number | Results to Date |
|---|------------------|-----------------|
| Number of plans developed (Economic development | | |

| | | |
|--|--|--|
| strategic plan (e.g. regional) | | |
| Number of partnerships and/or collaborations created through RED | | |
| Number of economic development barriers addressed | | |
| Number of people trained | | |
| Number of businesses attracted/retained/expanded | | |
| Number of jobs created /retained | | |
| Other | | |

| | |
|--|--|
| I UNDERSTAND THAT THIS INFORMATION WILL, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, BE RELIED UPON BY THE GOVERNMENT OF ONTARIO TO ISSUE FUNDS | |
| Name of Authorized Official (Print): | |
| SIGNATURE: | |
| DATE: | |

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E.3” FOLLOWS]

[illegible]

SCHEDULE "E.4" FINAL PROJECT REPORT

Final Project Report

RED3-07068

Rehabilitation
and
restoration of
Canada's
First Railway
Tunnel

Date

The Corporation of the City of Brockville

Final Reports are to be completed and submitted to OMAFRA within 60 calendar days of the completion of the project. Please contact your Project Analyst should you have any questions completing this report.

Section 1. Project Details

Is the following description of your Project as completed accurate?

☐ Yes ☐ No

If No, please provide details on any variance below

Project Variances (if applicable)

In reading the description has your Project experienced any variances either in project scope or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the project description noted above.

Section 2. Benefits

1. Was the project developed through a collaboration and/or partnership or will it result in a collaboration or partnership? A collaboration includes arm's length multiple local entities who were committed to support the project and/or entities that span more than one municipal boundary who supported the project.

Entities include municipalities, community or not-for-profit organizations, industry and economic development associations, regional organizations, businesses, corporations, First Nations, Metis, Inuit and other broader public sector organizations.

☐ Yes If yes, how many collaborations and/partnership were developed? ____

☐ No

2. Please indicate which of the following benefits you have experienced or anticipate as a result of the project.

| | At project completion | Result |
|---|---|--|
| The project helped to address economic barriers. | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, please indicate the number and type of barrier(s) addressed? # of barriers addressed _____ Type of barrier addressed: _____ |
| The project enabled the training and/or skills development | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, how many people were trained? # of people trained _____ |
| The project assisted in the attraction, retention and or expansion of businesses. | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, please indicate the number of businesses attracted, retained or expanded # of businesses retained _____ # of businesses attracted _____ # of businesses expanded _____ If no, do you anticipate future business attraction and/or expansion as a result of the project? <input type="checkbox"/> Yes <input type="checkbox"/> No # of future businesses retained _____ # of future businesses attracted _____ # of future businesses expanded _____ |
| This project assisted in the creation and/or retention of jobs. | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, please indicate the number of jobs created or retained by job type. # of full-time jobs created _____ # of part-time jobs created _____ # of temporary jobs created _____ |

| | |
|--|------------------------------------|
| | # of full-time jobs retained _____ |
| | # of part-time jobs retained _____ |
| | # of temporary jobs retained _____ |

Section 3. Financial Information

Approved Total Eligible Costs: \$

| Budget Item | Budgeted Costs | Actual Costs | Variance |
|---|----------------|--------------|----------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| GROSS ELIGIBLE COST | \$ | \$ | \$ |
| Less HST (if included in the above numbers) | \$ | \$ | \$ |
| TOTAL NET ELIGIBLE COST* | \$ | \$ | \$ |

**Total Net Eligible Cost should match the approved amount noted above.*

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the project and its impact on other stakeholders, rural communities and the province of Ontario.

| |
|--|
| |
|--|

Section 5. Service Experience

Based on your project experience with OMAFRA, please indicate with an "X" in the appropriate box for your response.

| 1. Please indicate the extent to which you agree or disagree with the following statements. | Strongly Agree | Agree | Neither Agree nor Disagree | Disagree | Strongly Disagree |
|--|----------------|-------|----------------------------|----------|-------------------|
| | 1 | 2 | 3 | 4 | 5 |
| a. Once my project was approved, I received all the information needed to proceed to the next step of the project. | | | | | |
| b. The claim forms were easy to understand and complete. | | | | | |
| c. I was able to reach appropriate Ministry staff without difficulty. | | | | | |
| d. Ministry staff were knowledgeable. | | | | | |
| e. I received consistent advice from Ministry staff. | | | | | |
| f. Ministry staff were courteous. | | | | | |

| 2. Overall, how satisfied were you with the amount of time it took to get the service that you required? | Very satisfied | Satisfied | Neither satisfied nor dissatisfied | Dissatisfied | Very dissatisfied |
|--|----------------|-----------|------------------------------------|--------------|-------------------|
| | | | | | |

| 3. Overall, how satisfied were you with the service you received while implementing your project? | Very satisfied | Satisfied | Neither satisfied nor dissatisfied | Dissatisfied | Very dissatisfied |
|---|----------------|-----------|------------------------------------|--------------|-------------------|
| | | | | | |

| 4. To what extent did the availability of this funding assistance influence your decision to undertake this project? | To a great extent | Somewhat | Very little | Not at all |
|--|-------------------|----------|-------------|------------|
| | | | | |

| 5. Overall, did you find working in the portal fairly easy to understand? | Very easy | Somewhat | Not easy | Did not use the portal |
|---|-----------|----------|----------|------------------------|
| | | | | |

Section 6. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the Freedom of Information and Protection of Privacy Act. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the recipients.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; and
3. There have been no overpayments by OMAFRA or any other organization or government. All payments made are to third parties.

The undersigned warrants that these statements are true.

| | |
|--|--|
| Name & Title of Authorized Official (Print): | |
| Signature: | |
| Date: | |

SCHEDULE "F"
FINAL REPORT

Final Report

File No.

Project Title

Date

Project Recipient

Final Reports are to be completed and submitted to OMAFRA within 60 days of the completion of the project. Please contact your Project Analyst should you have any questions completing this report.

Section 1. Project Details

Is the following description of your Project as completed accurate?

☐ Yes ☐ No If No, please provide details on any variance below

Project Variances (if applicable)

In reading the description and forecasted and actual project completion date above, has your Project experienced any variances either in project scope or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the project description noted above.

Section 2. Benefits

1. Was the project developed through a collaboration and/or partnership or will it result in a collaboration or partnership? A collaboration includes arm's length multiple local entities who were committed to support the project and/or entities that span more than one municipal boundary who supported the project.

Entities include municipalities, community or not-for-profit organizations, industry and economic development associations, regional organizations, businesses, corporations, First Nations, Metis, Inuit and other broader public sector organizations.

☐ Yes If yes, how many collaborations and/partnership were developed? _____

☐ No

2. Please indicate which of the following benefits you have experienced or anticipate as a result of the project.

| | At project completion | Result |
|---|---|--|
| The project helped to address economic barriers. | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, please indicate the number and type of barrier(s) addressed? # of barriers addressed _____ Type of barrier addressed: _____ |
| The project enabled the training and/or skills development | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, how many people were trained? # of people trained _____ |
| The project assisted in the attraction, retention and or expansion of businesses. | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, please indicate the number of businesses attracted, retained or expanded # of businesses retained _____ # of businesses attracted _____ # of businesses expanded _____ If no, do you anticipate future business attraction and/or expansion as a result of the project? <input type="checkbox"/> Yes <input type="checkbox"/> No # of future businesses retained _____ # of future businesses attracted _____ # of future businesses expanded _____ |
| This project assisted in the creation and/or retention of jobs. | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, please indicate the number of jobs created or retained by job type. # of full-time jobs created _____ # of part-time jobs created _____ # of temporary jobs created _____ # of full-time jobs retained _____ # of part-time jobs retained _____ # of temporary jobs retained _____ |

Section 3. Financial Information

Approved Total Eligible Costs: \$

| Budget Item | Budgeted Costs | Actual Costs | Variance |
|---|----------------|--------------|----------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| GROSS ELIGIBLE COST | \$ | \$ | \$ |
| Less HST (if included in the above numbers) | \$ | \$ | \$ |
| TOTAL NET ELIGIBLE COST* | \$ | \$ | \$ |

**Total Net Eligible Cost should match the approved amount noted above.*

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the project and its impact on other stakeholders, rural communities and the province of Ontario.

Section 5. Service Experience

Based on your project experience with OMAFRA, please indicate with an "X" in the appropriate box for your response.

| 1. Please indicate the extent to which you agree or disagree with the following statements. | Strongly Agree | Agree | Neither Agree nor Disagree | Disagree | Strongly Disagree |
|--|----------------|-------|----------------------------|----------|-------------------|
| | 1 | 2 | 3 | 4 | 5 |
| a. Once my project was approved, I received all the information needed to proceed to the next step of the project. | | | | | |
| b. The claim forms were easy to understand and complete. | | | | | |
| c. I was able to reach appropriate Ministry staff without difficulty. | | | | | |
| d. Ministry staff were knowledgeable. | | | | | |
| e. I received consistent advice from Ministry staff. | | | | | |
| f. Ministry staff were courteous. | | | | | |

| 2. Overall, how satisfied were you with the amount of time it took to get the service that you required? | Very satisfied | Satisfied | Neither satisfied nor dissatisfied | Dissatisfied | Very dissatisfied |
|--|----------------|-----------|------------------------------------|--------------|-------------------|
| | | | | | |

| 3. Overall, how satisfied were you with the service you received while implementing your project? | Very satisfied | Satisfied | Neither satisfied nor dissatisfied | Dissatisfied | Very dissatisfied |
|---|----------------|-----------|------------------------------------|--------------|-------------------|
| | | | | | |

| 4. To what extent did the availability of this funding assistance influence your decision to undertake this project? | To a great extent | Somewhat | Very little | Not at all |
|--|-------------------|----------|-------------|------------|
| | | | | |

| 5. Overall, did you find working in the portal fairly easy to understand? | Very easy | Somewhat | Not easy | Did not use the portal |
|---|-----------|----------|----------|------------------------|
| | | | | |

Section 6. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the recipients.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; and
3. There have been no overpayments by OMAFRA or any other organization or government. All payments made are to third parties.

The undersigned warrants that these statements are true.

| | |
|--|--|
| Name & Title of Authorized Official (Print): | |
| Signature: | |
| Date: | |

CSIO CERTIFICATE OF INSURANCE

DATE (YY/MM/DD)
16/08/25

BROKER Halpenny Insurance Brokers Ltd
1550 Laperriere Ave., Ste. 100
Ottawa, ON K1Z 7T2

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

BROKER'S CLIENT ID: BROCK-4

COMPANIES AFFORDING COVERAGE

COMPANY A Certain Lloyd's Underwriters A.M. Best Rating = "A"
COMPANY B
COMPANY C
COMPANY D

INSURED'S FULL NAME AND MAILING ADDRESS
Corporation of the City of
Brockville, P. O. Box 5000
1 King Street West
Brockville, ON K6V 7A5

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | CO LTR | POLICY NUMBER | POLICY EFFECTIVE DATE (YY/MM/DD) | POLICY EXPIRATION DATE (YY/MM/DD) | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) | |
|--|--------|---|----------------------------------|-----------------------------------|--|------------|
| COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYERS'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> POLLUTION LIABILITY EXTENSION | A | JLTPS-385 & UMR #B0901EK1500547000 Includes: Contractual Liability | 15/12/31 | 17/07/01 | EACH OCCURRENCE | \$ 5000000 |
| | | | | | GENERAL AGGREGATE | \$ N/A |
| | | | | | PRODUCTS - COMPI/OP AGG | \$ 5000000 |
| | | | | | PERSONAL INJURY | \$ 5000000 |
| | | | | | TENANT'S LEGAL LIABILITY | \$ 5000000 |
| | | | | | MED EXP (Any one person) | \$ 50000 |
| | | | | | NON-OWNED AUTO | \$ 5000000 |
| | | | | | OPTIONAL POLLUTION LIABILITY EXTENSION | \$ |
| | | | | | (Per Occurrence) | \$ |
| | | | | | (Aggregate) | \$ |
| AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small> | | | | | BODILY INJURY PROPERTY DAMAGE COMBINED | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE | \$ |
| | | | | | | |
| EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <small>(Specify)</small> | | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| OTHER LIABILITY (SPECIFY) | | | | | | |

ADDITIONAL INSURED

Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees, but only with respect to the operations of the Named Insured.

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS
Re: Transfer Payment Agreement; RED3-07068.

CERTIFICATE HOLDER

Ministry of Agriculture, Food,
and Rural Affairs
Rural Programs Branch
1 Stone Road West, 4th Floor
Guelph, ON N1G 4Y2

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

HALPENNY INSURANCE BROKERS LTD.

PER 

PRINT NAME INCLUDING POSITION HELD
Lucia Falcucci, BA, CAIB
Commercial Supervisor, ext. 236

FAX NUMBER

613-722-5382

EMAIL ADDRESS

lfalcucci@halpenny.com

COMPANY

Halpenny Insurance Broker

DATE

16/08/25

CSIO CERT. (2006/08)

OP ID: DK

CSR: LF