

The Corporation of the Township of South Algonquin

Regular Council Meeting

January 14, 2026

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CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

AGENDA

REGULAR COUNCIL MEETING

Wednesday, January 14, 2026 9:00 a.m.

Council Chambers
Municipal Office
7 Third Avenue
Whitney, Ontario

And ZOOM and You Tube Channel: South Algonquin Council

1. Open Meeting/Call to order – 9:00 a.m.
2. Roll Call
3. Land Acknowledgement

We acknowledge that we are gathered on the unceded Traditional Territory of the Algonquin Anishinaabeg people, specifically the Matouweskariini (people of the Madawaska River). We further acknowledge that the Algonquin People have been stewards of this land since time immemorial and we strive to treat the land along with the flora and fauna it supports, the people, their customs and traditions, with honour and respect. Today, this area is home to people of all walks of life, and we acknowledge the shared opportunities and responsibilities to live, work and survive within this beautiful territory.

Chi-miigwetch, All my relations

4. Additions / Amendments to the Agenda
5. Adoption of the Agenda

Moved by:

Seconded by:

Res. # 26-

THAT: Council for the Corporation of the Township of South Algonquin adopts the Agenda as circulated for the Regular Council Meeting of January 14, 2026.

6. Disclosure of Pecuniary Interest or a General Nature Thereof
7. Petitions, Delegations and/or Presentations: None
8. Minutes of Previous Meetings (s)
 - Adopt the Minutes of the Regular Council Meeting of December 3, 2025

Moved by:

Seconded by:

Res. # 26-

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Regular Council Meeting of December 3, 2025 as circulated.

- Adopt the Minutes of the Asset Management Committee Meeting of December 17, 2025

Moved by:

Seconded by:

Res. # 26-

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Asset Management Committee Meeting of December 17, 2025 as circulated.

- Adopt the Minutes of the Waste Management Committee Meeting of December 17, 2025

3

Moved by:

Seconded by:

Res. # 26-

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Waste Management Committee Meeting of December 17, 2025 as circulated.

9. Committee, Staff and/or Councillor Reports
10. Business Arising from the Minutes
11. Unfinished Business
12. Correspondence – Action Items
13. Correspondence – Information Items
14. New Business
 - Use of Lester Smith Building During Winter Months
15. Motions of Council
16. By-Laws
17. Resolution to Move into a “Closed Session”: None
18. Adjournment

Moved by:

Seconded by:

Res. # 26-

THAT: Council for the Corporation of the Township of South Algonquin adjourns the Regular Council Meeting of January 14, 2026 at _____.

December 3, 2025

COUNCIL MEETING – MINUTES

On Wednesday, December 3, 2025, the Council for the Corporation of the Township of South Algonquin held a Regular Hybrid Council Meeting via Zoom and in Chambers, which was streamed to YouTube.

In Chambers:

Mayor Ethel LaValley
Councillor Joe Florent
Councillor Joan Kuiack
Councillor Shawn Pigeon
Councillor Laurie Siydock
Councillor Bill Rodnick

ZOOM:

Councillor Collins

Staff: Bryan Martin, CAO/Clerk-Treasurer
Tracy Cannon, Deputy CAO/Deputy Clerk-Planner
Aurel Thom, Fire Chief/CEMC

1. OPEN MEETING/CALL MEETING TO ORDER:

Mayor LaValley called the meeting to order at 9:03 a.m.

2. ROLL CALL: All Present

3. LAND ACKNOWLEDGEMENT

4. ADDITIONS/AMENDMENTS TO THE AGENDA:

- New Business-Committee of the Whole

5. ADOPTION OF THE AGENDA

Moved by: Councillor Florent Seconded by: Councillor Pigeon Res. # 25-596
THAT: Council for the Corporation of the Township of South Algonquin adopts the Agenda as circulated and amended for the Regular Council Meeting of December 3, 2025.
-Carried-

6. DISCLOSURE OF PECUNIARY INTEREST OR A GENERAL NATURE THEREOF:

None

7. PETITION, DELEGATION AND/OR PRESENTATIONS:

Inspector Stephan Neufeld, Detachment Commander of the Upper Ottawa Valley OPP, Ryan Martin, Interim Commander of the Bancroft OPP Detachment, and S/Stg. Sarah Darraugh were in attendance to present on the Whitney Realignment, the OPP 2026–2029 Strategic Plan, and the OPP priorities for the coming year.

As Inspector Neufeld was delayed, Council proceeded with the meeting until his arrival. The notes for this portion are recorded in the order in which the discussion occurred.

8. MINUTES OF PREVIOUS MEETING

Moved by: Councillor Kuiack Seconded by: Councillor Rodnick Res. # 25-597
THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Regular Council Meeting of November 5, 2025 as circulated.
-Carried-

Moved by: Councillor Siydock Seconded by: Councillor Florent Res. # 25-598
THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Economic Development Committee Meeting of November 19, 2025 as circulated.

-Carried-

9. COMMITTEE REPORTS, STAFF AND/OR COUNCILLOR REPORTS:

M&L Parks & Recreation Committee

M&L Parks and Recreation Committee Agenda of November 11, 2025 Minutes of October 14, 2025 were provided in the Council package.

Councillor Florent verbally reported;

- He has received numerous inquiries about the Fibre Internet installation and is requesting an update.
- Request update on the Blue Box Program. Staff advised that they have a meeting scheduled with Circular Materials on Friday and expect to have more information at that time. This item is also included on the agenda for the Waste Management Committee Meeting on the 17th.

Whitney Recreation Committee

Whitney Recreation, Minutes of November 4, 2025 were provided in the Council package.

Councillor Kuiack verbally reported;

- Committee had a quick meeting yesterday, focusing on December 14th Breakfast with Santa, photo with Santa and Parade.
- There does not appear to be much interest at this time in Volleyball or Pickleball at the school for the winter; promotion will continue.
- The Committee is looking ahead and setting dates for next year's activities.
- Councillor Kuiack thanked Mayor LaValley for her participation in the Tree Lighting.

T. Cannon, Deputy CAO/Deputy Clerk-Planner

- T. Cannon presented a written report regarding the request to purchase the Shore Road Allowance in front of 124A Lakeside Lane. A corresponding resolution has been included in the Motions of Council for Council's consideration.

Councillor Collins

- Councillor Collins inquired about the Rink Attendant position. Staff advised that interviews for both the Rink Attendant Position and the Community Development Intern Position will be conducted in the coming weeks.

Councillor Siydock

- Councillor Siydock attended the second Police Services Board meeting on November 17th. The Board is seeking two community members to join. The report has been circulated. The next meeting will be held in February.

10. BUSINESS ARISING FROM THE MINUTES: None

11. UNFINISHED BUSINESS: None

12. CORRESPONDENCE-Action Items:

- Resolution of Support; RE: Town of Bradford West Gwillimbury regarding removing HST/GST from new homes to support housing affordability.

13. CORRESPONDENCE-Information Items Received and Filed:

- Ministry of Municipal Affairs; RE: Fighting Delays, Building Faster Act, 2025 (Bill 60).
- MP Cheryl Gallant; RE: Rights of Private Landowner Under Common Law.
- The Federation of Northern Ontario Municipalities (FONOM) and the Northwestern Ontario Municipal Association (NOMA); RE: Kapuskasing Paper Facility.
- Ministry of the Solicitor General; RE: Update to Ontario Regulation 416/23: Oaths and Affirmations under the Community Safety and Policing Act, 2019
- Planning Report RE: Official Plan Amendment No. 2. (In preparation for Dec.17th Committee Meeting).
- Kelly Wallace, Managing Director Think Turtle Conservation Initiative; RE: Request to Maintain the Moratorium on Aerial Glyphosate Spraying.
- Chris Fitzpatrick; RE: Unemployment Insurance Benefits; *Staff will invite C. Fitzpatrick to an upcoming meeting to outline his specific request to Council.*
- MP Cheryl Gallant; RE: Herbicide Glyphosate.
- Ministry of Municipal Affairs; RE: Building Faster and Smarter Act, 2025(Bill 17).

14. NEW BUSINESS:

Committee of the Whole – Staff will create a report.

PETITION, DELEGATION AND/OR PRESENTATIONS:

Upon Inspector Neufeld arrival, Council returned to this portion of the meeting.

Inspector Neufeld has accepted a promotional position, and S/Sgt Sarah Darraugh will assume the role of Interim Detachment Commander. S/Sgt Ryan Martin will continue as Interim Commander of the Bancroft Detachment until at least February.

Inspector Neufeld apologized for the lack of communication with the municipality regarding the transition of South Algonquin OPP services from the Killaloe Detachment to the Bancroft Detachment. The transition is proceeding as a phased process with community consultation. A preliminary plan is awaiting final approval before being shared.

Inspector Neufeld emphasized that the Whitney Detachment is not closing but is in a rebuild phase. The OPP is assessing the support required for South Algonquin.

Inspector Stephan Neufeld, S/Stg. Sarah Darraugh & Ryan Martin exited the meeting.

Short Recess

15. MOTIONS OF COUNCIL:

Moved by: Councillor Florent Seconded by: Councillor Pigeon Res. # 25-599

THAT: Council for the Corporation of the Township of South Algonquin hereby accepts the resignation of Nadia Pruett from the Economic Development Committee and appoints Jim Hollett as a new member, as recommended by the Committee.

-Carried-

Moved by: Councillor Florent Seconded by: Councillor Kuiack Res. # 25-600

THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from Town of Bradford West Gwillimbury regarding removing HST/GST from new homes to support housing affordability; and

THAT the resolution be circulated to the Prime Minister of Canada, Minister of Finance and the Minister of Housing, Infrastructure and Communities; and to the Premier of Ontario, the Ontario Minister of Finance, the Ontario Minister of Municipal Affairs and Housing, our local MP and MPP, and the Association of Municipalities of Ontario.

-Carried-

Moved by: Councillor Florent Seconded by: Councillor Kuiack Res. # 25-601

THAT Council for the Corporation of the Township of South Algonquin wishes to reconsider Resolution No. 25-560, which reads as follows:

Moved by: Councillor Florent Seconded by: Councillor Kuiack Res. # 25-560

"THAT: Council for the Corporation of the Township of South Algonquin endorses the resolution passed by the Municipality of West Nipissing requesting a moratorium on aerial spraying, and further urges that such a moratorium be extended to include the Township of South Algonquin; and

THAT this resolution, along with a copy of the West Nipissing's resolution, be forwarded to Mike Harris Jr., Minister of Natural Resources and Forestry; Sylvia Jones, Minister of Health; MPP, Billy Denault; Robin Jones, President of AMO; Christa Lowry, President of ROMA; and Bancroft, Minden Forestry Office; and MP Cheryl Gallant."

AND THAT if this Motion to Reconsider is approved, Resolution No. 25-560 shall be brought back before Council for further discussion and determination at the January 14, 2026 Regular Council Meeting.

-Carried-

Moved by: Councillor Siydock Seconded by: Councillor Kuiack Res. # 25-602

THAT: Council for the Corporation of the Township of South Algonquin authorizes staff to proceed with the request to purchase the Shore Road Allowance along Lyell Lake in front of lands legally describes as LYELL PLAN M382 LOT 16 PCL;21867 NIP, in the geographic ward of Lyell and locally known as 124A Lakeside Lane.

-Carried-

16. BY-LAWS:

Moved by: Councillor Collins Seconded by: Councillor Siydock Res. # 25-603

THAT:

- 1) By-Law 2025-852 to authorize the signing of the Automotive Material Stewardship Amending Agreement
- 2) By-Law 2025-853 to Confirm the Proceedings of Council

BE READ A FIRST TIME AND BE DEEMED READ A SECOND TIME

-Carried-

Moved by: Councillor Pigeon Seconded by: Councillor Rodnick Res. # 25-604

THAT:

- 1) By-Law 2025-852 to authorize the signing of the Automotive Material Stewardship Amending Agreement
- 2) By-Law 2025-853 to Confirm the Proceedings of Council

BE READ A THIRD TIME AND PASSED

-Carried-

17. CLOSED SESSION: None**18. ADJOURNMENT:**

Moved by: Councillor Florent Seconded by: Councillor Pigeon Res. # 25-605

THAT: Council for the Corporation of the Township of South Algonquin adjourns the Regular Council Meeting of December 3, 2025 at 10:51 a.m.

-Carried-

The next regular council meeting is scheduled for Wednesday, January 14, 2026 at 9:00 a.m.

Mayor Ethel LaValley

CAO/Clerk-Treasurer Bryan Martin

TOWNSHIP OF SOUTH ALGONQUIN
ASSET MANAGEMENT COMMITTEE MEETING – MINUTES

On Wednesday, December 17, 2025 the Asset Management Committee held an in-person and Zoom Meeting, livestreamed to YouTube following the Committee of Adjustment Hearing and Public Meeting.

Council Present:

Mayor Ethel LaValley
Councillor Sandra Collins
Councillor Joe Florent, Chair
Councillor Joan Kuiack
Councillor Shawn Pigeon
Councillor Laurie Siydock
Councillor Bill Rodnick

Township Staff Present:

Bryan Martin, CAO, Clerk-Treasurer
Tracy Cannon, Deputy CAO/Deputy Clerk-Planner, Recording Secretary
Steven Ronholm, Works Superintendent
Charlene Alexandar, CEO/Head Librarian/Grant Writing
Michael Anderson, CBO/BLEO

Regrets: Aurel Thom, Fire Chief/CEMC

Chair of the Asset Management Committee, Councillor Florent called the meeting to order at 9:15 a.m.

ROLL CALL: All Present

LAND ACKNOWLEDGEMENT

ADDITIONS/AMENDMENTS TO THE AGENDA:

- #7 New Business – Provincial Funding – Snowmobile Trails

ADOPTION OF THE AGENDA

Moved by: Councillor Kuiack

To adopt the agenda as circulated and amended.

Seconded by: Councillor Siydock

DISCLOSURE OF PECUNIARY INTEREST or a GENERAL NATURE THEREFORE:
None

PETITIONS, DELEGATIONS and/or PRESENTATION:

Forbes Symon, Jp2g Consultant presented the planner's report on the Ministry Modifications to Official Plan.

F. Symon advised the committee that the Township has an approved and updated Official Plan, consistent with the Provincial Planning Statement 2024 (PPS). He emphasized that the approval process was lengthy and challenging, involving three different planners.

No written comments were received from Ministry of Municipal Affairs and Housing (MMAH), only verbal feedback, which created challenges in accurately capturing the Ministry's suggested changes. Staff and his team were excluded from further discussions with the MMAH. The Official Plan was revised based on the verbal comments received, public meetings were held as prescribed, and the plan was adopted and submitted to MMAH for approval. At the time, it was believed that most Ministry comments had been captured, and the approval process was expected to be straightforward. There were also multiple recommendations that the proposed changes be reviewed in advance so they could be discussed prior to being implemented. However, MMAH ultimately proceeded to make modifications without consultation, and there is no opportunity to appeal the Minister's decision.

A significant number of editorial changes were made that did not alter the intent of the policies. However, there were several substantial changes. F. Symon highlighted three key modifications:

- Minimum lot size: MMAH maintained a one-hectare requirement for properties requiring a hydrogeological study, which was of particular concern to Council.

- Private roads: MMAH removed the policy allowing new lots on private roads. This affects the Township's ability to grow, which was of particular concern to Council.
- Environmental policies: The removal of the policies related to waterfront redevelopment and net environmental gain.

Revisions were also made to the Official Plan schedules, which will be updated under the original contract at no additional cost.

The Township has approval authority for amendments to the Official Plan; however, this authority can be removed by the Minister.

The next steps include updating the Zoning By-Law, planned to begin early in the new year with a focus on permissive zoning. Additionally, the Lands Needs Assessment recommended by the Ministry will also commence in the new year.

STAFF REPORTS:

Charlene Alexander, CEO/Head Librarian/Grant Writer provided a Library Report, Minutes of September 23, 2025 Board Meeting and the Grant Writing Report.

Verbally Reported;

- Circulation number for November stats – an error should read 445
- Seniors Community Grant 2026 has now been submitted.

Aurel Thom, Fire Chief/CEMC provided a Monthly Fire/ CEMC Report

Aurel was unable to attend the meeting;

- Update on outstanding items from the Emergency Management Exercise.

Steve Ronholm, Works Superintendent provided a Works Department Report

Verbally Reported;

- S. Ronholm will follow up with Ontario Parks and AFA pertaining to the sections of Major Lake Road.
- S. Ronholm will request an update from Algonquin Fiber on the status of the internet service.
- S. Ronholm will post the grader on Gov. Deals in the next couple weeks.
- Still waiting for approval on the expansion of Tom & Mick Murray Boat Launch.
- Jule for the EV Charging has contacted staff and they will start both projects in the Spring.

Michael Anderson, CBO/BLEO provided a Building/By-Law Report

- The Minor Variance referenced in the report has been finalized and the building permit has been issued.

Tracy Cannon, Deputy CAO/Deputy Clerk-Planner provided an annual Planning Report that included the purchase of Shore Road Allowance.

- The number of Minor Variance applications has increased in 2025 and will be reviewed in detail to determine whether the new Zoning By-Law could incorporate changes to reduce the need for some future variance requests.

UNFINISHED BUSINESS:

Asset Management Shortfall

- B. Martin advised that three members of council submitted their responses to staff regarding ideas. There is an increase in the Ontario Municipal Partnership Fund but doesn't solve the issue as there are increases in other areas. Further discussions will take place during budget deliberations.

NEW BUSINESS:

Provincial Funding – Snowmobile Trail

- Councillor Kuiack advised the Committee that snowmobile trails will receive \$3.9 million in provincial funding to support trail openings and improvements. At this time, it has not been announced which clubs will receive the funding. She also noted that the Green Bridge has reopened.
- Bear Mountain Hiking Trail Parking Lot – B. Martin advised that the last correspondence was that no action will be taken until the Township has a Boat Launch & Trails Master Plan in place. The funding has been deferred for a year.
-

Moved by: Councillor Siydock

Seconded by: Councillor Rodnick

To adjourn the Asset Management Committee meeting of December 17, 2025, at 11:06 a.m.

-Carried-

TOWNSHIP OF SOUTH ALGONQUIN
WASTE MANAGEMENT COMMITTEE MEETING – MINUTES

On Wednesday, December 17, 2025 the Waste Management Committee held a hybrid meeting, livestreamed to YouTube following the Asset Management Committee Meeting

In Chambers:

Mayor Ethel LaValley
 Councillor Sandra Collins
 Councillor Joe Florent
 Councillor Joan Kuiack
 Councillor Shawn Pigeon
 Councillor Bill Rodnick, Chair
 Councillor Laurie Siydock

Township Staff Present:

Bryan Martin, CAO, Clerk-Treasurer
 Tracy Cannon, Deputy CAO, Deputy Clerk-Planner
 Steve Ronholm, Works Superintendent

Chair of the Waste Management Committee, Councillor Rodnick called the meeting to order at 11:17 a.m.

ROLL CALL: All present

ADDITIONS/AMENDMENTS TO THE AGENDA: **None**

ADOPTION OF THE AGENDA

Moved by: Councillor Florent **Seconded by: Councillor Pigeon**
 To adopt the agenda of December 17, 2025 as circulated.

DISCLOSURE OF PECUNIARY INTEREST or a GENERAL NATURE THEREOF:

None

Staff Report:

Steve Ronholm, Works Superintendent presented the Waste Management Report that was circulated in the package.

- Circular Materials Ontario (CMO) has not provided an implementation date for the Blue Box Program.
- Implementation of the Bag Tag system will start January 1st.
- The proposed landfill site signs will be amended to remove the tipping fees.

UNFINISHED BUSINESS: **None**

NEW BUSINESS:

Landfill Site Hours

- Landfill Site hours will remain as is.

Moved by: Councillor Florent

Seconded by: Councillor Collins

To adjourn the Waste Management Committee meeting of December 17, 2025 at 12:18 p.m.

Bryan Martin, CAO, Clerk-Treasurer

Councillor Bill Rodnick/Chairperson

COUNCIL MEETING**January 14, 2026****COMMITTEE/STAFF REPORTS:**

- 1) M&L Parks and Recreation, RE: Agenda of January 13, 2026 and Minutes of November 13, 2025
- 2) Whitney Recreation, RE: Minutes of December 2, 2025

**CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN**

AGENDA

Murchison & Lyell Parks and Recreation Committee

**Tuesday January 13, 2026 at 7:00 pm.
At the Madawaska Community Hall**

1. Call meeting to order.
2. Reading & approval of the Agenda plus any additions.
3. Approval of December 9th, 2025 minutes and any amendments.
4. Business arising from minutes.
5. Reports:
 - a) Councillor's Report.
 - b) No committee reports.
 - c) Financial Report- Balance at the end of December 2025 \$xxxxx.

New Business.

6. Performance Measurement – Event tracking sheet for December 2025.
7. Resolutions.
8. Exercise Classes: New day and time this year.
9. Angel Fundraiser final tally for 2025 campaign.
10. Any new ideas for 2026?
11. Rosemary Shalla: Broomball Tournament for January. Winter Fun Fair?
12. Set date for Trivia Night 2026.
13. Adjournment.

Next meeting Tuesday January 13th, 2025 at 7:00 pm at the Madawaska Community Hall.

Murchison & Lyell Parks and Recreation Committee of South Algonquin

Minutes for the meeting of Tuesday November 13th, 2025 at 7p.m.

Members present: Sharon Florent, Rosemary Shalla, Fiona Girouard, and Tammy Stoneman.

Regrets: Terry Levean, Kathy Foote and Nadia Pruett.

Council Representative: Councillor Joe Florent.

1. Chair called the meeting to order at 7 p.m.

2. Reading and Approval of the Agenda plus any additions.

Motion # 31-2025

Moved by: Fiona Girouard. Seconded by: Tammy Stoneman.

"To accept the agenda and any amendments or additions."

Carried

3. Approval and Adoption of September 9th, 2025 minutes and any amendments.

Motion # 31 - 2025

Moved by: Tammy Stoneman. Seconded by: Fiona Girouard.

Carried

4. Business arising from minutes: None.

5. Reports: a) Councillor Florent informed us that he had corrected our submitted September minutes regarding the parking lot expansion at Tom & Mick Murray Park. It is still being considered by the MNRF. He also said that he will be attending two meetings shortly, regarding the trail closures within Opeongo River Park. It was reported by a frequent user of our new Round House Trail, that some signage regarding "No motorized vehicle use" had been pulled out.
 b) Reports: i) Fiona Girouard reported that the October Kids' Club had only 6 children in attendance. There was a survey put out on FB with even less interest in this event continuing on. The monthly kids' club will be put on hold for now and re-evaluated in the new year. ii) Sharon Florent: Halloween Night at the Hall: We had 12 people giving out candy at the hall on Halloween night. It was a good turnout. All the ghosts and goblins who came in from the night for their treats really seemed to enjoy it. c) Financial Report: Balance at the end of September was \$11,723.81.

6. Performance Measurement: The sheets were filled out for our events.

7. Resolutions: None.

8. Kids' Christmas Party: We finalized all arrangements for the Christmas Party and are ready to go on the 7th.

9. Winter programs for the rink: These potential programs are set as well and we're all just waiting for the weather to cooperate.

10. Whitney Christmas Parade Float discussion: It was decided that we would not put a float in the Christmas Parade this year.

11. Adjournment:

Motion #32-2025

Moved by: Fiona Girouard. Seconded by: Tammy Stoneman.

"Motion to adjourn the meeting at 7:56 pm."

Next meeting – Tuesday December 9th 2025 at 7pm at the Madawaska Community Hall

Chair _____ Secretary _____

Terry Levean

Sharon Florent

Whitney Recreation Meeting Minutes

December 2, 2025 - 6:30pm, Bob's office

We acknowledge that we are gathered on unceded land of the Algonquin people and that we are living in harmony with all.

Present: Theresa Kramer, Bob Craftchick, Lynn LePage, Joan Kuiack, Joe Avery, Adam Holmberg.

Regrets: Kim Gormon, Laurie Siydock

1. Welcome, Land Acknowledgment
2. Agenda approved
3. Minutes approved with spelling errors corrected. Laurie Siydock
4. Financial reports – not received for this meeting
5. Kitchen update
 - a. Two stainless steel counters arrived. One in the kitchen the other on wheels.
 - b. suggested we create a binder of procedures and how to use equipment: TV, stereo, portable sound system, dish washer, keys, etc. To be created in January
 - c. storage room clean up planned for January by Theresa and Joan and will work with town staff and Gloria
6. Update on grants – no new information
7. EVENTS

Nov 9 Christmas market debrief – good event, 4 crock pots of chili sold, 14 vendors

November 28 Christmas Tree Lighting debrief – 32 adults, mostly seniors, 2 children, Music by Jim Etmanski and Allison. Turn out was great first year, very poor last year and not good this year, so not planning on running it next year. As well the local CWL has brought back their carolling afternoon and a meal. Tight timing to fit everything in.

December 14 Breakfast with Santa, Photos and Parade:

Breakfast - Food has been arranged and volunteers to cook. Breakfast will operate 9:30am to 11amish. Bongos will play music during breakfast.

Photos with Santa – will be set up by Kim, operate 11am to noonish

Parade - looks like 14 floats, Joe to ask for float prize money from township. Theresa and Joan to bag candy bags to be distributed at the parade.

Volleyball/Pickleball update, \$25 fee promoted on Facebook. Flyers to be put up. Goal is to cover rental fee of gym.

Family Day Monday, Feb 16, 2026

8. Cleanup of inventory and storage room – addressed under kitchen update

9. New business –

Bingo idea, once a month in 2026, working with senior's club. Joan and Theresa to meet to discuss an action plan.

a. 2026 Events, to be discussed in January

b. Adam Holmberg will be responsible for Facebook promotions

10. Next Meeting – January 6th

11. Adjournment – 8pm

COUNCIL MEETING**January 14, 2026****ACTION:**

- 1) Resolution of Support; RE: Alternative Servicing Methods for Rural and Northern Municipalities, Municipality of Magnetawan.
- 2) Resolution of Support; RE: Strengthening Self-Defence Protections and Addressing Rising Home Invasions in Ontario, Municipality of Calvin.
- 3) Resolution of Support; Ontario Community Infrastructure Fund (OCIF), Town of Smith Falls.
- 4) Resolution of Support; Federal Measures Aimed to Stabilize and Strengthen Canada's Steel and Softwood Lumber Sectors, Township of Nairn and Hyman.



RESOLUTION NO. 2025- 333

DECEMBER 10, 2025

Moved by: Brad Kneller

Seconded by: Bill Bishop

WHEREAS staff submitted an application for Invest Ready-Certified Site Designation, which was denied due to the absence of water, wastewater, and natural gas infrastructure;

AND WHEREAS staff subsequently met with representatives of the associated grant funding program, who advised that additional funding opportunities for rural communities would be forthcoming;

AND WHEREAS the Site Readiness Program for Industrial Properties has since been launched, with eligibility requirements stipulating that any missing infrastructure must be in place and serviceable within two years of acceptance into the grant funding program;

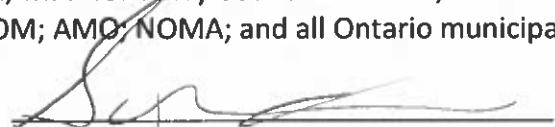
AND WHEREAS it is not financially feasible nor in the best interest of our ratepayers to install full municipal water, wastewater, and natural gas services, as the associated capital and operating costs would impose an undue financial burden on the Municipality's ratepayers;

AND WHEREAS alternative servicing solutions commonly used in rural and northern Ontario—such as properly designed and maintained septic systems for wastewater, drilled wells for drinking water, and propane or hydro for heat—are proven, reliable, and effective forms of infrastructure that can safely and efficiently support industrial and commercial development;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan urges the Province of Ontario to revise its grant funding criteria to recognize and accept these alternative servicing methods as eligible infrastructure, and to ensure that rural and northern municipalities lacking municipal gas, water, and wastewater systems are not excluded from support;

AND FURTHER THAT this resolution be circulated to Premier Doug Ford; the Honourable Peter Bethlenfalvy, Minister of Finance; the Honourable Victor Fedeli, Minister of Economic Development, Job Creation and Trade; the Honourable Graydon Smith, MPP for Parry Sound–Muskoka; the Honourable Scott Aitchison, MP for Parry Sound–Muskoka; FONOM; AMO; NOMA; and all Ontario municipalities.

Carried 10 Defeated _____ Deferred _____


Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

Member of Council	Yea	Nay	Absent
Bishop, Bill			
Hetherington, John			
Hind, Jon			
Kneller, Brad			
Mayor: Dunnett, Sam			



Corporation of the Municipality of Calvin

Council Resolution

Date: November 26, 2025

Strengthening Self-Defence Protections and Addressing Rising Home Invasions in Ontario

Resolution Number: 2025-345

Moved By: Mayor Gould

Seconded By: Councillor Manson

WHEREAS violent home invasions have increased in several regions of Ontario, creating growing fear and frustration among residents;

AND WHEREAS Ontario homeowners increasingly believe that current self-defence laws do not provide sufficient or clear protection for individuals who lawfully defend themselves and their families during violent intrusions;

AND WHEREAS rural residents often experience police response times that can exceed 30 minutes or more, leaving citizens without immediate protection when confronted with life-threatening emergencies; AND WHEREAS the absence of "home invasion" as a distinct offence in the national Uniform Crime Reporting system prevents governments from understanding the true scale of this crime and responding appropriately;

AND WHEREAS the Province of Ontario has repeatedly called for strengthened homeowner protections, including consideration of castle-law-style provisions, and for the federal government to act;

AND WHEREAS residents expect all levels of government to take decisive action to address gaps that leave families vulnerable in their own homes;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Municipality of Calvin strongly supports the Province of Ontario's call for strengthened homeowner self-defence protections, including the adoption of clear and robust "castle law"-type provisions to ensure that law-abiding residents can protect themselves without fear of unjust prosecution.
2. Council calls on the Government of Canada to immediately prioritize reforms to the Criminal Code that strengthen and clarify the rights of homeowners who act in legitimate self-defence during violent home invasions.
3. Council demands that the federal government amend the Uniform Crime Reporting system to classify "home invasion" as a distinct criminal offence, allowing for accurate tracking, targeted enforcement, and informed public policy.
4. Council urges the Province of Ontario to take stronger action to monitor, publish, and improve police response times in rural and northern communities, and to ensure that residents are not left unprotected due to resourcing shortages.
5. Council encourages all Ontario municipalities to adopt similar resolutions to demonstrate a unified municipal voice calling for urgent reforms that protect citizens in their homes.

BE IT FURTHER RESOLVED THAT copies of this resolution be forwarded to:
The Prime Minister of Canada, The Minister of Justice and Attorney General of Canada.
The Premier of Ontario, The Attorney General of Ontario, The Solicitor General of Ontario,
MPP Vic Fedeli, and all Ontario municipalities.

Results: Carried

CERTIFIED to be a true copy of
Resolution No. 2025-345 passed by the
Council for the Corporation of the Municipality of Calvin
on the 25th day of November 2025.



Trish Araujo
Deputy Clerk

Strengthening Self-Defence Protections and Addressing Rising Home Invasions in Ontario

Agenda Item: Resolution – Background Report (Submitted by Mayor Gould)

Ontario Premier Doug Ford has repeatedly called for a review or adoption of "castle laws" in Canada, beginning June 16, 2025, and continuing in August and October of 2025. Premier Ford has emphasized that Ontario families must feel safe in their homes and that law-abiding residents should not face legal uncertainty when legitimately defending themselves from violent intruders.

Several urban and suburban regions, including York and Peel, have experienced a documented rise in violent home invasions and have established dedicated task forces to address this trend. In contrast, rural communities lack reliable statistics because "home invasion" is not recognized as a distinct offence under the national Uniform Crime Reporting (UCR) system. As a result, these incidents are recorded under broader categories such as break-and-enter or assault, making it difficult to assess the true scale of the problem outside major urban centres.

Rural residents face additional vulnerabilities due to limited policing resources and significantly longer emergency response times, which can leave homeowners without immediate protection during life-threatening situations. These conditions highlight the need for clearer legal protections for homeowners, improved crime-tracking practices, and decisive action from both provincial and federal governments to enhance public safety.

Resolution: Strengthening Self-Defence Protections and Addressing Rising Home Invasions in Ontario

WHEREAS violent home invasions have increased in several regions of Ontario, creating growing fear and frustration among residents;

AND WHEREAS Ontario homeowners increasingly believe that current self-defence laws do not provide sufficient or clear protection for individuals who lawfully defend themselves and their families during violent intrusions;

AND WHEREAS rural residents often experience police response times that can exceed 30 minutes or more, leaving citizens without immediate protection when confronted with life-threatening emergencies; AND WHEREAS the absence of "home invasion" as a distinct offence in the national Uniform Crime Reporting system prevents governments from understanding the true scale of this crime and responding appropriately;

AND WHEREAS the Province of Ontario has repeatedly called for strengthened homeowner protections, including consideration of castle-law-style provisions, and for the federal government to act;

AND WHEREAS residents expect all levels of government to take decisive action to address gaps that leave families vulnerable in their own homes;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Municipality of Calvin strongly supports the Province of Ontario's call for strengthened homeowner self-defence protections, including the adoption of clear and robust "castle law"-type provisions to ensure that law-abiding residents can protect themselves without fear of unjust prosecution.
2. Council calls on the Government of Canada to immediately prioritize reforms to the Criminal Code that strengthen and clarify the rights of homeowners who act in legitimate self-defence during violent home invasions.
3. Council demands that the federal government amend the Uniform Crime Reporting system to classify "home invasion" as a distinct criminal offence, allowing for accurate tracking, targeted enforcement, and informed public policy.
4. Council urges the Province of Ontario to take stronger action to monitor, publish, and improve police response times in rural and northern communities, and to ensure that residents are not left unprotected due to resourcing shortages.

5. Council encourages all Ontario municipalities to adopt similar resolutions to demonstrate a unified municipal voice calling for urgent reforms that protect citizens in their homes.

BE IT FURTHER RESOLVED THAT copies of this resolution be forwarded to:
The Prime Minister of Canada, The Minister of Justice and Attorney General of Canada.
The Premier of Ontario, The Attorney General of Ontario, The Solicitor General of Ontario,
MPP Vic Fedeli, and all Ontario municipalities.



December 5, 2025

*Honourable Doug Ford,
Premier of Ontario*

Re: Ontario Community Infrastructure Fund (OCIF)

Please be advised that the Council of the Corporation of the Town of Smiths Falls passed the following resolution at their December 1, 2025 Council meeting:

WHEREAS the Town of Smiths Falls acknowledges that municipal infrastructure—roads, bridges, water and wastewater systems—underpins public safety, economic vitality and quality of life in Ontario's rural and small urban communities;

WHEREAS the Ontario Community Infrastructure Fund (OCIF) was created in 2015 to assist small and rural municipalities facing infrastructure deficits that exceed their local revenue capacities;

WHEREAS in 2022 the Government of Ontario committed to increase the annual OCIF envelope from \$100 million to \$400 million over a five-year term, with that commitment scheduled to expire at the end of fiscal 2026;

WHEREAS fixed funding levels amid rising labour, materials and climate resilience costs have eroded the purchasing power of the \$400 million envelope, jeopardizing municipalities' ability to deliver and sustain essential services without incurring unsustainable debt;

WHEREAS predictable, multi-year funding indexed to real-world cost drivers is critical for municipalities to develop, finance and execute long-term asset management plans, reduce emergency repairs and leverage complementary federal and private infrastructure financing;



WHEREAS the Town of Smiths Falls requires a steadfast provincial partner to extend and enhance OCIF beyond 2026, ensuring infrastructure resilience, fiscal sustainability and equitable access for all small and rural municipalities;

NOW THEREFORE BE IT RESOLVED THAT

- 1. The Town of Smiths Falls calls upon the Government of Ontario to extend the annual OCIF envelope at not less than \$400 million beyond its current five-year term ending in 2026, with no reductions in subsequent provincial budgets.*
- 2. The Province be requested to index the total annual OCIF envelope—and each individual municipal allocation—to the Ontario Consumer Price Index (CPI), calculated on a calendar-year basis and disbursed in the first quarter of each fiscal year.*
- 3. The Ministry of Infrastructure establish a new five-year OCIF funding framework that guarantees annual envelopes and allocation percentages by municipality, enabling long-term capital planning and stable cash-flow management.*
- 4. The Province undertake a formal review of the OCIF allocation formula at least once every four years, incorporating current municipal asset management data, demographic projections, climate resilience metrics and rural equity considerations.*
- 5. A dedicated contingency reserve equal to 5 percent of the annual OCIF envelope be created within the fund to address extraordinary cost escalations, emergency repairs or project overruns without reallocating core funding.*
- 6. The Ministry of Infrastructure publish an annual OCIF performance report—including program disbursements, allocation adjustments and reserve expenditures—in a transparent, publicly accessible online dashboard.*

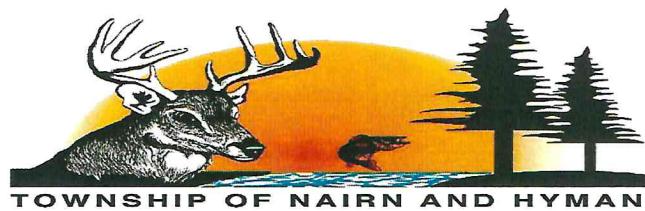


7. *The Clerk of the Town of Smiths Falls forward this resolution to:*
 - o The Honourable Doug Ford, Premier of Ontario*
 - o The Honourable Kinga Surma, Minister of Infrastructure*
 - o The Honourable Rob Flack, Minister of Municipal Affairs and Housing*
 - o The Honourable Francois-Phillipe Champagne, Minister of Finance*
 - o Association of Municipalities of Ontario (AMO)*
 - o Ontario Small Urban Municipalities (OSUM)*
 - o Federation of Canadian Municipalities (FCM)*
 - o All municipalities in Ontario*

Please do not hesitate to contact me with any questions and/or concerns.

Yours truly,

Kerry Costello
Town Clerk



64 McIntyre Street • Nairn Centre, Ontario • P0M 2L0 ☎ 705-869-4232 ☎ 705-869-5248

Established: March 7, 1896 Office of the Clerk Treasurer, CAO E-mail: belindaketchabaw@nairncentre.ca

December 17, 2025

The Right Honourable Mark Carney
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister:

Re: Support Resolution

On behalf of the Council of the Township of Nairn and Hyman, I am writing to formally convey Council's support for recent federal measures aimed at stabilizing and strengthening Canada's steel and softwood lumber sectors.

As a small Northern Ontario municipality whose economy is closely tied to the continued operation of Interfor, a local softwood lumber mill, Council is increasingly concerned that ongoing trade pressures and market uncertainty are placing added strain on the long-term viability of this key employer. Any reduction in operations or a potential closure would have significant and lasting consequences for local employment, municipal revenues, and the overall economic and social wellbeing of our community.

In this context, and in response to the Federation of Northern Ontario Municipalities' November 26, 2025 media release, Council adopted the enclosed resolution at their meeting of December 8, 2025:

SUPPORT FOR STEEL AND LUMBER SECTORS

RESOLUTION # 2025-14-247

MOVED BY: Karen Richter

SECONDED BY: Wayne Austin

WHEREAS the Federation of Northern Ontario Municipalities (FONOM) has issued a media release dated November 26, 2025, welcoming the Government of Canada's new measures to support the steel and softwood lumber sectors in response to ongoing U.S. tariff pressures; and

WHEREAS the federal actions—including strengthened protections for domestic producers, expanded financial supports, and increased incentives to utilize Canadian steel and lumber in federal infrastructure and housing projects—represent important steps in stabilizing industries that are vital to Northern Ontario's economy; and

WHEREAS municipalities across the North continue to experience the economic impacts of industry closures, including the recent shutdown of Domtar a pulp and paper mill in the neighboring Town of Espanola, which has demonstrated the vulnerability of resource-dependent communities and the need for coordinated intergovernmental support; and

WHEREAS the Township of Nairn and Hyman recognizes the significant role of Interfor, our local soft-wood lumber mill, as a major employer and economic anchor in our region, and further recognizes that any threat to its continued operation would have devastating consequences for workers, families, and local businesses; and

WHEREAS the Province of Ontario has a shared responsibility to ensure the long-term sustainability of the forestry, lumber, and steel sectors, which are foundational to the economic wellbeing of Northern and rural communities;

NOW THEREFORE BE IT RESOLVED THAT Council of the Township of Nairn and Hyman commends the Government of Canada for its leadership and for implementing substantial measures to support Canada's steel and softwood lumber industries during this period of trade volatility; and

BE IT FURTHER RESOLVED THAT Council respectfully urges the Government of Ontario to introduce additional financial, regulatory, and policy-based supports to ensure that Ontario's steel, forestry, and lumber sectors remain competitive, resilient, and able to withstand ongoing international trade pressures; and

BE IT FURTHER RESOLVED THAT Council specifically calls upon the Province of Ontario to work directly with industry stakeholders, including municipalities and major employers such as Interfor, to create programs and investments that will help protect jobs, maintain production capacity, and support long-term industry growth in Northern Ontario; and

BE IT FINALLY RESOLVED THAT a copy of this resolution be forwarded to the Prime Minister of Canada, the Premier of Ontario, the Minister of Natural Resources and Forestry, the Minister of Northern Development, FONOM, MP Jim Belanger, MPP Bill Rosenberg and all Ontario Municipalities.

CARRIED

Sincerely Yours,



Belinda Ketchabaw
CAO Clerk - Treasurer

BK/mb

cc: Premier of Ontario
Minister of Natural Resources and Forestry
Minister of Northern Development
FONOM
MP Hon. Jim Belanger
MPP Hon. Bill Rosenberg
All Ontario Municipalities



FOR IMMEDIATE RELEASE

November 26, 2025

FONOM Welcomes Federal Support for Steel and Lumber Sectors Impacted by U.S. Tariffs

Northeastern Ontario – The Federation of Northern Ontario Municipalities (FONOM) welcomes today's announcement by Prime Minister Mark Carney outlining new federal measures to support Canada's steel and softwood lumber industries, which continue to face unprecedented challenges due to aggressive U.S. tariff actions.

The federal plan includes strengthened protections for domestic producers, expanded financial supports for companies facing liquidity pressures, and new incentives to increase the use of Canadian steel and lumber in national infrastructure and housing projects. These measures aim to stabilize sectors vital to the economies of many Northern Ontario communities.

Prime Minister Carney announced that Canada will significantly tighten tariff-rate quotas on foreign steel imports, opening an estimated **\$850 million in domestic demand** for Canadian producers. In addition, the federal government is allocating **\$500 million in new financing** for softwood lumber firms, paired with a further **\$500 million expansion** of the Business Development Bank of Canada's softwood guarantee program.

FONOM is encouraged by the federal government's recognition of the pressures facing Northern resource-based communities, where steel and lumber operations support thousands of jobs and anchor local economies.

“These measures acknowledge what Northern Ontario has long understood — that our steel and lumber sectors are national economic pillars,” said FONOM President Dave Plourde “U.S. tariffs continue to destabilize communities across the North, and today’s announcement provides needed tools to help our workers and industries adapt, compete, and grow.”

FONOM also welcomes the federal commitment to **reduce interprovincial freight rates by 50 per cent** for steel and lumber shipments beginning next spring. Lower transportation costs will help Northern producers access new domestic markets and move product efficiently while north-south trade remains constrained.

As part of the plan, the federal government will also advance the **Buy Canadian Policy**, ensuring that major defence, construction, and infrastructure projects prioritize Canadian steel, aluminum,

and wood products. This aligns strongly with FONOM's longstanding advocacy for procurement policies that support Canadian jobs and supply chains.

"Keeping Canadian dollars working in Canada is essential," added the President. "These steps will create new demand for made-in-Canada materials while helping stabilize communities affected by unpredictable U.S. trade actions."

FONOM looks forward to continued collaboration with federal officials to ensure the timely rollout of these programs, and to ensure that Northern Ontario municipalities and industries can fully benefit from the measures announced today.

Media Contact:

Dave Plourde, President

Federation of Northern Ontario Municipalities (FONOM)

705-335-1615 | fonom.info@gmail.com

COUNCIL MEETING**January 14, 2026****CORRESPONDENCE RECEIVED FOR INFORMATION:**

- 1) Solicitor General RE: OPP Annual Billing.
- 2) November 17, 2025 Killaloe OPP Detachment Board Report.
- 3) November 27, 2025 Municipal Dog Pound Board Meeting Minutes.

Solicitor General

Office of the Solicitor General
 25 Grosvenor Street, 18th Floor
 Toronto ON M7A 1Y6
 Tel: 416 326-5000
 Toll Free: 1 866 517-0571
 Minister.SOLGEN@ontario.ca

Solliciteur général

Bureau du solliciteur général
 25, rue Grosvenor, 18^e étage
 Toronto ON M7A 1Y6
 Tél. : 416 326-5000
 Sans frais : 1 866 517-0571
 Minister.SOLGEN@ontario.ca



132-2025-4811

By email

December 5, 2025

Dear Heads of Council and Chief Administrative Officers of OPP-Policed Municipalities:

Further to my letter on September 26, 2025, I am pleased to confirm the release of the 2026 Ontario Provincial Police (OPP) annual billing statements. These billing statements include confirmation of policing costs before and after the implementation of the 11 per cent cap on OPP policing costs for 2026.

The cap was introduced to provide municipalities with greater predictability and stability for the 2026 billing year, ensuring costs do not rise by more than 11 per cent between 2025 and 2026, excluding any service enhancements. This measure reflects the province's commitment to responsive and responsible cost management, particularly in the context of the cost pressures identified for the upcoming year. Without provincial intervention costs for OPP-policed municipalities would be significantly higher in 2026.

In determining the methodology for the cap on OPP policing costs for the 2026 billing year, a number of items were considered, including the Ontario Provincial Police Association salary increases and managing year-over-year cost variability. In addition, factors relevant to all municipalities across the province were considered, such as the rate of inflation, typical salary increase trends, and municipal fiscal capacity including grants.

Any questions related to specific OPP billing statements or operational estimates can be directed to the Crime Prevention and Community Support Bureau at opp.municipalpolicing@opp.ca.

In addition, any questions related to policy changes and the approach to OPP cost recovery can be directed to my team at the Strategic Policy Division, Ministry of the Solicitor General at solgeninput@ontario.ca.

Thank you for your ongoing partnership in protecting Ontario and keeping our communities safe.

Sincerely,

The Honourable Michael S. Kerzner
 Solicitor General

c. Mario Di Tommaso, O.O.M.
Deputy Solicitor General, Community Safety
Ministry of the Solicitor General

Thomas Carrique, C.O.M.
Commissioner, Ontario Provincial Police

Killaloe OPP Detachment Board Report

November 17th, 2025



Presented By: Inspector Neufeld & S/Sgt. Darraugh



OPP Detachment Board Report
Records Management System
August - October 2025

Criminal Code and Provincial Statute Charges Laid

August - October

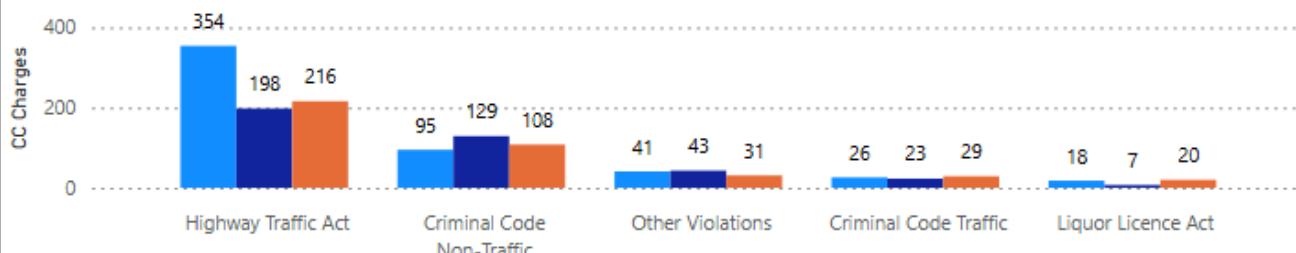
Year	2023		2024		2025	
	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Criminal Code Non-Traffic	95	46.2%	129	35.8%	108	-16.3%
Criminal Code Traffic	26	73.3%	23	-11.5%	29	26.1%
Highway Traffic Act	354	-4.6%	198	-44.1%	216	9.1%
Liquor Licence Act	18	200.0%	7	-61.1%	20	185.7%
Other Violations	41	78.3%	43	4.9%	31	-27.9%
Total	534	11.3%	400	-25.1%	404	1.0%

YTD

Year	2023		2024		2025	
	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Criminal Code Non-Traffic	312	6.1%	453	45.2%	347	-23.4%
Criminal Code Traffic	69	30.2%	62	-10.1%	60	-3.2%
Highway Traffic Act	1,188	10.0%	749	-37.0%	572	-23.6%
Liquor Licence Act	30	100.0%	19	-36.7%	31	63.2%
Other Violations	189	133.3%	117	-38.1%	82	-29.9%
Total	1,788	17.4%	1,400	-21.7%	1,092	-22.0%

August - October

Year ● 2023 ● 2024 ● 2025



Traffic Related Charges

August - October

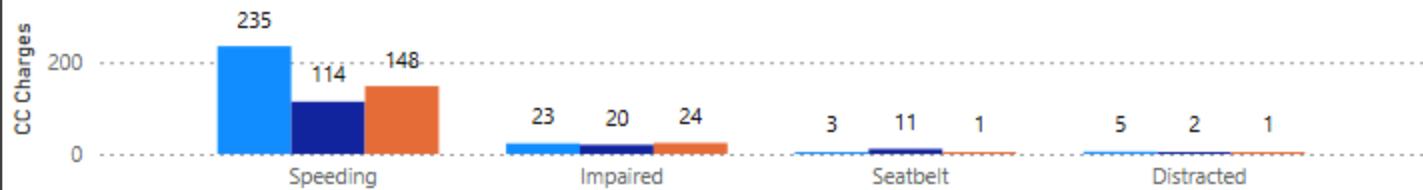
Year	2023		2024		2025	
ChargeCategory2	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Speeding	235	-11.3%	114	-51.5%	148	29.8%
Seatbelt	3	-62.5%	11	266.7%	1	-90.9%
Impaired	23	91.7%	20	-13.0%	24	20.0%
Distracted	5	-16.7%	2	-60.0%	1	-50.0%

YTD

Year	2023		2024		2025	
ChargeCategory2	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Speeding	874	8.2%	506	-42.1%	356	-29.6%
Seatbelt	7	-56.3%	27	285.7%	16	-40.7%
Impaired	54	54.3%	49	-9.3%	45	-8.2%
Distracted	6	0.0%	3	-50.0%	4	33.3%

August - October

Year ● 2023 ● 2024 ● 2025



eTicketing Warnings

August - October

Year	2024		2025	
Type	Total	% Change	Total	% Change
Warning	137	-43.6%	208	51.8%

YTD

Year	2024		2025	
Type	Total	% Change	Total	% Change
Warning	565	-32.3%	535	-5.3%

August - October

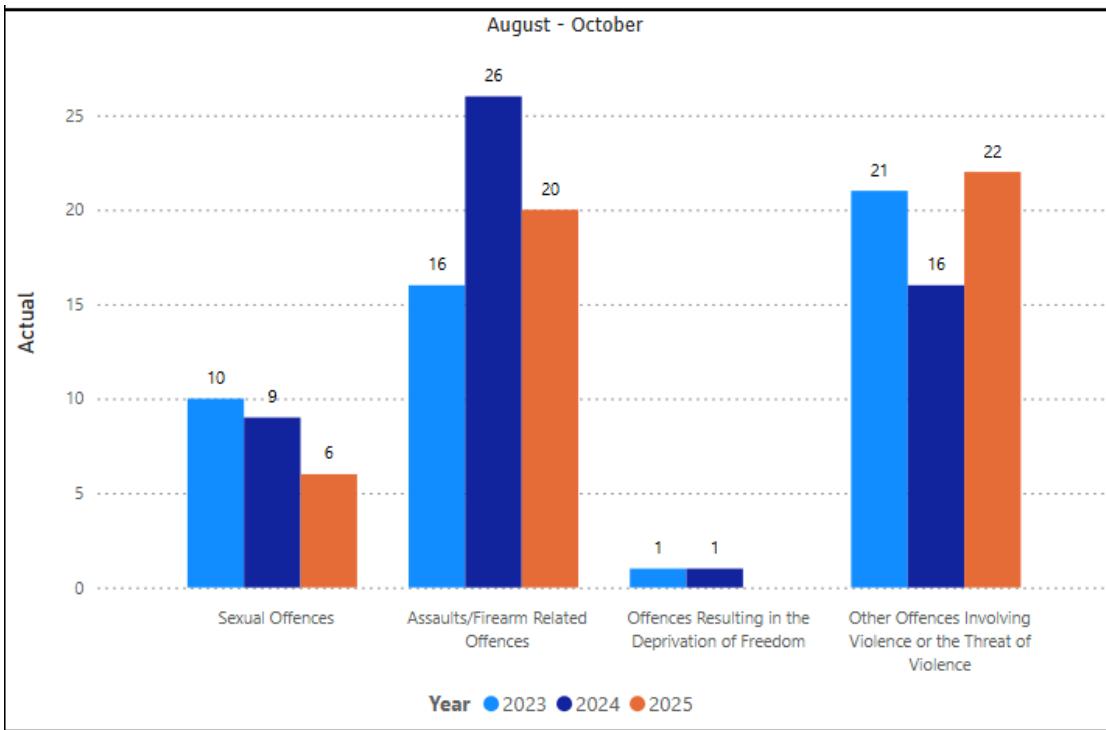
Type ● Warning



Violent Crime

August-October						
Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Homicides	0	--	0	--	0	--
Other Offences Causing Death	0	--	0	--	0	--
Attempted Murder	0	--	0	--	0	--
Sexual Offences	10	233.3%	9	-10.0%	6	-33.3%
Assaults/Firearm Related Offences	16	14.3%	26	62.5%	20	-23.1%
Offences Resulting in the Deprivation of Freedom	1	0.0%	1	0.0%	0	-100.0%
Robbery	0	--	0	--	0	--
Other Offences Involving Violence or the Threat of Violence	21	90.9%	16	-23.8%	22	37.5%
Offences in Relation to Sexual Services	0	--	0	--	0	--
Total	48	65.5%	52	8.3%	48	-7.7%

YTD						
Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Homicides	1	--	0	-100.0%	0	--
Other Offences Causing Death	0	--	0	--	0	--
Attempted Murder	0	--	0	--	1	--
Sexual Offences	18	-14.3%	33	83.3%	19	-42.4%
Assaults/Firearm Related Offences	47	2.2%	74	57.4%	60	-18.9%
Offences Resulting in the Deprivation of Freedom	2	100.0%	5	150.0%	6	20.0%
Robbery	0	--	0	--	0	--
Other Offences Involving Violence or the Threat of Violence	46	17.9%	42	-8.7%	52	23.8%
Offences in Relation to Sexual Services	0	--	0	--	0	--
Total	114	6.5%	154	35.1%	138	-10.4%



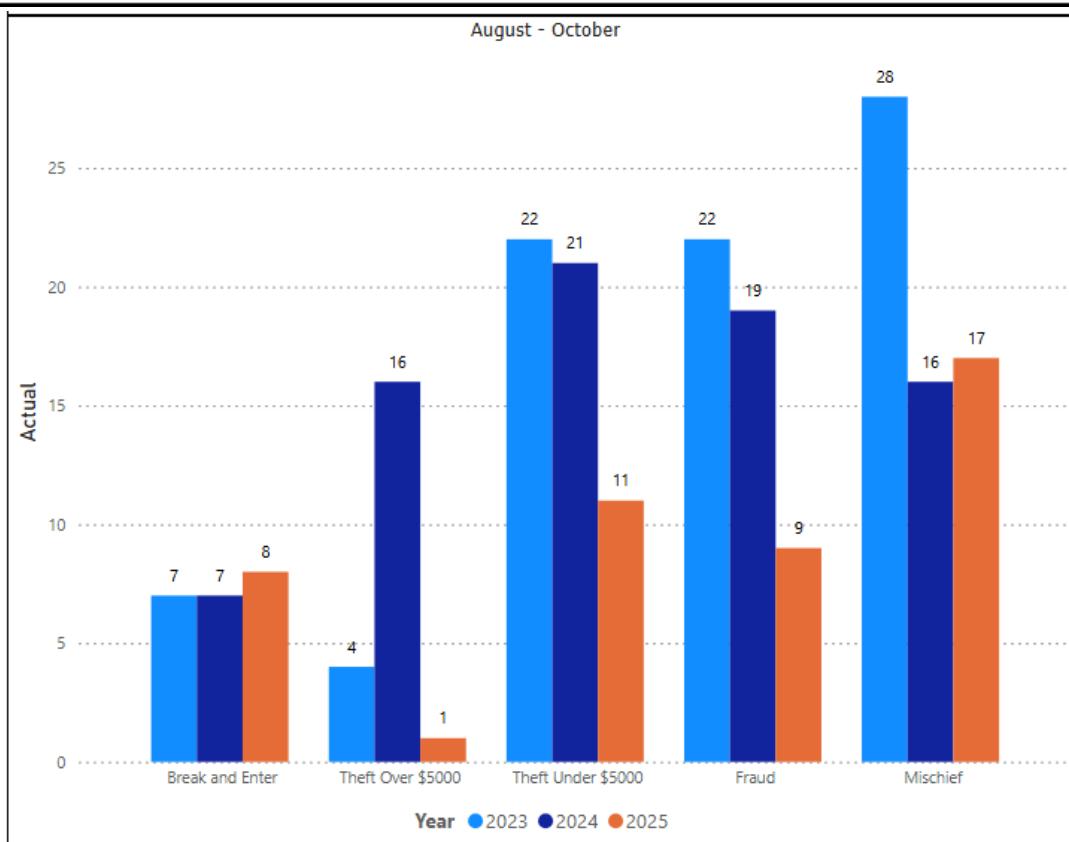
Property Crime

August - October

Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Arson	0	--	0	--	0	--
Break and Enter	7	0.0%	7	0.0%	8	14.3%
Theft Over \$5000	4	-20.0%	16	300.0%	1	-93.8%
Theft Under \$5000	22	-18.5%	21	-4.5%	11	-47.6%
Possession/Trafficking Stolen Goods	0	--	0	--	0	--
Fraud	22	-12.0%	19	-13.6%	9	-52.6%
Mischief	28	21.7%	16	-42.9%	17	6.3%
Total	83	-4.6%	79	-4.8%	46	-41.8%

YTD

Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Arson	0	--	0	--	0	--
Break and Enter	21	10.5%	22	4.8%	16	-27.3%
Theft Over \$5000	12	-14.3%	27	125.0%	11	-59.3%
Theft Under \$5000	58	-3.3%	55	-5.2%	43	-21.8%
Possession/Trafficking Stolen Goods	2	-33.3%	1	-50.0%	1	0.0%
Fraud	65	-7.1%	52	-20.0%	39	-25.0%
Mischief	68	28.3%	56	-17.6%	38	-32.1%
Total	226	3.2%	213	-5.8%	148	-30.5%



Drug Crime

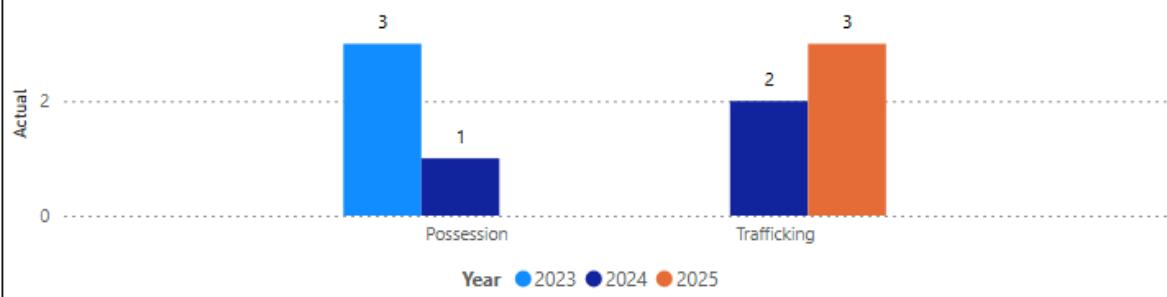
August - October

Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Possession	3	--	1	-66.7%	0	-100.0%
Trafficking	0	--	2	--	3	50.0%
Importation & Production	0	--	0	--	0	--
Cannabis Possession	0	--	0	--	0	--
Cannabis Distribution	0	--	0	--	0	--
Cannabis Sale	0	--	0	--	0	--
Cannabis Importation & Exportation	0	--	0	--	0	--
Cannabis Production	0	--	0	--	0	--
Other Cannabis Violations	0	--	0	--	0	--
Total	3	--	3	0.0%	3	0.0%

YTD

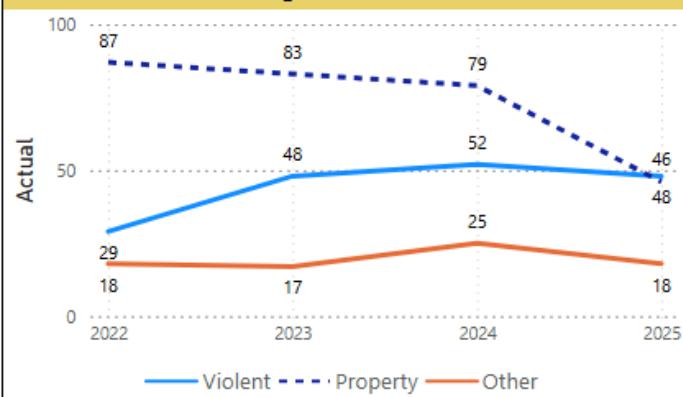
Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Possession	7	250.0%	4	-42.9%	2	-50.0%
Trafficking	6	--	3	-50.0%	4	33.3%
Importation & Production	0	--	0	--	0	--
Cannabis Possession	2	--	1	-50.0%	0	-100.0%
Cannabis Distribution	0	--	0	--	0	--
Cannabis Sale	0	--	0	--	0	--
Cannabis Importation & Exportation	0	--	0	--	0	--
Cannabis Production	0	--	0	--	0	--
Other Cannabis Violations	0	--	0	--	0	--
Total	15	650.0%	8	-46.7%	6	-25.0%

August - October



Top 3 Violation Types

August - October



Top 5 Violation Groups

August - October

ViolationGrp	2022	2023	2024	2025	Total
Mischief	23	28	16	17	84
Theft Under \$5000	27	22	21	11	81
Assaults/Firearm Related Offences	14	16	26	20	76
Fraud	25	22	19	9	75
Other Offences Involving Violence or the Threat of Violence	11	21	16	22	70

Other Crime Occurrences

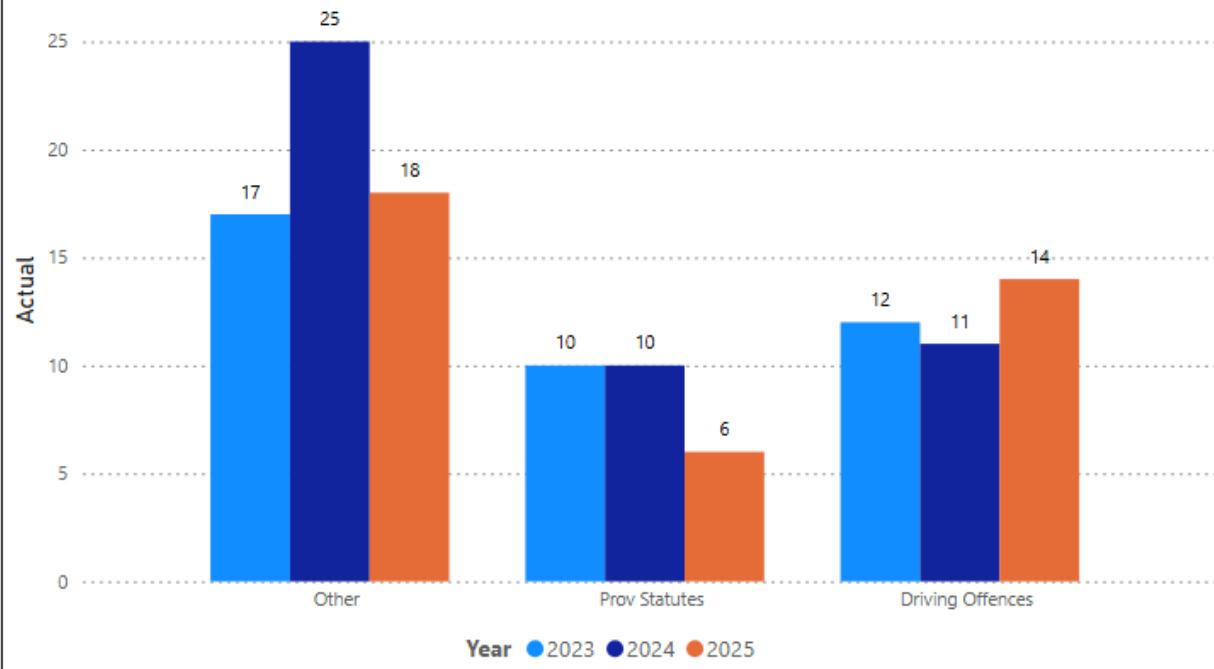
August - October

Year	2023		2024		2025	
	Violation_rollup	Actual	% Change	Actual	% Change	Actual
Other	17	-5.6%	25	47.1%	18	-28.0%
Fed Statutes	0	-100.0%	0	--	0	--
Prov Statutes	10	-23.1%	10	0.0%	6	-40.0%
Driving Offences	12	71.4%	11	-8.3%	14	27.3%
Total	39	-9.3%	46	17.9%	38	-17.4%

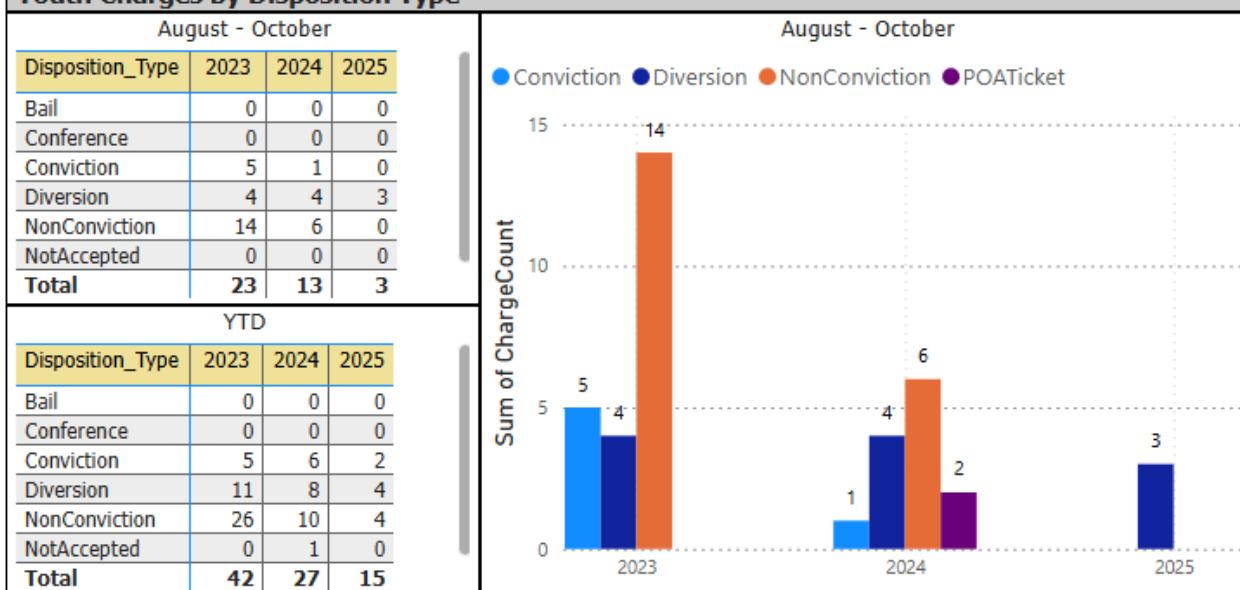
YTD

Year	2023		2024		2025	
	Violation_rollup	Actual	% Change	Actual	% Change	Actual
Other	63	8.6%	87	38.1%	84	-3.4%
Fed Statutes	3	-40.0%	3	0.0%	2	-33.3%
Prov Statutes	27	-10.0%	38	40.7%	18	-52.6%
Driving Offences	32	39.1%	35	9.4%	31	-11.4%
Total	125	7.8%	163	30.4%	135	-17.2%

August - October



Youth Charges by Disposition Type

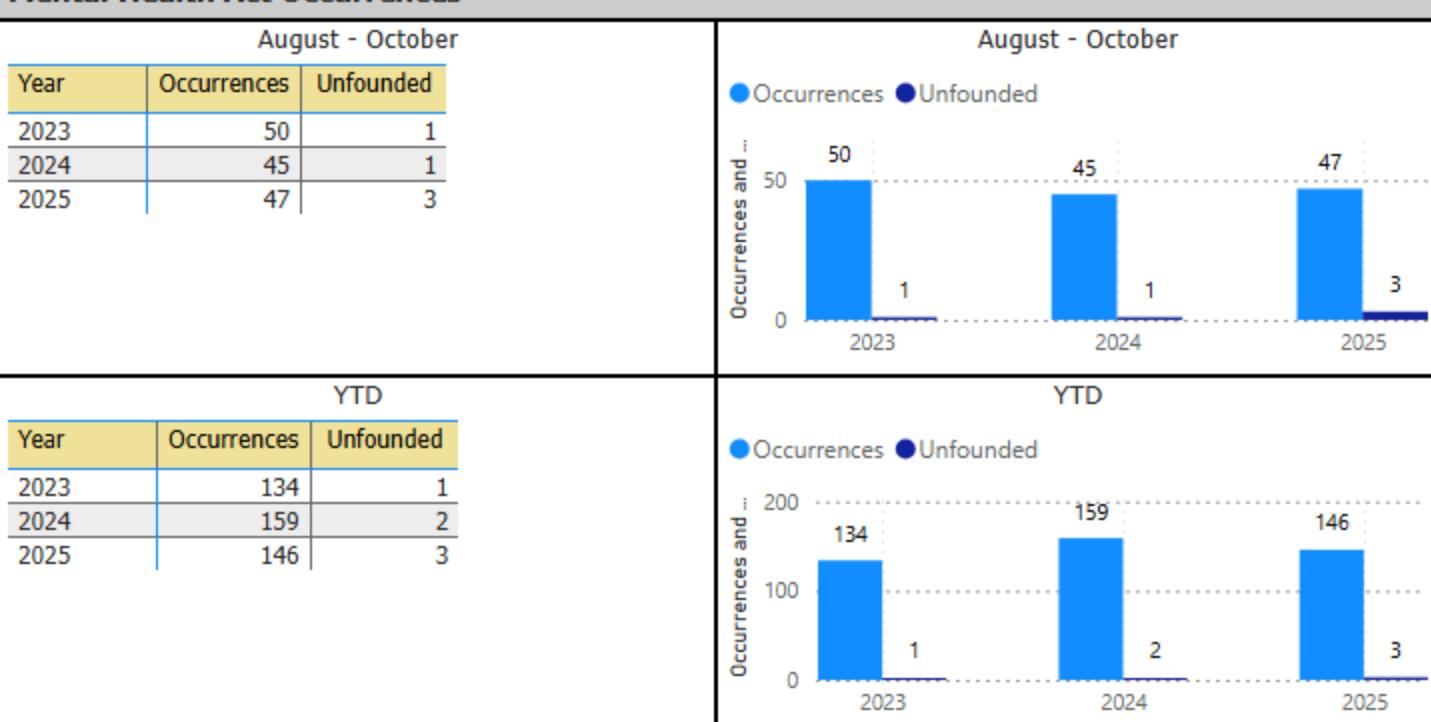


Youth Charges by Disposition and Occurrence Type

August - October

Year	OccType	2025						Total
		Bail	Conviction	Diversion	NonConviction	NotAccepted	POATicket	
Assault		0	0	3	0	0	0	3
Total		0	0	3	0	0	0	3

Mental Health Act Occurrences

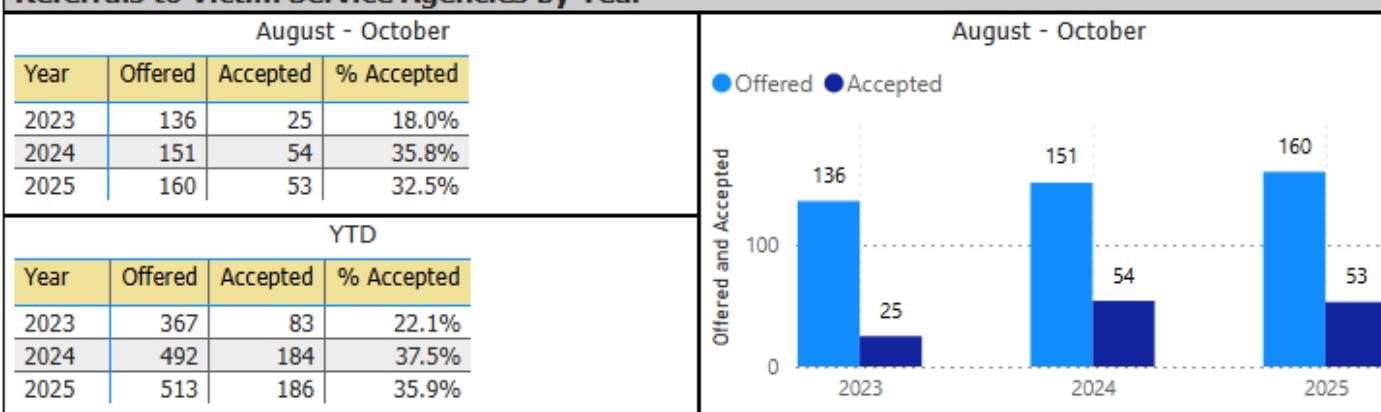


Overdose Occurrences

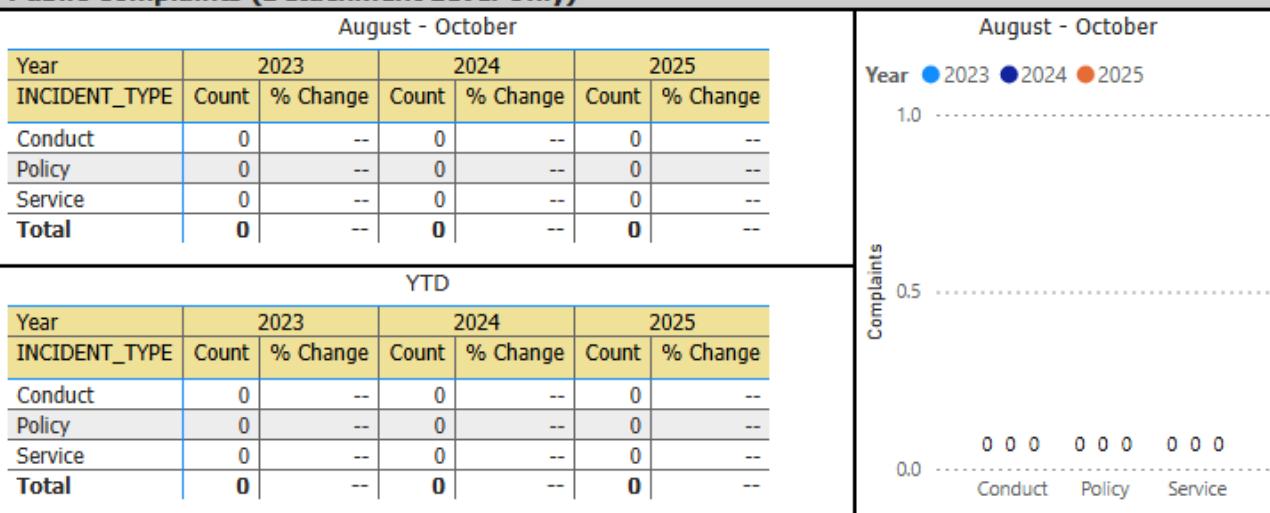
August - October				YTD			
Fatal	2023	2024	2025	Fatal	2023	2024	2025
□ Fatal	0	1	0	□ Fatal	1	4	0
non-opioid overdose	0	0	0	non-opioid overdose	1	1	0
opioid overdose	0	1	0	opioid overdose	0	3	0
□ non-Fatal	2	1	0	□ non-Fatal	5	4	0
non-opioid overdose	0	0	0	non-opioid overdose	0	0	0
opioid overdose	2	1	0	opioid overdose	5	4	0
Total	2	2	0	Total	6	8	0

Fatal Overdose Occurrences			Non-Fatal Overdose Occurrences		
August - October			August - October		
● non-opioid overdose ● opioid overdose			● non-opioid overdose ● opioid overdose		
1	1	1	2	2	1
0	1	2	1	1	0
2023	2024	2025	2023	2024	2025

Referrals to Victim Service Agencies by Year



Public Complaints (Detachment Level Only)



Daily Activity Reporting Patrol Hours



**Municipal Dog Pound Board
Meeting Minutes**

November 27, 2025

2:00 p.m.

1. Call to order

Meeting was called to order at 2:00 p.m. by Chairperson – Wayne Wiggins with the following members present:

Wayne Wiggins – Town of Bancroft
Bill Green – Township of Faraday
Sheila Currie – Township of Wollaston
Tammy Davis – Municipality of Hastings Highlands
Joan Kuiack – Township of South Algonquin
Bob Bridger – Township of Tudor and Cashel
Cindy Fuerth – Township of Limerick
Allen Musclow – Township of Carlow/Mayo

Staff Members and By-Law Officers Present

Ann Shannick – Pound Keeper
Amelia Dodds – Pound Keeper
Mike Clark – Canine Control Officer – Highlands East
Brenda Vader – Secretary-Treasurer

Absent

Cecil Ryall – Municipality of Highlands
Amanda Cox – Township of Madoc
Wayne Galloway – Canine Control Officer – Highlands
Dawn Bowers – By-Law Enforcement Officer – Hastings Highlands

2. Adoption of Agenda

Moved by: S. Currie

Seconded by: B. Bridger

Be it resolved that the Municipal Dog Pound Board approves the Agenda for the November 27, 2025 Municipal Dog Pound Board Meeting as prepared and circulated.

Non-Opposed – Resolution Carried

3. Disclosure of Pecuniary Interest and the General Nature Thereof

None Declared

4. Adoption of Minutes

Moved by: S. Currie

Seconded by: B. Bridger

Be it resolved that the Municipal Dog Pound Board adopts the minutes from the May 22, 2025 Regular Meeting of the Municipal Dog Pound Board as prepared and circulated.

Non-Opposed – Resolution Carried

Moved by: B. Bridger

Seconded by: S. Currie

Be it resolved that the Municipal Dog Pound Board adopts the minutes from the June 12, 2025 Special Meeting of the Municipal Dog Pound Board as prepared and presented.

Non-Opposed – Resolution Carried

Moved by: B. Bridger

Seconded by: J. Kuiack

Be it resolved that the Municipal Dog Pound Board adopts the minutes from the July 9, 2025 Emergency Meeting of the Municipal Dog Pound Board as prepared and presented.

Non-Opposed – Resolution Carried

Moved by: T. Davis

Seconded by: J. Kuiack

Be it resolved that the Municipal Dog Pound Board adopts the minutes from the August 13, 2025 Special Meeting of the Municipal Dog Pound Board as prepared and presented.

Non-Opposed – Resolution Carried

Moved by: T. Davis

Seconded by: B. Bridger

Be it resolved that the Municipal Dog Pound Board adopts the minutes from the September 25, 2025 Adjourned Meeting of the Municipal Dog Pound Board as prepared and circulated.

Non-Opposed – Resolution Carried

5. Business arising from minutes

None

6. New Business Agenda Item 8. Report

Moved by: T. Davis

Seconded by: B. Bridger

Be it resolved that the Municipal Dog Pound Board receive the report for information; and

That the Municipal Dog Pound Board approves the reimbursement of expenses incurred by Brenda Vader in the amount of \$2,753.43 for the Veterinary Care that was provided to the injured Beagle Dog that was brought into the Municipal Dog Pound on August 26, 2025, by an Officer from the Bancroft Detachment of the Ontario Provincial Police; and

That the Municipal Dog Pound Board authorizes the use of monies from Donations received in 2025 and monies from Beer/Liquor Can/Bottle returns received in 2025 to cover these expenses.

Non-Opposed – Resolution Carried

7. Pound Keepers Reports

(a) Reports for May, June, July, August, September, and October 2025

Moved by: J. Kuiack

Seconded by: B. Green

Be it resolved that the Municipal Dog Pound Board accepts the Pound Keepers Monthly Reports for May, June, July, August, September, and October 2025 as prepared and circulated.

Non-Opposed – Resolution Carried

(b) Report on Municipal Dog Pound 2025 Dog Activity

Moved by: S. Currie

Seconded by: T. Davis

Be it resolved that the Municipal Dog Pound Board accepts for information only the Report on Municipal Dog Pound 2025 Dog Activity as prepared and circulated.

Non-Opposed – Resolution Carried

(c) Report on Use of Municipal Dog Pound Facility – January to October 2025

Moved by: A. Musclow

Seconded by: S. Currie

Be it resolved that the Municipal Dog Pound Board accepts for information only the Report on Use of Municipal Dog Pound Facility – January to October 2025 as prepared and circulated.

Non-Opposed – Resolution Carried

8. Financial Reports

(a) Accounts for May, June, July, August, September, and October 2025

Moved by: B. Bridger

Seconded by: T. Davis

Be it resolved that the Municipal Dog Pound Board accepts and approves the accounts for May, June, July, August, September, and October 2025 as circulated.

Non-Opposed – Resolution Carried

(b) 2025 Budget Update as of October 31, 2025

Moved by: B. Green

Seconded by: A. Musclow

Be it resolved that the Municipal Dog Pound Board accepts for information only the 2025 Budget Update for Revenues and Expenditures as of October 31, 2025 as circulated.

Non-Opposed – Resolution Carried

9. In Camera Session at 2:12 p.m.

Moved by: J. Kuiack

Seconded by: B. Bridger

Be it resolved that the Municipal Dog Pound Board Close the next portion of the meeting to the Public to approve the Minutes from the May 22, 2025, July 9, 2025 and August 13, 2025 Closed Meeting and to consider a matter pursuant to the Municipal Act S.O. 2001. c 25 Section 239 (2) (d) – Labour Relations or Employee Negotiations – For the purpose of discussing Recommendation for Permanent Part-Time Pound Keeper; Wages and Mileage.

Non-Opposed – Resolution Carried

Only the Board Members and the Secretary-Treasurer for the Board remained in the meeting during the Closed portion of the meeting.

10. Rise from In Camera Session at 2:53 p.m.

Moved by: B. Bridger

Seconded by: T. Davis

Be it resolved that the Municipal Dog Pound Board rise from the Closed portion of the meeting dealing with the approval of Closed Meeting Minutes and matters pursuant to the Municipal Act S.O. 2001, c 25 Section 239 (2) (d) – Labour Relations or Employee Negotiations – For the purpose of discussing Recommendation for Permanent Part-Time Pound Keeper; Wages and Mileage and resume regular business.

Non-Opposed – Resolution Carried

11. Direction to Staff Rising from Closed

Moved by: B. Bridger

Seconded by: T. Davis

Be it resolved that the Municipal Dog Pound Board accepts the recommendations as set out in the Confidential Report entitled “Recommendation for Permanent Part-Time Pound Keeper Position,” as prepared and presented in the Closed Meeting; and

Be it resolved that the Municipal Dog Pound Board receives for information the Confidential Report entitled “Compensation for Collection of Bottles/Cans at Landfill and Community Centre” as prepared and presented in the Closed Meeting;

And further be it resolved that the Municipal Dog Pound Board direct staff to carry out all matters as discussed in the Closed Meeting.

Non-Opposed – Resolution Carried

12. By-Laws

(a) By-Law 06-2025 to adopt a Job Description for the General Manager of the Municipal Dog Pound Board.

Moved by: S. Currie

Seconded by: B. Greene

Be it resolved that the Municipal Dog Pound Board adopt By-Law 06-2025, Being A By-Law to adopt a Job Description for the General Manager of the Municipal Dog Pound Board, and that the By-Law be passed this the 27th day of November 2025, and that the By-Law be signed by the Chairperson and the Secretary.

Non-Opposed – Resolution Carried

(b) By-Law 07-2025 to adopt a Job Description for the Secretary-Treasurer of the Municipal Dog Pound Board.

Moved by: T. Davis

Seconded by: J. Kuiack

Be it resolved that the Municipal Dog Pound Board adopt By-Law 07-2025, Being A By-Law to adopt a Job Description for the Secretary-Treasurer of the Municipal Dog Pound Board, and that the By-Law be passed this the 27th day of November 2025, and that the By-Law be signed by the Chairperson and the Secretary.

Non-Opposed – Resolution Carried

(c) By-Law 08-2025 to adopt a Job Description for the Pound Keeper for the Municipal Dog Pound that is operated by the Municipal Dog Pound Board

Moved by: B. Greene

Seconded by: C. Fuerth

Be it resolved that the Municipal Dog Pound Board adopt By-Law 08-2025, Being A By-Law to adopt a Job Description for the Pound Keeper for the Municipal Dog Pound that is operated by the Municipal Dog Pound Board, and that the By-Law be passed this the 27th day of November 2025, and that the By-Law be signed by the Chairperson and the Secretary

Non-Opposed – Resolution Carried

(d) By-Law 09-2025 to adopt a Human Resources Policy Handbook for the Municipal Dog Pound Board and its employees.

Moved by: J. Kuiack

Seconded by: A. Musclow

Be it resolved that the Municipal Dog Pound Board adopt By-Law 09-2025, Being A By-Law to adopt a Human Resources Policy Handbook for the Municipal Dog Pound Board and its employees, and that the By-Law be passed this the 27th day of November 2025, and that the By-Law be signed by the Chairperson and the Secretary

Non-Opposed – Resolution Carried

13. **Round Table Discussion**

14. **Direction to Staff from Round Table Discussion**

None

15. **Date of Next Meeting – January 22, 2026, at 2:00 pm**

16. **Adjournment**

Moved by: B. Bridger

Seconded by: A. Musclow

Be it resolved that the Municipal Dog Pound Board adjourns at 3:05 p.m. to meet again, on January 22, 2026, at 2:00 pm by ZOOM or at the call of the Chairperson.

Non-Opposed – Resolution Carried

Brenda Vader
Secretary-Treasurer

MOTIONS OF COUNCIL

January 14, 2026

Moved by:
Seconded by:
Res. # 26-

THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from the Municipality of Magnetawan urging the Province of Ontario to revise its grant funding criteria to recognize alternative servicing methods as eligible infrastructure for rural and northern municipalities; and

THAT this resolution along with the resolution from the Municipality of Magnetawan be circulated to Hon. Premier Doug Ford; Hon. Peter Bethlenfalvy, Minister of Finance; Hon. Victor Fedeli, Minister of Economic Development, Job Creation and Trade; Hon. Billy Denault, MPP for Renfrew-Nipissing-Pembroke; Hon. Cheryl Gallant, MP for Algonquin-Renfrew-Pembroke; FONOM; and AMO.

Moved by:
Seconded by:
Res. # 26-

THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from the Municipality of Calvin pertaining to strengthening self-defence protections and addressing rising home invasions in Ontario; and

THAT this resolution along with the resolution from the Municipality of Calvin be circulated to Hon. Mark Carney, Prime Minister of Canada; The Minister of Justice and Attorney General of Canada; Hon. Cheryl Gallant, MP for Algonquin-Renfrew-Pembroke; Hon. Premier Doug Ford; The Attorney General of Ontario; The Solicitor General of Ontario; and Hon. Billy Denault, MPP for Renfrew-Nipissing-Pembroke.

Moved by:
Seconded by:
Res # 26-

THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from the Town of Smith Falls pertaining to the Ontario Community Infrastructure Fund (OCIF); and

THAT this resolution along with the resolution from the Town of Smith Falls be circulated to Hon. Premier Doug Ford; Hon. Kinga Surma, Minister of Infrastructure; Hon. Rob Flack, Minister of Municipal Affairs and Housing; Hon. Francois-Phillipe Champagne, Minister of Finance; Hon. Billy Denault, MPP for Renfrew-Nipissing-Pembroke; and AMO.

Moved by:
Seconded by:
Res # 26-

THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from the Township of Nairn and Hyman pertaining to federal measures aimed to stabilize and strengthen Canada's steel and softwood lumber sectors; and

THAT this resolution along with the resolution from the Township of Nairn and Hyman be circulated to Hon. Mark Carney, Prime Minister of Canada; Hon. Premier Doug Ford; The Minister of Natural Resources and Forestry; The Minister of Northern Development; Hon. Cheryl Gallant, MP for Algonquin-Renfrew-Pembroke; Hon. Billy Denault, MPP for Renfrew-Nipissing-Pembroke; and FONOM.

Below is the resolution that is being brought back to Council for Consideration from the December 3, 2025 Council Meeting.

Moved by: Seconded by: Res. # 26-

THAT: Council for the Corporation of the Township of South Algonquin endorses the resolution passed by the Municipality of West Nipissing requesting a moratorium on aerial spraying, and further urges that such a moratorium be extended to include the Township of South Algonquin; and

THAT this resolution, along with a copy of the West Nipissing's resolution, be forwarded to Mike Harris Jr., Minister of Natural Resources and Forestry; Sylvia Jones, Minister of Health; MPP, Billy Denault; Robin Jones, President of AMO; Christa Lowry, President of ROMA; and Bancroft, Minden Forestry Office; and MP Cheryl Gallant.

COUNCIL MEETING

January 14, 2026

By-Laws:

Moved by:

Seconded by:

Res. # 26-

THAT:

- 1) By-Law 2026-854 to authorize the signing of the Agreement of Purchase and Sale for Lyell Landfill Site.
- 2) By-Law 2026-855 to authorize the signing of Conditional Contribution Agreement with Northern Ontario Heritage Fund Corporation to hire a Community Development Intern.
- 3) By-Law 2026-856 Ontario Fire Protection Grant Transfer Payment Agreement
- 4) By-Law 2026-857 to Confirm the Proceedings of Council

BE READ A FIRST TIME AND BE DEEMED READ A SECOND TIME

Moved by:

Seconded by:

Res. # 26-

THAT:

- 1) By-Law 2026-854 to authorize the signing of the Agreement of Purchase and Sale for Lyell Landfill Site.
- 2) By-Law 2026-855 to authorize the signing of Conditional Contribution Agreement with Northern Ontario Heritage Fund Corporation to hire a Community Development Intern.
- 3) By-Law 2026-856 Ontario Fire Protection Grant Transfer Payment Agreement
- 4) By-Law 2026-857 to Confirm the Proceedings of Council

BE READ A THIRD TIME AND PASSED

CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN BY-LAW NO. 2026-854

**Being a By-Law to authorize the Mayor and CAO/Clerk-Treasurer
to execute the Agreement of Purchase and Sale with His Majesty the King in Right
of Ontario, as Represented by The Minister of Infrastructure for the purchase of the
Lyell Landfill Site (6319 Highway 523)**

WHEREAS the Corporation of the Township of South Algonquin is authorized under the Municipal Act, 2001, S.O. 2001, c. 25, as amended, to acquire land for municipal purposes;

AND WHEREAS Corporation of the Township of South Algonquin deems it desirable to purchase the lands legally described herein for municipal purposes;

NOW THEREFORE the Council for The Corporation of the Township of South Algonquin enacts as follows:

1. THAT the Corporation of the Township of South Algonquin is hereby authorizes the purchase the lands described as PIN 49229-0242 (LT),LYELL CON 13 PT LOTS 12 AND;13 RP 36R5837 PARTS 1 AND 2;PCL 25798 NIP, locally known as the Lyell Landfill Site, 6319 Highway 523, for the sum of Two Dollars (\$2.00).
2. THAT the Mayor and the CAO/Clerk-Treasurer are hereby authorized to execute all documents necessary to give effect to this By-law, including the Agreement of Purchase and Sale attached hereto and forming part of this By-law, and affix the Corporate Seal on behalf of the municipality.
3. THAT this By-law shall come into force and take effect on the date of its passing.

READ A FIRST AND SECOND TIME this 14th day of January, 2026.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

**READ A THIRD TIME AND PASSED AND ENACTED this this 14th day of January,
2026.**

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

**By signing this by-law, Mayor LaValley has granted approval and will not exercise
the power to veto this by-law under Strong Mayor Powers**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER
OF INFRASTRUCTURE**

as “**Vendor**”

and

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

as “**Purchaser**”

AGREEMENT OF PURCHASE AND SALE

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AGREEMENT OF PURCHASE AND SALE

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY
THE MINISTER OF INFRASTRUCTURE**
(hereinafter called the “Vendor”)

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN
(hereinafter called the “Purchaser”)

OF THE SECOND PART

RECITALS:

- A. The Vendor is the owner in fee simple of the property defined as the “Property” in Section 1.01(pp) of this Agreement.
- B. OILC confirms that it is the statutorily designated agent of the Vendor.
- C. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 DEFINITIONS

1.01 Definitions

Unless the context expressly or by necessary implication indicates a contrary meaning, the terms defined in this Section 1.01 for all purposes of this Agreement, shall have the meanings set out below:

- (a) **“Adjustments”** means the adjustments to the Purchase Price provided for and determined pursuant to this Agreement.
- (b) **“Affiliate”** has the meaning set out in the *Business Corporations Act*, R.S.O. 1990, c.B. 16.
- (c) **“Agreement”** means collectively, this agreement of purchase and sale, all schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.
- (d) **“Applicable Laws”** means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations, in each case, in force in the Province of Ontario, or otherwise binding on the Purchaser or the Vendor.
- (e) **“As Is Where Is”** has the meaning ascribed to it in Section 5.01.
- (f) **“Assessment Act”** means the *Assessment Act*, R.S.O. 1990, c. A. 31, as amended from time to time, and any successor or replacement legislation thereto.
- (g) **“Assignee”** has the meaning ascribed to it in Section 14.01.
- (h) **“Authority”** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government ministry, commission, board, tribunal, or any regulatory, administrative or other agency, or any

subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Vendor, the Purchaser and/or the Property, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

- (i) **“Buildings”** means, individually or collectively, as the context requires, all buildings, structures and fixed improvements located on, upon or under the Lands, and all improvements and fixtures of the Vendor contained in, upon or on such buildings and structures which are used in the operation of same, but excluding all buildings, structures, fixtures and improvements which are not owned by the Vendor, and **“Building”** means any one of the Buildings.
- (j) **“Business Day”** means any day on which the Government of Ontario normally conducts business.
- (k) **“Chattels”** means, collectively, the equipment, inventory, supplies and other chattels owned by the Vendor as of the Closing Date, located at the Lands or Buildings, and used in the maintenance, repair and operation of the Property, if any, all of which are listed in Schedule C to this Agreement.
- (l) **“Class EA”** means the Class Environmental Assessment Process for the Ministry of Infrastructure or Ministry of Government and Consumer Services, as the case may be, as it applies to OILC realty activities (being as at the date of this Agreement the “Ministry of Infrastructure Public Work Class Environmental Assessment (Office Consolidation)”, as approved April 28, 2004 and amended on September 11, 2008 and on October 31, 2012), as approved, amended, or renewed from time to time by the Minister of the Environment, Conservation and Parks pursuant to Part II.1 of the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.
- (m) **“Class EA and Heritage Requirements”** has the meaning ascribed to it in Section 8.01.
- (n) **“Closing”** means the closing of the Transaction, including the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- (o) **“Closing Date”** means the day which is fifteen (15) Business Days following the expiration of the Inspection Period, or any extension of such date pursuant to the terms hereof, or such other date to which the Parties may agree in writing.
- (p) **“Contaminant”** has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment, Conservation and Parks and/or the Ministry of Labour.
- (q) **“Crown Right Request”** has the meaning ascribed to it in Section 12.01.
- (r) **“Date of Acceptance”** means the date the Vendor approves and accepts this Agreement.
- (s) **“Deposit”** has the meaning ascribed to it in Section 3.01.
- (t) **“Digital and Data Directive”** means Ontario’s Digital and Data Directive published January 29, 2021 and updated August 16, 2023, as may be further amended or superseded from time to time.
- (u) **“Document Registration Agreement”** means the form of the document registration agreement published on the Law Society of Ontario website on June 10, 2021.
- (v) **“Encumbrance”** means any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claims, restrictive covenants, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, and any agreements, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) whether registered or unregistered affecting title to the Lands and/or Buildings or any part thereof or interest therein.

(w) **“Environmental Law”** means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating in any way to the protection of the natural or human environment (including land, surface water, groundwater and real, personal, moveable and immoveable property), natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, reuse, recycling, treatment, storage, disposal, packaging, transport, importation, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.

(x) **“Environmental Objection”** has the meaning ascribed to it in Section 5.02.

(y) **“Environmental Reports”** means the reports relating to the environmental condition of the Lands and/or Buildings as identified in Schedule D.

(z) **“Further Class EA Extension Period”** has the meaning ascribed to it in Section 8.02(d)(i).

(aa) **“Further Extension Period”** has the meaning ascribed to it in Section 8.03(b).

(bb) **“Hazardous Substance”** means any substance which is a Contaminant or is regulated by, defined in, or which is considered a contaminant, pollutant, waste or deleterious or hazardous substance or similar term under Environmental Law, or which is or may be hazardous to persons or property or materially detrimentally affect property value and includes, without limiting in any way the generality of the foregoing:

- (i) radioactive materials;
- (ii) explosives;
- (iii) any substance that, if added to any air, land and/or water, would degrade or alter or form part of a process of degradation or alteration of the quality of that air, land and/or water, to the extent that it is detrimental to its use by human beings or by any animal or plant;
- (iv) any solid, liquid, gas, micro-organism, sound, vibration, ray, heat, radiation, odour or combination of any of them that is likely to detrimentally alter the quality of the environment (including air, land and water) in any way, or the presence of which in the environment is prohibited by Environmental Law or is likely to detrimentally affect the life, health, safety, welfare or comfort of human beings or animals or to cause damage to or otherwise impair the quality of the soil, vegetation, wildlife or property;
- (v) toxic substances;
- (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any Authority having jurisdiction over the Vendor, any party to a Tenancy Agreement, if any, or the Property;
- (vii) any substance the use or transportation of which or the release of which into the environment is prohibited, regulated, controlled or licensed under Environmental Law;
- (viii) bio-medical waste; and
- (ix) anything contaminated by any Hazardous Substance listed above.

(cc) **“HST”** has the meaning ascribed to it in Section 4.01 of this Agreement.

(dd) **“Initial Class EA Extension Period”** has the meaning ascribed to it in Section 8.02.

(ee) **“Initial Extension Period”** has the meaning ascribed to it in Section 8.03.

(ff) **“Inspection Period”** means a period of thirty (30) days, beginning the day the Vendor notifies the Purchaser that the Sale Approval has been obtained.

(gg) **“Lands”** means the land(s) described in Schedule A.

(hh) **“Land Use Regulations”** means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing Official Plans, zoning by-laws and zoning orders.

(ii) **“Land Transfer Tax Affidavit”** has the meaning ascribed to it in Section 16.01.

(jj) **“Municipality”** means the municipality (or municipalities) where the Property is located.

(kk) **“OILC”** means Ontario Infrastructure and Lands Corporation.

(ll) **“Open Data”** means data that is required to be released to the public pursuant to the Digital and Data Directive.

(mm) **“Participation Agreement”** has the meaning ascribed to it in Section 15, and attached as Schedule G.

(nn) **“Permitted Encumbrances”** means, collectively, the Encumbrances listed in Schedule B and any Encumbrances created under the terms of this Agreement.

(oo) **“Person”** means a natural person, a partnership of any type, a corporation, a joint venture, a syndicate, a chartered bank, a trust, a trust company, Authority or an agency thereof, a trustee or an executor, or an administrator or other legal representative.

(pp) **“Property”** means, collectively, all of the right, title and interest of the Vendor in and to each of the Lands, the Buildings, and the Chattels.

(qq) **“Property Use”** means the present use or, if currently unused, the most recent use of the Property as prescribed by regulations under the *Environmental Protection Act*, R.S.O. 1990, c. E.19, more specifically O. Reg. 153/04 (including sections 1, 2 and 3 thereof), as the same may be amended from time to time.

(rr) **“Property Documents”** means the documents in OILC’s possession as of the date of this Agreement related to the Property as set out in Schedule D and may include:

- (i) plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Property and related materials;
- (ii) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
- (iii) copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;
- (iv) copies of building inspection reports, the Environmental Reports, heritage reports and archaeological reports relating to the Property; and
- (v) any plan of survey of the boundaries of the Property.

(ss) **“Purchase Price”** means the total amount as set out in Section 2.01 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments.

(tt) **“Purchaser’s Reports”** has the meaning ascribed to it in Section 5.06.

(uu) **“Restricted Person”** means any Person or any member of a group of Persons acting together, any one of which:

- (i) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada or Ontario;
- (ii) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics, substances or arms, or is or has been involved in terrorism;

- (iii) in the case of an individual, (i) he or she has been convicted of any indictable offence, less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) he or she has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence other than under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, or corresponding legislation in any other jurisdiction less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder;
- (iv) in the case of a person other than an individual, if it or any of the members of its (or its general partner’s) board of directors or its senior executive managers has been convicted of any indictable offence less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) any of the members of its (or its general partner’s) board of directors or its senior executive managers has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence other than under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, or corresponding legislation in any other jurisdiction less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder;
- (v) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
- (vi) is subject to a material claim of Vendor or the Crown under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a “Restricted Person” is made hereunder, and which (in respect of any such pending claim, if it were to be successful) would, in the Vendor’s view, in either case, be reasonably likely materially to affect the ability of the Purchaser to perform its obligations under this Agreement; or
- (vii) has a material interest in the production of tobacco products.

(vv) **“Requisition Date”** has the meaning ascribed to it in Section 13.01.

(ww) **“Sale Approval”** means the necessary internal governmental approvals required to dispose of the Property to the Purchaser including, but not limited to, the approval of the Lieutenant Governor-in-Council pursuant to Section 9 of the *Ministry of Infrastructure Act*, 2011 S.O. 2011, C. 9, Sched. 27 for the sale of the Property.

(xx) **“Tenancy Agreements”** means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and which are listed in Schedule B.

(yy) **“Transaction”** means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.

(zz) **“Vendor”** means His Majesty the King in right of Ontario as represented by the Minister of Infrastructure and includes, for the purpose of any exculpatory clause and indemnity included in this Agreement in favour of the Vendor, OILC, any ministries, agencies, representatives, servants, employees, agents, invitees, officers, directors, contractors and licensees of His Majesty the King in right of Ontario and OILC, and their brokers, service provider(s) and any other entity over whom the Vendor or OILC may reasonably be expected to exercise control.

All references to a statute or regulation include all amendments, re-enactments or replacements of the statute or regulation. All references to a government ministry, minister, board or tribunal shall be interpreted to include its predecessor or successor, where applicable as determined by the Vendor.

SECTION 2 AGREEMENT OF PURCHASE AND SALE

Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, transfer and assign to the Purchaser all of the right, title and interest of the Vendor in the Property and the Purchaser will purchase, acquire and assume the Property from the Vendor for the Purchase Price of Two Dollars (\$2.00) that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments on the Closing Date.

SECTION 3 DEPOSIT / PAYMENT OF PURCHASE PRICE

3.01 The Purchaser will pay to OILC in trust, by wire transfer or direct deposit of certified funds:

- (a) Upon the submission of this offer to purchase, a sum equal to five percent (5%) of the Purchase Price as a deposit to be credited towards the Purchase Price on the Closing Date; and
- (b) Within forty-eight (48) hours of the Date of Acceptance, a further sum equal to five percent (5%) of the Purchase Price, as a further deposit to be credited towards the Purchase Price on the Closing Date (collectively, the “**Deposit**”).

Notwithstanding the foregoing, and given that the Vendor has agreed to a nominal sale to the Purchaser, the parties agree that the Purchaser shall not be required to provide a Deposit.

3.02 The parties authorize and direct OILC forthwith after the Date of Acceptance, to invest the Deposit with a Canadian bank as identified in Schedule I of the *Bank Act*, S.C., 1991, c. 46 (Canada) in an interest-bearing account, provided that: (i) such investment is available to OILC through its usual bankers; and (ii) the investment may be readily converted to cash so it is available on the anticipated Closing Date or date of earlier termination of this Agreement as otherwise provided in this Agreement. Interest earned on the Deposit shall accrue to the benefit of and, subject to Sections 3.04 and 5.03, be paid to the Purchaser within six (6) months following the Closing Date or earlier termination of this Agreement. Notwithstanding the foregoing, the parties agree that OILC shall have no obligation to maximize interest, or pay any interest to the Purchaser, on the Deposit if OILC determines that anticipated interest to be earned on the Deposit will not justify any related expenses considering the rate of interest available and the anticipated time the Deposit will be held before Closing.

3.03 In the event that this Agreement is terminated due to a specific or other default by the Purchaser, then the Deposit, together with all interest accrued thereon, shall be forfeited to the Vendor as liquidated damages and without prejudice to any rights, recourse, remedies, claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser’s default.

3.04 If the Transaction is completed, the Deposit shall be credited against the Purchase Price due on Closing. All interest accrued and calculated pursuant to this Agreement shall be paid to the Purchaser or the Purchaser’s solicitor in trust by wire transfer or by electronic means at the Vendor’s sole discretion following Closing.

3.05 On Closing the Purchase Price shall be paid and satisfied as follows:

- (a) by release of the Deposit to the Vendor; and
- (b) the balance of the Purchase Price, as adjusted pursuant to this Agreement shall be paid prior to 3:00 p.m. (Toronto time) on the Closing Date by the Purchaser to OILC in trust by way of wire transfer or direct deposit of certified funds. Such payment shall be deemed to have been made when OILC’s financial institution confirms receipt of such wire transfer or direct deposit of certified funds.

3.06 This Agreement shall be completed on the Closing Date in accordance with the Document Registration Agreement.

SECTION 4 **HARMONIZED SALES TAX**

4.01 The Purchase Price of the Property does not include the Harmonized Sales Tax (“HST”) payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E.15 (Canada) (the “ETA”). Subject to Section 4.02, the Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Transaction by wire transfer or direct deposit of certified funds, all HST payable as a result of this Transaction in accordance with the ETA.

4.02 Notwithstanding Section 4.01 above, the Vendor shall not collect HST from the Purchaser in this Transaction if, prior to and on Closing, the Purchaser (or any Assignee pursuant to Section 14.02) is registered under the ETA and in that event, the Purchaser shall:

- (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the ETA;
- (b) provide to the Vendor, on the Closing Date, a certificate confirming that the Purchaser is registered under the ETA for the purposes of collecting and remitting HST, and confirming its HST registration number under the ETA, together with an indemnity in favour of the Vendor for any and all HST, fines, penalties, actions, costs, losses, claims, damages or expenses and/or interest which may become payable by, or assessed against, the Vendor as a result of the Vendor’s failure to collect HST from the Purchaser on the Closing Date, such certificate and indemnity to be in a form satisfactory to the Vendor’s solicitor, acting reasonably; and
- (c) in the case of an Assignee, enter into and shall cause the Assignee to enter into an assignment and assumption agreement of this Agreement on the Vendor’s standard form pursuant to the terms of Section 14.02,

failing which the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to this Transaction and the Vendor shall remit such HST to the appropriate Authority in accordance with the ETA.

4.03 The Purchaser’s obligations under this Section 4 shall survive and not merge on Closing.

SECTION 5 **“AS IS WHERE IS”,** **PURCHASER’S INSPECTION PERIOD, AND ENVIRONMENTAL INDEMNITY**

5.01 The Purchaser acknowledges and agrees that:

- (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property and a review of any documentation respecting the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person on behalf of, or at the direction of, the Vendor in connection therewith;
- (b) the Purchaser is purchasing and shall accept, assume and take title to the Property and any improvements thereon in an “As Is Where Is” condition. The term “**As Is Where Is**” means in its condition or state on the date of Closing without any agreement, representation or warranty of any kind whatsoever, either express or implied on the part of the Vendor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands, access to and from public roads, suitability for development, physical characteristics, profitability, the condition of the Buildings or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning, the development potential of the Property or the ability of the Purchaser to obtain approvals with respect to the Purchaser’s intended development of the Property, or as to the accuracy, currency or completeness of any information or documentation supplied to the Purchaser in connection with the Property;

- (c) the Purchaser currently uses, operates, occupies and maintains the Property and has continuously used, operated, occupied and maintained the Property for at least twenty years prior to the date of this Agreement, as such, has knowledge of the condition or state of the Property from the date the Purchaser first occupied the Property;
- (d) the Property is currently being used as a landfill and for waste disposal purposes by the Purchaser and there is the possibility of the presence on the Property of historic Hazardous Substances or Contaminants not captured by the Purchaser's municipal sampling results, including those results from any surface and groundwater monitoring; and
- (e) the Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof.

Without limiting the foregoing, the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to completion of this Transaction, any applications to the Municipality or any governmental Authority for changes or variances to the uses currently permitted on the Property, including without limitation changes or variances to official plans and/or zoning by-laws applicable to the Property.

5.02 During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property, including compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant.

If as a result of such investigations the Purchaser has or acquires evidence within the Inspection Period that there exists the presence of a Hazardous Substance or Contaminant on, in, at, under, emanating from or onto the Property at a concentration that exceeds the applicable site condition standards for the current Property Use, the risk or presence of which the Purchaser is not prepared to assume, then the Purchaser shall, by written notice, provide such evidence to the Vendor within the Inspection Period by way of a report of a recognized and qualified environmental consultant who shall specify in detail the nature of the non-compliance, Hazardous Substance or Contaminant and quantify the remediation cost (collectively, an "**Environmental Objection**"). Upon receipt of an Environmental Objection, the Vendor may elect, at its option and in its sole discretion, by written notice to the Purchaser within ten (10) Business Days from the Vendor's receipt of the Environmental Objection:

- (a) to undertake, as the Purchaser's sole and exclusive remedy, to take such actions, complete such work and/or implement such measures, in the Vendor's sole discretion as to means and methods, as may be necessary to correct the matter of non-compliance prior to the Closing Date or as soon as reasonably possible after the Closing Date if compliance prior to Closing is not, in the Vendor's opinion, reasonably possible;
- (b) to credit the Purchaser, as the Purchaser's sole and exclusive remedy, the quantified cost of correcting the matter of non-compliance as an adjustment to the Purchase Price, in which event the Purchaser shall, on Closing, expressly assume the obligation and undertake to correct the matter of non-compliance as soon as possible after the Closing Date and shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever in connection with the Hazardous Substance, Contaminant and/or matter of non-compliance;
- (c) to terminate this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor; or
- (d) refuse to do either (a), (b), or (c) above in which event the Purchaser shall have the option to either: (i) complete the Transaction without adjustment to the Purchase Price; or (ii) terminate this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor.

In the event the Vendor fails to make an election within said ten (10) Business Day period, the Vendor will be deemed to have elected option (d) above. The Purchaser shall then have ten (10) days from the date of the Vendor's election or deemed election under paragraph (d) above to elect,

by notice in writing to the Vendor, to terminate or complete the Transaction as per paragraph (d) above and in the event the Purchaser fails to make an election within the said ten (10) day period the Purchaser shall be deemed to have elected to complete the Transaction without adjustment to the Purchase Price.

5.03 During the Inspection Period, the Vendor will permit the Purchaser access to the Property, at reasonable times and upon a minimum of three (3) Business Days' prior written notice to the Vendor, to carry out, at the Purchaser's sole expense and risk, such investigations, tests and inspections as the Purchaser deems necessary, provided that the Purchaser takes all reasonable care in the conduct of such investigations, tests and inspections. All tests, investigations and inspections conducted by the Purchaser or its representatives shall be commenced and completed during the Inspection Period and shall be carried out as expeditiously as possible and at times and in such manner so as to not interfere with any tenants, occupants or licensees on the Property and the operation and maintenance of the Property. The Purchaser shall promptly repair or pay the cost of repair of any damage occasioned during or resulting from such investigations, tests and inspections of the Property conducted by the Purchaser or its representatives and to return the Property to the condition it was in prior to such investigations, tests and inspections, all at the sole cost and expense of the Purchaser within the Inspection Period. The Vendor assumes no responsibility for, and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Purchaser's and/or its agents' or consultants' presence on the Property or the Purchaser's and/or its agents' or consultants' activities on or in connection with the Property. If for any reason the Purchaser has not restored the Property pursuant to the requirements of this Section during the Inspection Period, the Vendor may allow the Purchaser access to the Property after the expiry of the Inspection Period for a period of up to ninety (90) days, at the Vendor's sole discretion, such access to be used only to restore the Property to its original condition at the Date of Acceptance and for no other purpose. The Vendor shall be entitled to deduct from the Deposit paid by the Purchaser hereunder the amount of any losses, costs, claims, third party actions, damages and expenses which the Vendor may suffer or incur as a result of a breach of this Section 5.03. The obligations in this Section 5.03 shall survive termination of this Agreement and shall not merge on Closing.

5.04 The Purchaser shall be entitled to a maximum of three (3) inspections of the Property during the Inspection Period provided that the Purchaser provides the Vendor with a minimum of three (3) Business Days' prior written notice for each inspection. The Vendor or its representative shall have the right, but not the obligation, to attend each inspection.

5.05 The Vendor shall provide to the Purchaser, within five (5) days of the date of commencement of the Inspection Period, the Property Documents listed in Schedule D. The Purchaser acknowledges and agrees that: (i) the Property Documents are being provided to the Purchaser for informational purposes only and the Vendor makes no representations or warranties whatsoever with respect to the content, completeness or accuracy of the Property Documents, or the environmental or any other condition of the Property; (ii) the Vendor shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any error, omission or inaccuracy contained in any Property Document; and (iii) as of the Closing Date, the Purchaser shall become solely liable for all conditions and Hazardous Substances and/or Contaminants existing at the Property, whether known or unknown by the Purchaser, and whether or not such conditions or Hazardous Substances and/or Contaminants are disclosed in the Property Documents or have been discovered by the Purchaser in the course of its due diligence or other investigations or inspections of the Property.

5.06 The Purchaser covenants and agrees that the Property Documents provided by the Vendor and any and all third party reports, findings, recommendations, opinions and information resulting from the Purchaser's due diligence ("Purchaser's Reports") and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the Property Documents, Purchaser's Reports or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Transaction by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such Property Documents, Purchaser's Reports and/or information in the absence of the Vendor's express written consent, unless compelled to do so by any competent Authority. If this Agreement is terminated for any reason, the Purchaser will promptly return to the Vendor all Purchaser's Reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all Purchaser's Reports the Purchaser commissions or obtains during the course of its investigations.

5.07 Upon the expiry of the Inspection Period and in the absence of the Purchaser delivering: (i) an Environmental Objection; and (ii) a notice to terminate the Agreement under Section 5.02(d), the Purchaser shall be conclusively deemed to have waived any and all rights to terminate this Agreement and have accepted the Property in its As Is Where Is condition, having waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made prior to the expiry of the Requisition Date, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply, at its sole cost, with all orders relating to the condition of the Property issued by any competent Authority, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.

5.08 As an inducement to, and as further consideration for, the Vendor agreeing to sell the Property to the Purchaser upon the terms and conditions set forth in this Agreement, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise, including, but not limited to, anything resulting from the Purchaser's ongoing current and historic use and occupation of the Property as a landfill and for waste disposal purposes. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.

5.09 The Purchaser shall be responsible for, and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant, including, but not limited to, anything resulting from the Purchaser's ongoing current and historic use and occupation of the Property as a landfill and for waste disposal purposes.. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage or loss, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.

5.10 The parties shall execute and exchange at the time of Closing such further documentation of the agreements herein contained as either party reasonably requests, including, but not limited to, an agreement, in the form attached as Schedule F, whereby the Purchaser shall reaffirm the release, covenant not to sue and indemnifications regarding the condition of the Property and environmental matters set forth in this Section 5. Notwithstanding the foregoing, the release, covenant not to sue and indemnifications set forth in this Section 5 shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Property in favour of the Purchaser, and the Purchaser shall be bound by them, regardless of whether or not the Purchaser executes any separate agreement at the time of Closing. The parties further acknowledge and agree that all documents attached hereto as schedules to the Agreement shall be in substantially the same form at the time of Closing for execution, subject to any amendments, modifications, or additions required by the Vendor, acting reasonably, prior to the Closing Date.

5.11 The Purchaser acknowledges that it has been advised that the Property has the potential to contain one or more archeological sites as identified in the Stage 1 Archaeological Assessment Report prepared by Archaeological Services Inc. dated January 2021.

The Purchaser covenants that neither the Purchaser nor any successor, assignee, tenant, licencee or other person may undertake any excavation, construction or other development of the Property unless and until:

- (a) a licenced archeologist is retained by the Purchaser and such archeologist has completed the Stage 2 archaeological work in consultation with the local First Nations communities; and
- (b) in the event that any archaeological sites are identified during a Stage 2 assessment:
 - (i) further archaeological assessment and mitigation is completed in accordance with the Ontario Heritage Act; and
 - (ii) a letter of acceptance is issued by the Ministry of Heritage, Sport, Tourism and Culture Industries for all applicable archangelical assessment reports confirming that there are no further archaeological concerns for the Property or that any archaeological resources identified on the Property have no further cultural heritage value or interest.

- 5.12** The Purchaser acknowledges that in the event all or a portion of the Lands constitute unpatented public lands as set out under the *Public Lands Act*, pursuant to Section 37.2 of such Act, the Vendor (being a Minister of the Crown in right of Ontario) may transfer a freehold interest in such lands without letters patent being issued to effect such transfer and that such transfer has the same legal effect as a Crown grant issued through letters patent.
- 5.13** This Section 5 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

SECTION 6 VENDOR'S CONDITIONS

- 6.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of each of the following conditions on or before the Closing Date or any earlier date or time specified in this Agreement:
 - (a) the Vendor shall have obtained the Sale Approval pursuant to Section 7 of this Agreement;
 - (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
 - (c) the representations and warranties of the Purchaser set forth in this Agreement, including but not limited to those pursuant to Section 11, shall be true and accurate in all material respects as if made as of the Closing; and
 - (d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Vendor in accordance to this Agreement.
- 6.02** The conditions set forth in Section 6.01 are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor, or by its solicitors on its behalf, in the sole and absolute discretion of the Vendor by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Closing Date.
- 6.03** If a condition set forth in Section 6.01 is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on the Closing in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Vendor's sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and (i) in the event the Agreement is terminated as a result of the non-fulfilment of the condition set forth in Section 6.01(a), neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages, and the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction, and (ii) in the event the Agreement is terminated as

a result of the non-fulfilment of any of the conditions set forth in Section 6.01(b), (c) or (d), the Deposit shall be forfeited to the Vendor as liquidated damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default therein.

SECTION 7 SALE APPROVAL

7.01 The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition: within ninety (90) days from the Date of Acceptance, the Vendor shall have obtained the Sale Approval, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld. The Vendor shall notify the Purchaser if and when such approval is obtained, and the date of such notification if obtained shall be the date of commencement of the Inspection Period.

7.02 If the Vendor is unable to satisfy the condition set out in Section 7.01 within the said ninety (90) day period, the Vendor may, at its option and in its sole discretion, extend this time period for an additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.

7.03 The Purchaser acknowledges that any Sale Approval that the Vendor obtains with respect to the Property may be subject to the limitations stated therein, including but not limited to a limitation that such approval shall be valid for a specified period of time from the date of such Sale Approval (the "**Approval Term**"), in which event such Sale Approval shall cease to be valid on the date upon which the Approval Term concludes (the "**Expiry Date**"), or on such date that such other limitation(s), if any, is/are not met and satisfied. In the event that the Vendor shall have obtained a Sale Approval for the Property in satisfaction of the condition set out in Section 7.01, and in the event that the completion of the Transaction has not occurred on or before the Expiry Date set out in such Sale Approval or such date that such other limitation(s), if any, is/are not met and satisfied, notwithstanding any waiver of the condition set out in Section 7.01, this Agreement shall then be null and void, the Deposit shall be returned to the Purchaser together with all interest accrued thereon (subject to Section 5.03) and neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages.

SECTION 8 CLASS EA AND HERITAGE REQUIREMENTS / INDIGENOUS CLAIMS

8.01 The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition on or before the Closing Date: the Vendor shall have completed the applicable Class EA and heritage requirements for the Property and the Transaction (collectively, the "**Class EA and Heritage Requirements**"). For purposes of this condition, the Class EA and Heritage Requirements shall, without limitation, include and be deemed to include the following specific requirements:

- (a) if applicable, the requirements of the *Environmental Assessment Act*, R.S.O. 1990, c.E. 18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction; and
- (b) the requirements of the Standards & Guidelines for Conservation of Provincial Heritage Properties issued by the Ministry of Tourism, Culture and Sport pursuant to Section 25.2 of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction.

8.02 Notwithstanding any other provision of this Agreement, the completion of the Transaction is subject to continuing compliance to the Closing Date with all Class EA and Heritage Requirements. In the event that prior to the Closing Date:

- (a) any governing Authority makes or issues, or the Vendor receives any notice or communication from any governing Authority that it is considering whether to make or issue, any order or directive pursuant to the Class EA and Heritage Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Class EA and Heritage

Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the *Environmental Assessment Act*);

(b) a written request has been made to a government ministry or minister, of which the Vendor has notice, that other or different measures be taken to comply with the Class EA and Heritage Requirements;

then the Vendor may, at its option and in its sole discretion, extend the Closing Date for at least an additional thirty (30) days (the “**Initial Class EA Extension Period**”) by notice in writing to the Purchaser during which time the Vendor shall:

(c) use reasonable efforts to determine whether the request in subsection (b) above has been satisfied or has been refused; and

(d) at its option and in its sole discretion, either:

- (i) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event the Vendor may extend the Closing Date up to (but no more than) three times, for a further period of thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the “**Further Class EA Extension Period**”); or
- (ii) within the Initial Class EA Extension Period or at any time within the Further Class EA Extension Period, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.

8.03 Notwithstanding any other provision of this Agreement, if at any time prior to the Closing Date the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other indigenous group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date for at least an additional thirty (30) days (the “**Initial Extension Period**”) by notice in writing to Purchaser during which time the Vendor shall:

(a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or whether appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest;

(b) enter into arrangements which enable the Vendor to complete the sale of the Property in accordance with Section 8.03(a), for which purpose it may extend the Closing Date up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the “**Further Extension Period**”); or

(c) within the Initial Extension Period or at any time within the Further Extension Period, have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect, the Deposit shall be returned to the Purchaser together with all interest accrued thereon (subject to Section 5.03) and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.

8.04 If at any time prior to Closing, the Vendor receives instruction, notification or otherwise becomes aware of any requirements imposed by or from an Authority, including without limitation any additional Class EA and Heritage Requirements, not otherwise contemplated in this Section 8 and with which the Vendor must comply as a condition of disposing of the Property or completing the Transaction, then the Vendor may at its option and in its sole and unfettered discretion extend the

Closing Date up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such requirement can be satisfied so as to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date; or
- (b) have the right, with or without a determination pursuant to subsection (a) above, to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit plus any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

SECTION 9 RISK

- 9.01** Until completion of the Transaction on the Closing Date, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in Section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Closing Date (other than damage occasioned during or resulting from the Purchaser's and/or its agents, consultants or representatives entries and/or activities on or to the Property, in which event Section 5.03 shall govern), the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the Transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arm's length in which event the Purchaser will complete the Transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall, subject to Section 5.03, be immediately returned to the Purchaser, with interest and without deduction, and neither party shall, subject to Section 5.03, have any further rights or obligations hereunder.
- 9.02** From and including the Closing Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall accept and assume any and all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, any state, nature, quality or condition in, on, under or near the Property existing as of the Closing Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any Authority.

SECTION 10 VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 10.01** The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.).
- 10.02** Any information provided by the Vendor or its agents, including the Property Documents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of the Property Documents or any other information it has provided to the Purchaser.

SECTION 11 PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 11.01** The Purchaser warrants and represents to the Vendor that:

(a) the Purchaser (or any Assignee pursuant to Section 14.02) is not a Restricted Person (and will not be so on Closing) and does not have a conflict of interest with the Vendor or OILC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser acknowledges having reviewed the Certificate in the form attached hereto as Schedule E, represents and warrants to the Vendor that the terms and conditions contained in the Certificate are true, valid and binding upon the Purchaser as of the Purchaser's time of execution of this Agreement (and will remain so on Closing), and that following the Purchaser's execution of the Agreement, the Purchaser shall forthwith notify the Vendor in writing if the Purchaser's circumstances change in any way such that the representations and warranties contained in the Certificate no longer remain true at Closing. If the circumstances have changed such that:

- (i) the Purchaser (or any Assignee) is no longer not a Restricted Person on Closing;
- (ii) the representations and warranties in the Certificate no longer remain true on Closing;
- (iii) the Vendor determines, in its sole discretion, that this representation and warranty has been breached; or
- (iv) the Purchaser has not forthwith provided notice of a change in the Purchaser's circumstances that impacts the Purchaser's representation and warranty for any reason whatsoever,

the Vendor may, in its sole discretion, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement;

- (b) In the event that the Purchaser is a corporation, that the Purchaser is a corporation duly incorporated and existing under the laws of the Province of Ontario or the laws of Canada and has the necessary corporate authority, power, right and capacity to own and purchase the Property and to enter into, execute and deliver this Agreement and the Purchaser's closing deliverables and to carry out the Transaction contemplated herein; and
- (c) the Transaction and the obligations of the Purchaser hereunder and the documents and transactions contemplated herein have been, or will by the Closing Date be, authorized by all required and appropriate signatories, effected by all requisite proceedings and constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their terms.

- 11.02** The Vendor shall deliver and the Purchaser shall accept vacant possession of the Property on the Closing Date in an As Is Where Is condition, subject to: (i) the rights of tenants and licensees as set out in the Tenancy Agreements, if any and (ii) the Permitted Encumbrances.
- 11.03** As of the Closing Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.
- 11.04** Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Closing Date. On Closing, the Purchaser shall execute and deliver an assignment and assumption agreement to reflect the foregoing, in the form attached as Schedule H.
- 11.05** On the Closing Date, the Purchaser will also execute and deliver a Purchaser's Acknowledgement, Indemnity and Release in the form attached as Schedule F, accepting, assuming and indemnifying the Vendor with respect to all such matters referred to therein.

SECTION 12 SEVERANCE

12.01 The Vendor is entitled to invoke “Crown Right” to sever property, being the ability of the Crown to divide land referenced under the subdivision and part-lot control provisions of the *Planning Act*, R.S.O. 1990, c. P.13.

SECTION 13 TITLE

13.01 The Purchaser shall have until the expiry of the original Inspection Period (the “**Requisition Date**”) to investigate title to the Property at the Purchaser’s expense. The Purchaser agrees that if the Inspection Period is extended for any reason the Requisition Date shall remain unchanged and further agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.

13.02 On the Closing Date, the Purchaser shall accept title to the Property in an As Is Where Is condition and more specifically also accept title subject to the following:

- (a) the Land Use Regulations;
- (b) the Tenancy Agreements, if any; and
- (c) the Permitted Encumbrances;

The Purchaser agrees to satisfy itself with respect to compliance with all of the Land Use Regulations, Tenancy Agreements and Permitted Encumbrances, and further agrees that the Vendor shall not be required to provide any evidence of compliance with same nor remedy any instance of non-compliance thereof.

13.03 If, prior to the expiry of the Requisition Date, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.

13.04 The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality or any other Authority.

SECTION 14 NO ASSIGNMENT

14.01 The Purchaser shall have no right to re-direct title or assign in whole or in part or otherwise grant any of its rights and obligations under this Agreement to any Person, or to direct title to the Property to any Person, without, in each instance, obtaining the prior written consent of the Vendor prior to the expiry of the Inspection Period, which consent may be arbitrarily withheld or delayed in the Vendor’s sole discretion.

14.02 If the Vendor consents to a title re-direction or an assignment of this Agreement to any Person (the “**Assignee**”, in either event), the Purchaser shall cause the Assignee and the Purchaser (as assignor), to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement, and both the Assignee and the Purchaser shall enter into the Vendor’s standard form of an assignment and assumption agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment or title re-direction to an Assignee and shall remain jointly and severally liable with the Assignee therefor.

14.03 In the event of any title re-direction or assignment of this Agreement to an Assignee, both the Purchaser (as assignor) and the Assignee shall also provide a similar representation, warranty and Certificate as required of the Purchaser in Section 11.01, to the satisfaction of the Vendor.

SECTION 15 PARTICIPATION AGREEMENT

15.01 In the event of a disposition where the Property is being sold to the Purchaser for a specified purpose and/or at less than market value, as determined by the Vendor, it is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property.

15.02 On or before Closing, to give effect to this Section, the Purchaser shall deliver a fully executed copy of the participation agreement set out in Schedule G (the “**Participation Agreement**”). The parties further agree that, on or before Closing, the Vendor will execute and deliver to the Purchaser an acknowledgement and direction of notice of Participation Agreement (the “**A&D Notice**”) and the Purchaser will execute and deliver to the Vendor a reciprocal acknowledgement and direction of the Vendor’s A&D Notice. The Purchaser covenants to have the notice of Participation Agreement registered against title to the Lands on Closing and acknowledges that in the absence of the delivery of the Participation Agreement and the registration of notice of the Participation Agreement on title, the Vendor would not have entered into this Agreement. At the request of the Vendor, the Purchaser shall also enter into a charge or other form of security, acceptable to the Vendor at its sole, unfettered discretion, to secure payment of the Profit (as that term is defined in the Participation Agreement). This Section 15 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

SECTION 16 PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS

16.01 The Transfer/Deed of Land will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration (“**Land Transfer Tax Affidavit**”), which will be prepared by the Purchaser. The Purchaser shall be responsible for declaring the true value of the consideration pursuant to current Ministry of Finance guidelines, including declaring any monetary amounts apart from the Purchase Price that are assumed by the Purchaser as part of the Transaction, including those outlined in Section 17 of this Agreement (collectively, the “**Land Transfer Tax**”). Furthermore, the Purchaser shall pay Land Transfer Tax upon the registration of the Transfer/Deed of Land, calculated upon the true value of the consideration in accordance with Applicable Laws and land transfer tax policies, and covenants that it shall not:

- (a) pay the Land Transfer Tax directly to the Ministry of Finance prior to the registration of the Transfer and shall not make statements in the Land Transfer Tax Statements to this effect; and/or
- (b) state in the land transfer tax statements of the Transfer/Deed of Land that the total consideration for the Transaction is a nominal sum as a result of paying the Land Transfer Tax directly to the Ministry of Finance.

16.02 The Purchaser acknowledges that the *Planning Act*, R.S.O. 1990, c. P.13 does not bind the Vendor and that the Vendor does not complete the *Planning Act* statements on the Transfer/Deed.

16.03 The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of all Land Transfer Tax, all registration fees and all other taxes and fees payable in connection with the registration of the Transfer/Deed of Land and, if applicable, any registration costs required to complete the Transaction as the Vendor may reasonably require.

SECTION 17 VENDOR'S LEGAL FEES, REFERENCE PLAN & APPRAISAL COSTS

Intentionally Deleted.

SECTION 18 TENDER

18.01 Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office. The Vendor and the Purchaser acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the party tendering has completed all steps required by Teraview in order to complete this Transaction that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor, and specifically when the tendering party's solicitor has electronically "signed" the Transfer/Deed of Land and any other closing document, if any, to be electronically registered for completeness and granted access to the other party's solicitors to same, but without the necessity for the tendering party's solicitor actually releasing such documents to the other party's solicitor for registration.

18.02 For any transfer of funds from the Vendor to the Purchaser (or the Purchaser's solicitor) in connection with an adjustment, return of the Deposit subject to Section 5.03, or any other payment in favour of the Purchaser, the Vendor may require a void cheque or letter from the banking institution confirming the recipient's banking account information prior to such transfer of funds. This provision shall survive and not merge on Closing.

SECTION 19 ADJUSTMENTS

19.01 Adjustments between the Vendor and the Purchaser shall be made on the Closing Date for local improvement rates, utility costs, rents, and other matters or items which are ordinarily the subject of adjustment for the purchase and sale of a property similar to the Property, as well as those items otherwise expressly provided for in this Agreement. Any adjustments shall be made on the basis that, except as may be otherwise expressly provided for in this Agreement:

(a) the Vendor shall be responsible for all expenses and liabilities and entitled to all income from the Property up to the Closing Date; and

(b) the Purchaser shall be responsible for all expenses and liabilities and entitled to all income from the Property from and including the Closing Date.

19.02 The Purchaser acknowledges that the Vendor makes payments in lieu of property taxes in respect of the Property pursuant to the *Municipal Tax Assistance Act*, R.S.O. 1990, c. M.59 and there will be no adjustments between the Vendor and the Purchaser for property taxes. From and after the Closing Date, the Purchaser shall be responsible for paying all applicable property taxes in respect of the Property, regardless of whether the Municipal Property Assessment Corporation assesses the Property at a value greater than the Purchase Price.

19.03 Without limiting any of the Purchaser's other obligations in respect of the Property after Closing, the Purchaser shall not, directly or indirectly, seek appeal or otherwise seek a change of the assessed value of the Property based on easements, restrictive covenants or lanes used as right of way as outlined in section 9 of the *Assessment Act*, as such section may be amended, superseded or replaced from time to time. Subject to the foregoing, if the Purchaser wishes to appeal any assessment in connection with the Property, the Purchaser shall give the Vendor prior written notice of same, keep the Vendor informed of all developments in connection with such appeal and permit the Vendor to participate in any such appeal at the Vendor's cost.

19.04 The Purchaser hereby indemnifies, covenants not to sue and save harmless each of the Province of Ontario, His Majesty the King in right of Ontario, the Vendor, and any employee, director, officer, appointee, or agent of His Majesty the King in right of Ontario or the Vendor, from any and all manner of actions, suits, damages, losses, costs, claims and demands of any nature whatsoever relating to or arising from a reassessment under the *Assessment Act* of the value of the Property. The Purchaser's obligations under this Section 19.04 shall survive and not merge on Closing.

19.05 Any adjustments that cannot be determined on the Closing Date shall be determined by the parties as soon after the Closing Date as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. On the Closing Date, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.

19.06 All adjustments to be made under Section 19.01 shall be raised and completed by the parties on or before the date which is no later than six (6) months from the Closing Date and no re-adjustment may be made by either party thereafter.

19.07 The Vendor's and Purchaser's obligations under this Section 19 shall survive and not merge on Closing.

SECTION 20 ELECTRONIC REGISTRATION

20.01 Where the Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, and the *Electronic Registration Act*, S.O. 1991, c.44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:

- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this Transaction); and
- (b) be subject to conditions whereby each solicitor receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of the Document Registration Agreement.

20.02 The Vendor and the Purchaser shall irrevocably instruct their respective solicitors to be bound by the terms of the Document Registration Agreement.

SECTION 21 CLOSING DELIVERABLES

21.01 Subject to the provisions of this Agreement, the Vendor covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser's solicitors on or before the Closing Date, each of the following:

possession of the Property, in an As Is Where Is condition, subject to the Tenancy Agreements, if any, and any other rights of others as set out in the Permitted Encumbrances;

- (a) an assignment and assumption of the Permitted Encumbrances and the Tenancy Agreements, if any, in the form attached as Schedule H;
- (b) notice to the tenant(s) or licensee(s) named in the Tenancy Agreements informing them of the sale of the Property and directing them to pay future rent to the Purchaser;
- (c) an executed Transfer/Deed of Land in registrable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
- (d) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (e) a direction regarding the payment of funds;
- (f) statement of adjustments;
- (g) Document Registration Agreement;

- (h) acknowledgement and direction re: notice of Participation Agreement as set out in Section 15; and
- (i) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

21.02 Subject to the provisions of this Agreement, the Purchaser covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor or the Vendor's solicitors on or before the Closing Date:

- (a) confirmation of wire transfer or direct deposit of certified funds for the balance of the Purchase Price due on the Closing Date;
- (b) a direction as to title, if necessary;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) HST Declaration and Indemnity, as contemplated in Section 4, if applicable;
- (e) a Purchaser's Certificate – Conflict of Interest & Restricted Person as set out in Schedule E;
- (f) a Purchaser's Acknowledgement, Indemnity and Release, substantially in the form attached as Schedule F;
- (g) Document Registration Agreement;
- (h) an assignment and assumption of the Permitted Encumbrances and the Tenancy Agreements, if any, in the form attached as Schedule H;
- (i) Participation Agreement, substantially in the form attached as Schedule G, and acknowledgement and direction re: notice of Participation Agreement as set out in Section 15, if applicable;
- (j) Charge pursuant to Section 15, if applicable;
- (k) a certificate of the Purchaser confirming that, as of the Closing Date, the representations and warranties of the Purchaser contained in this Agreement are true and accurate in all material respects as of the Closing Date and shall survive beyond the Closing Date; and
- (l) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

21.03 On Closing, the order of registration will be as follows:

- (a) the Transfer/Deed of Land;
- (b) the Participation Agreement, if any; and
- (c) Charge pursuant to Section 15, if applicable.

SECTION 22
NOTICE

22.01 Notices may be delivered by mail, personally or electronically (where by mail using a courier or registered prepaid mail enclosed in a sealed envelope) addressed to the Purchaser at

Attention: _____
Telephone: _____
Facsimile: _____

Email: _____

and to the Purchaser's Solicitors at:

Attention: _____

Telephone: _____

Facsimile: _____

Email: _____

and to the Vendor at:

His Majesty the King in right of Ontario as represented by the Minister of Infrastructure
c/o Ontario Infrastructure and Lands Corporation
Real Estate Transactions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 1Z3
Attention: Vice President, Real Estate Transactions
E-mail: RET_Sales_Team@infrastructureontario.ca

And:

His Majesty the King in right of Ontario as represented by the Minister of Infrastructure
c/o Ontario Infrastructure and Lands Corporation
1 Dundas Street West
Suite 2000
Toronto, ON M5G 1Z3
Attention: Director, Legal Services (Real Estate)
E-mail: property.notices@infrastructureontario.ca

The time of giving of notice by mail shall be conclusively deemed to be the fifth (5th) Business Day after the day of such mailing. Such notice, if personally or electronically delivered prior to or during normal business hours, being the hours from 9:00 a.m. to 5:00 p.m. (EST or EDT, as the case may be) on a Business Day, shall be conclusively deemed to have been given and received at the time of such delivery (with the exception of notices delivered after normal business hours which shall be deemed to have been given the following Business Day). Either party may, by mutual consent, amend the manner by which notice may be delivered (and the time at which notice is deemed to have been given).

Notwithstanding the foregoing or anything to the contrary in this agreement, any notice delivered relating to a default must be delivered personally, by prepaid courier or by registered prepaid mail. A copy of such notice should also be delivered electronically. Delivery of such notices by electronic method(s) alone will not be considered sufficient.

Either party may at any time by giving notice to the other party (in the manner provided above) update its contact information for notice purposes, and thereafter the contact information most recently provided shall be deemed to be so changed.

SECTION 23

CONFIDENTIALITY

23.01 The Vendor and Purchaser shall take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended and Open Data may be released pursuant to the Digital and Data Directive as amended. This

acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.

23.02 The Purchaser represents to the Vendor that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all materials and information which is the property of the Vendor and in the possession of or under the control of the Purchaser pursuant to this Agreement. The Purchaser shall ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall not directly or indirectly disclose or use, either during the currency of or following the completion or termination of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the prior written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

SECTION 24 GENERAL

24.01 Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.

24.02 This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive completion and remain in full force and effect and be binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.

24.03 Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.

24.04 This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

24.05 This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.

24.06 The Purchaser shall not register this Agreement or any notice of this Agreement on title to the Lands.

24.07 Each agreement and obligation of the parties in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

24.08 Wherever this Agreement makes reference to a requirement for the consent or approval of the Vendor, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Vendor.

24.09 No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

24.10 This Agreement may be executed and transmitted by electronic transmission, which electronic copy shall constitute an original and legally binding instrument. This Agreement may be executed in counterparts and when each party has executed and delivered a counterpart, each counterpart shall be deemed to be an original and all counterparts, when taken together, shall constitute one and the same agreement. Delivery by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

24.11 If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

24.12 Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

SECTION 25 IRREVOCABLE PERIOD

25.01 Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for forty-five (45) days from the date it is submitted to the Vendor and open for acceptance by the Vendor during said forty-five (45) day period, subject to an extension for a further period up to forty-five (45) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNING PAGE FOLLOWS]

OFFERED BY the Purchaser this _____ day of _____, 2025.

**THE CORPORATION OF THE TOWNSHIP OF SOUTH
ALGONQUIN**

Per:

Name:

Title:

Per:

Name:

Title:

I/We have the authority to bind the corporation.

ACCEPTED BY the Vendor this _____ day of _____, 2026.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

By: _____

Name:

Title:

Authorized Signing Officer

By: _____

Name:

Title:

Authorized Signing Officer

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

PIN 49229-0242 (LT), being Parcel 25798 Section Nipissing; Part of Lots 12 and 13, Concession 13, Lyell, designated as Part 1 and 2 on Plan 36R-5837; subject to an easement over Parts 1, 2 and 3 on Plan 36R-5868 as described in Instrument No. 221940E; South Algonquin; District of Nipissing.

SCHEDULE B
PERMITTED ENCUMBRANCES

(a) General Encumbrances:

- (i) Any notices of any leases (including expired leases) registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Closing Date and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
- (ii) liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
- (iii) any easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or use, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
- (iv) title defects or irregularities which do not, in the aggregate, materially and adversely impair the use of the Property for the purpose for which it is presently held;
- (v) any cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
- (vi) any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
- (vii) any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
- (viii) the provisions of Applicable Laws including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
- (ix) encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the present use of the Property;
- (x) any undetermined or inchoate liens and charges (including any and all statutory rights of expropriation) incidental to construction or current operations, of the Property which relate to obligations not yet due or delinquent and which have not been registered in accordance with Applicable Laws;
- (xi) any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work;

- (xii) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands; and
- (xiii) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey
- (xiv) the provisions, restrictions and limitations contained in the *Land Titles Act* (Ontario) as amended, save and except Section 44(1)(11); and
- (xv) any Encumbrances: (i) filed by or at the request of the Purchaser; (ii) arising as a result of the acts or omissions of the Purchaser; or (iii) which are otherwise expressly approved by the Purchaser or as set out in this Agreement;

(b) Specific Encumbrances:

All instruments registered on title to the Property as of the Closing Date of this Agreement, including but not limited to:

1. Instrument No. LT221940E, registered on December 31, 1981, being a Transfer/Deed from Ontario Hydro to Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation and Communications for the Province of Ontario.
2. Instrument No. BS17232, registered on May 31, 2006, being Order in Council 988/2006.

**SCHEDULE C
CHATTELS**

None.

SCHEDULE D
PROPERTY DOCUMENTS

1. Site Design and Operations report, prepared by Jp2g Consultants Inc., dated January 2002;
2. 2018 Annual Report, prepared by Jp2g Consultants Inc., dated March 2019;
3. 2018 Annual Monitoring Report, prepared by Jp2g Consultants Inc., dated March 2019;
4. MOECC memorandum dated December 2018;
5. MOECC memorandum dated November 2018; and
6. Stage 1 Archaeological Assessment, Lyell Landfill, prepared by Archaeological Services Inc., dated January 2021.

SCHEDULE E
PURCHASER'S CERTIFICATE – CONFLICT OF INTEREST & RESTRICTED PERSON

TO: His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Vendor**”)

RE: <<Purchaser(s) Name>> (the “**Purchaser**”) purchase from the Vendor of the property legally described as <<Legal Description>>, being <<the whole OR part>> of PIN <<Enter PIN>> (LT) (the “**Property**”) pursuant to an Agreement of Purchase and Sale between the Purchaser and the Vendor, accepted <<Date IO accepted APS>>, as may be amended from time to time (the “**Purchase Agreement**”)

The Purchaser hereby certifies that as at the Purchaser’s time of execution of the Purchase Agreement and as of the Closing Date:

1. The Purchaser and Ontario Infrastructure and Lands Corporation (“**OILC**”) are arm’s length parties and the Purchaser has received no special knowledge nor special consideration in entering into the Purchase Agreement, which would lead to the presumption that the parties are not arm’s length parties.
2. The Purchaser and the Vendor are arm’s length parties and the Purchaser has received no special knowledge nor special consideration in entering into the Purchase Agreement, which would lead to the presumption that the parties are not arm’s length parties.
3. There are no outstanding legal disputes or actions between the Vendor and Purchaser.
4. The Purchaser is not in conflict with OILC (or any of its employees) with respect to the above transaction.
5. The Purchaser is not in conflict with the Vendor (or any of its employees) with respect to the above transaction.
6. The Purchaser is not a Restricted Person as that term is defined in the Purchase Agreement.

DATED as of the _____ day of <<Month>>, <<Year>>.

<<ENTER NAME OF PURCHASER>>

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation.

SCHEDULE F
PURCHASER'S ACKNOWLEDGEMENT, INDEMNITY AND RELEASE

TO: His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Vendor**”)

RE: <<Purchaser(s) Name>> (the “**Purchaser**”) purchase from the Vendor of the property legally described as <<Legal Description>>, being <<the whole OR part>> of PIN <<Enter PIN>> (LT) (the “**Property**”) pursuant to an Agreement of Purchase and Sale between the Purchaser and the Vendor, accepted <<Date IO accepted APS>>, as may be amended from time to time (the “**Purchase Agreement**”)

In consideration of the closing of the Transaction, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. The Purchaser hereby acknowledges that the provisions and obligations contained in the Purchase Agreement (including, without limitation, Sections 5 and 11 of the Purchase Agreement) shall not merge, but shall survive the Closing Date and shall be continuing obligations of the Purchaser in accordance with the terms of the Purchase Agreement.
2. The Purchaser hereby acknowledges that all representations, warranties and covenants provided for in the Purchase Agreement are true and accurate in all material respects as of the Closing Date and shall survive on and beyond the Closing Date, and further agrees to indemnify the Vendor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom the Vendor is responsible in law, from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising therefrom or connected therewith.
3. The Purchaser agrees to accept, assume and take title to the Property and any improvement thereon in an “As Is Where Is” condition in accordance with Section 5 of the Purchase Agreement.
4. The Purchaser acknowledges and agrees to be responsible for and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage or loss, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
5. The Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of

whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise.

6. The Purchaser hereby indemnifies, covenants not to sue and save harmless each of the Province of Ontario, His Majesty the King in right of Ontario, the Vendor, and any employee, director, officer, appointee, or agent of the His Majesty the King in right of Ontario or the Vendor, from any and all manner of actions, suits, damages, losses, costs, claims and demands of any nature whatsoever relating to or arising from a reassessment under the *Assessment Act* of the value of the Property.
7. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
8. This Purchaser's Acknowledgement, Indemnity and Release shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.
9. Unless otherwise defined herein, all capitalized terms used herein have the meaning ascribed to them in the Purchase Agreement.
10. The provisions of this Purchaser's Acknowledgement, Indemnity and Release shall enure to the benefit of the Vendor and its successors and assigns and shall be binding upon the Purchaser and its successors and permitted assigns.

DATED as of the _____ day of <<Month>>, <<Year>>.

<<ENTER NAME OF PURCHASER>>

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the corporation.

SCHEDULE G
PARTICIPATION AGREEMENT

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

- and -

<< PURCHASER >>

RECITALS:

- A. His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Province**”) is the owner in fee simple of the lands described in Appendix “A” to this Participation Agreement (the “**Property**”).
- B. Ontario Infrastructure and Lands Corporation confirms that it is the designated agent of the Province.
- C. The **<<Purchaser>>** (the “**Transferee**”) is the proposed transferee of the Property as at the date hereof pursuant to an Agreement of Purchase and Sale between the Province and the Transferee, fully executed on **<<Enter Date>>** (the “**Sale Agreement**”).

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the transfer of the Property from the Province to the Transferee and other good and valuable consideration, the parties hereto agree as follows:

1. For the purposes of this Participation Agreement

“**Base Amount**” means \$**<<Enter Amount>>**.

“**Business Day**” means any day on which the Government of Ontario normally conducts business.

“**Capex**” means the cumulative total amount of the costs incurred by the Transferee after it acquired the Property or portion thereof in carrying out any and all capital improvements to or capital expenditures in respect of the Property or portion thereof less the amount of any amortization or depreciation taken in respect of any such costs (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes).

“**Closing Date**” means the date upon which the Property is transferred pursuant to the Sale Agreement, being **<<Enter Closing Date>>**.

“**Profit**” means the amount by which the Sale Price exceeds the Base Amount with respect to the Property or portion thereof.

“**Sale Price**” means the value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property or portion thereof, including all buildings and improvements, by a purchaser dealing with the Transferee, including the value of all chattels situate thereon which are then owned by the Transferee and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by such purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) any Capex;
- (b) any real estate commission payable by the Transferee in disposing of the Property or portion thereof to such a third-party purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by the Transferee in disposing of the Property or portion thereof.

“Term” means the period commencing on the Closing Date and expiring on the date which is twenty (20) years following the Closing Date hereof.

“Transferee” has the meaning ascribed to such term in the Recitals hereto, and shall also include any successor in title to and subsequent owners of the Property during the Term.

2. It is the express intention of the Province and the Transferee that there shall be no speculation with respect to all or any portion of the Property. In the event of a sale or proposed sale of all or any portion of the Property by the Transferee or any affiliated company of the Transferee as that term is defined in the *Business Corporations Act*, R.S.O. 1990, c.B. 16, at any time during the Term, at the option of the Province, the Province shall have the right to:

- (i) repurchase the Property at the Base Amount plus any Capex, or
- (ii) require one hundred percent (100%) of any Profit to be paid to the Province and the amount of such Profit shall be a charge on the Property in favour of the Province until paid. At the request of the Province, the Transferee shall enter into a charge or other form of security, acceptable to the Province at its sole, unfettered discretion, to secure payment of the Profit.

For the purposes of this provision, the Transferee and the Province acknowledge that the purpose for which the Property is being purchased is for waste management purposes (the “**Purpose**”). In the event that the Transferee does not begin to use and thereafter continue to use the Property for the Purpose within 20 years following the Closing Date, the Province shall then have the right to repurchase the Property at the Base Amount and the Transferee shall return the Property to the Province in the condition it was in immediately prior to the transfer of the Property from the Province to **<Purchaser>** and, if applicable, the Transferee shall have the obligation to restore the Property to such condition at no cost to the Province.

3. In determining the Base Amount and calculating the Profit for the proposed sale of any portion of the Property, if applicable, the Base Amount shall be adjusted and calculated on a pro-rata basis based on the acreage of such portion being transferred, as shown by evidence (e.g. a reference plan) provided by the Transferee to the Province at no cost to the Province, to the satisfaction of the Province
4. With respect to any capital improvement costs or other costs or expenses involved in the calculation of the Sale Price, Profit or the price at which the Province is to repurchase the Property in accordance with this Agreement, the Transferee shall provide all documents, records and invoices in sufficient detail, at no cost to the Province, to allow analysis and approval of such calculation(s) by the Province.
5. At least fifteen (15) Business Days prior to the scheduled completion of a transfer of title to the Property or portion thereof, the Transferee shall deliver to the Province a sworn declaration setting forth the proposed Sale Price and if there is any Profit, including information used to calculate the Sale Price and Base Amount in accordance with this Participation Agreement, in reasonable detail to allow analysis and approval of the calculation of the Sale Price and Profit (if any) by the Province. The declaration shall also include the calculation of the Profit payable by the Transferee to the Province. Prior to the completion of any transfer of the Property or any portion thereof by the Transferee, the Transferee must first obtain the approval of the calculation of the Sale Price and the Profit, in writing, from the Province, and make arrangements to pay the Profit to the Province, if any, which arrangements must be satisfactory to the Province, acting reasonably.

6. The Transferee acknowledges that the provisions of this Participation Agreement run with title to the Property, and the Transferee covenants not to sell, transfer or otherwise alienate the Property or any part thereof to any affiliated entity or any third party unless such transferee agrees in writing to assume the obligations of the Transferee herein and be bound by the terms of this Participation Agreement in respect of the Property or such part thereof, as the case may be, in a form satisfactory to the Province. In the event the Province exercises its option to take profit as outlined in Section 2, with respect to all or a portion of the Property, this Participation Agreement shall automatically terminate with the Province having no further interest in the Property or a portion of the Property, as the case may be.

General

7. The Transferee acknowledges that the Province may be required to obtain certain approvals to exercise any of its options or rights under this Participation Agreement.
8. On the Closing Date the Transferee will register in the appropriate land registry office a Notice of this Participation Agreement on title to the Property immediately following the transfer to the Transferee and prior to any mortgage or other instrument, or as the order of registrations is otherwise outlined in the Sale Agreement.
9. The Transferee acknowledges and agrees that the Province shall have all the rights and remedies of a secured party under the Personal Property Security Act and a mortgagee under the Mortgages Act in the event that such Transferee fails to pay any amount owing to the Province pursuant to this Participation Agreement.
10. The Transferee agrees that, notwithstanding anything to the contrary herein set forth, in the case of a breach of this Participation Agreement, the Province will be entitled to exercise all of the remedies available to it at law.
11. Notices may be delivered by mail, personally or electronically (where by mail using a courier or registered prepaid mail enclosed in a sealed envelope) addressed to the Purchaser at:

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____

and to the Purchaser's Solicitors at:

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____

and to the Vendor at:

c/o Ontario Infrastructure and Lands Corporation
Real Estate Transactions
1 Dundas Street West
Suite 2000

Toronto, ON M5G 1Z3
Attention: Vice President, Real Estate Transactions
Facsimile: 416-327-1906

And:

[REDACTED]
c/o Ontario Infrastructure and Lands Corporation
1 Dundas Street West
Suite 2000
Toronto, ON M5G 1Z3
Attention: Director, Legal Services (Real Estate)
Email: property.notices@infrastructureontario.ca

The time of giving of notice by mail shall be conclusively deemed to be the fifth (5th) Business Day after the day of such mailing. Such notice, if personally or electronically delivered prior to or during normal business hours, being the hours from 9:00 a.m. to 5:00 p.m. (EST or EDT, as the case may be) on a Business Day, shall be conclusively deemed to have been given and received at the time of such delivery (with the exception of notices delivered after normal business hours which shall be deemed to have been given the following Business Day). Either party may, by mutual consent, amend the manner by which notice may be delivered (and the time at which notice is deemed to have been given).

Notwithstanding the foregoing or anything to the contrary in this agreement, any notice delivered relating to a default must be delivered personally, by prepaid courier or by registered prepaid mail. A copy of such notice should also be delivered electronically. Delivery of such notices by electronic method(s) alone will not be considered sufficient.

Either party may at any time by giving notice to the other party (in the manner provided above) update its contact information for notice purposes, and thereafter the contact information most recently provided shall be deemed to be so changed.

12. Time shall in all respects be of the essence to this Participation Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.
13. This Participation Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
14. Each of the parties hereto shall from time to time hereafter and upon reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Participation Agreement.
15. This Participation Agreement shall be binding upon and enure to the benefit of the Transferee and the Province and their respective successors and permitted assigns. The Transferee will not mortgage, charge or pledge its interest in the Property without first requesting the mortgagee, chargee or pledgee to enter into an agreement with the Province to be bound by this Participation Agreement in the event that it takes possession of, or becomes the owner of, the Property and to bind any purchasers of the Property to be bound by this Participation Agreement jointly and severally with the Transferee.
16. This Participation Agreement and the rights and obligations of the Transferee and the Province shall be determined in accordance with the laws of the Province of Ontario.
17. This Participation Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by electronic/facsimile transmission and each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNING PAGE
FOLLOWS]**

DATED the <<Day>>, day of
<<Month>>, <<Year>>.

<<PURCHASER(S) NAME>>

Per:

Name: <<Individual Signing Documents for
Corporation>>

Title: <<Title>>

Per:

Name: <<Individual Signing Documents for
Corporation, if there is a second person>>

Title: <<Title>>

I/We have the authority to bind the Corporation.

DATED the <<Day>>, day of <<Month>>, <<Year>>.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE AS REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION**

Per:

Name: <<Director/Project Manager's Name>>

Title: <<Title>>, Real Estate Transactions

Authorized Signing Officer

APPENDIX "A"

<<INSERT LEGAL DESCRIPTION>>

SCHEDULE H
**ASSIGNMENT AND ASSUMPTION OF PERMITTED ENCUMBRANCES AND TENANCY
AGREEMENTS**

THIS AGREEMENT dated as of the <<Day>> day of <<Month>>, <<Year>>.

B E T W E E N:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(the “**Assignor**”)

-and-

<<PURCHASER(S) NAME>>

(the “**Assignee**”)

RECITALS:

- A. Pursuant to an agreement of purchase and sale, accepted the <<Day>> of <<Month>>, <<Year>>, as amended from time to time (the “**Purchase Agreement**”), in respect of the property described as <<Legal Description>>, being <<the whole OR part>> of PIN <<Enter PIN>> (LT) (the “**Property**”), between the Assignor and the Assignee, the Assignor agreed to sell and the Assignee agreed to purchase the Property pursuant to the terms and conditions set out therein;
- B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor’s right, title and interest in and to:
 - a. the Permitted Encumbrances, as defined in the Purchase Agreement (the “**Permitted Encumbrances**”); and
 - b. the leases and agreements, if any, pertaining to the Property as more particularly described on Schedule “A” attached, each to the extent such lease or agreement affects the Property (the “**Tenancy Agreements**”), together with the rents and other benefits thereunder; and
- C. The Assignee has agreed to enter into this Assignment and Assumption of Permitted Encumbrances and Tenancy Agreements (the “**Assignment**”) and to assume as and from the date of this Agreement all of the Assignor’s rights and obligations, if any, set out in the Permitted Encumbrances and the Tenancy Agreements.

NOW THEREFORE IN CONSIDERATION of the completion of the transaction contemplated by the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor assigns, transfers and sets over unto the Assignee as of the Closing Date:
 - (a) all of the Assignor’s right, title and interest in and to the Permitted Encumbrances, to the extent such right, title and interest is assignable and otherwise in accordance with the terms of the Purchase Agreement;
 - (b) any and all monies payable to the Assignor under the Permitted Encumbrances in respect of the period from and after the Closing Date;

- (c) the benefits of all warranties and covenants made or given by the parties to the Permitted Encumbrances, to the extent such warranties or covenants are assignable;
- (d) all other rights, benefits and advantages whatsoever to be derived from the Permitted Encumbrances; and
- (e) all of the Assignor's right, title and interest in and to the Tenancy Agreements, together with the unexpired residue of the terms of the Tenancy Agreements and any renewals thereof, the rents and all other amounts payable thereunder and all other benefits and advantages to be derived from the Tenancy Agreements, save and except for all rents and additional rents outstanding by, or subject to adjustment with, the tenants thereunder as at the date hereof in respect of periods prior to the date hereof, which are hereby expressly reserved unto the Assignor (collectively, the "**Assigned Rights**")

with full power and authority to demand, collect, or sue for, recover, receive and give receipts for all monies payable thereunder and to sue for damages for breach of any covenant or agreement or for performance thereof.

2. As of the Closing Date, the Assignee covenants and agrees with the Assignor to:

- (a) assume those obligations of the Assignor under the Permitted Encumbrances which are to be observed or performed and shall be responsible for all obligations of the Assignor under the Permitted Encumbrances whether or not such obligations arose prior to the Closing Date (which obligations are herein called the "**Assumed Obligations**") and that the Assignee shall, from and including the Closing Date, observe and perform all Assumed Obligations whether or not such obligations arose prior to the Closing Date, including making all payments or otherwise performing all obligations of the Assignor in accordance with the provisions of the Permitted Encumbrances.
- (b) assume all of the Assignor's obligations under the Tenancy Agreements and to observe and perform all of the Assignor's covenants, conditions, obligations and agreements contained in the Tenancy Agreements at the time and in the manner provided therein to the same extent as if the Assignee had been the original landlord or owner of the Property and as such had executed the Tenancy Agreements.

3. The Assignee agrees to indemnify and save the Assignor harmless from any and all claims, losses, damages, costs, disputes or other actions:

- (a) arising pursuant to the Permitted Encumbrances in respect of any default on the part of the Assignee in the performance of the Assumed Obligations under the Permitted Encumbrances which occurs from and after the Closing Date; and
- (b) in respect of the Tenancy Agreements with respect to any matter which relates to the period from and after the Closing Date.

4. The parties agree that if the assignment of any Permitted Encumbrances or Assigned Rights is prohibited at law or requires the consent of any other party or parties and such consent is not or cannot be obtained, the Assignor shall hold such Permitted Encumbrances or Assigned Rights in trust for the benefit of the Assignee and shall take all actions with respect thereto as the Assignee may direct for the Assignee's account and benefit, at the sole cost and expense of the Assignee, and in such case, the Assignee shall indemnify and save harmless the Assignor in, from or in respect of any such action taken by the Assignor under the direction of the Assignee.

5. Each of the parties shall at all times hereafter execute and deliver all such further documents and instruments, and shall do such further acts and things as may be reasonably required to give effect to this Assignment, including without limitation any specific form of assumption agreement required pursuant to any Permitted Encumbrances or Tenancy Agreements. The Assignee covenants and agrees to require all of its mortgagees and chargees of the Property to enter into all such documentation as may be required by the Assignor, and as may be required by the Permitted Encumbrances or Tenancy Agreements, from time to time, if required, in connection with the

foregoing, including any documentation as may be required by the Assignor, from time to time, to enable the Assignor to be released from the Permitted Encumbrances or Tenancy Agreements.

6. There is no representation, warranty or condition, statutory or otherwise, made, given, or intended by this Assignment, except as expressly set forth in this Assignment.
7. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties agree to the jurisdiction of the Courts of such Province.
8. This Assignment may be executed by the parties in separate counterparts (by original or electronic signature) each of which when so executed and delivered shall be deemed to be an original and both of which together shall constitute one and the same agreement.
9. This Assignment may be executed manually or by any form of electronic signature, whether digital or encrypted, and may be delivered by email or other means of electronic transmission, all of which shall constitute originals, and all of which taken together shall constitute one and the same instrument and have the same legal force and effect as delivery of an original, manually signed copy of this Assignment.
10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
11. All capitalized terms as used herein have the same meaning as those terms are defined in the Purchase Agreement except to the extent otherwise specifically provided herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Assignment has been executed as of the day and year first above written.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

By: _____

Name: <<Director/Project Manager's Name>>

Title: <<Title>>, Real Estate Transactions
Authorized Signing Officer

<<ENTER NAME OF PURCHASER>>

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

SCHEDULE “A”
Tenancy Agreements

The Assignee, as purchaser under the Purchase Agreement, acknowledges and confirms the receipt of full copies of the following documents as part of the Property Documents (as defined in the Purchase Agreement) from the Assignor, as vendor under the Purchase Agreement:

Lease ID: <<Insert Lease M Number>>

1. <<Lease Type - ie. Farm Lease>> dated <<Date of Lease>> between Her Majesty the Queen in right of Ontario as represented by the Minister of <<Predecessor Name >> and <<Tenant's Name >>
2. Lease Amending Agreement dated <<Date of Lease>> between Her Majesty the Queen in right of Ontario as represented by the Minister of <<Predecessor Name >> and <<Tenant's Name >> **(if applicable or DELETE)**

SCHEDULE I
CLASS EA – ENVIRONMENTALLY SIGNIFICANT AREAS AND/OR HERITAGE CONCERNS

Intentionally Deleted.

CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN BY-LAW NO. 2026-855

**Being a By-Law to authorize the Mayor and CAO/Clerk-Treasurer
to sign the Conditional Contribution Agreement with Northern Ontario Heritage
Fund Corporation (NOHFC)**

WHEREAS the Township of South Algonquin, deems it expedient to enter into a Conditional Contribution Agreement with Northern Ontario Heritage Fund Corporation (NOHFC) to hire a Community Development Intern.

NOW THEREFORE the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

1. **THAT** the Mayor and CAO/ Clerk-Treasurer is hereby authorized to execute the Agreement in the form attached hereto and forming part of this By-law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

READ A FIRST AND SECOND TIME this 14th day of January 2026.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

READ A THIRD TIME AND PASSED AND ENACTED this 14th day of January 2026.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

By signing this by-law, Mayor LaValley has granted approval and will not exercise the power to veto this by-law under Strong Mayor Powers

NOHFC File Number: 74002916

September 15, 2025

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

7 Third Avenue, PO Box 217
Whitney Ontario K0J 2M0
Attention: Bryan Martin, CAO/Clerk-Treasurer
E-mail: clerk@southalgonquin.ca

Dear Bryan Martin:

Enclosed are:

- The proposed contract between THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN (the Employer) and Northern Ontario Heritage Fund Corporation (NOHFC)
- An electronic funds transfer (EFT) form

Please note that you need to have hired your intern and entered the intern's actual start date of the Work Term in Section B of Schedule A of the proposed contract prior to signing it. The Work Term may not commence prior to **June 10, 2025**. The Work Term will then run for 56 weeks after the start date that you insert. The intern must be provided with 52 weeks of paid work within the 56-week Work Term.

If you have not yet hired your intern, please hold onto this proposed contract until you have done so. If your intern has not started the internship by **September 5, 2026**, your funding approval will expire, NOHFC will not sign the proposed contract, and your file will be closed. However, you may submit a new funding application under the *People & Talent Program*, which will be evaluated in the normal course in accordance with NOHFC's usual guidelines and criteria.

Once you have hired your intern and entered the start date for the Work Term in Section B of Schedule A of the proposed contract, please return to NOHFC:

- The proposed contract, signed by an authorized signing officer(s) of the Employer
- Completed and signed EFT form
- Void cheque, or signed or stamped bank letter, to verify banking information

Please return the completed documents to NOHFC electronically by e-mail to NOHFC.FinancialServicesUnit@ontario.ca, no later than 30 days after the start date of the Work Term. If you require assistance to send your documents electronically, please [click here](#).

NOHFC will not disburse any funds until, among other requirements, a fully signed contract is in place and NOHFC has received the completed EFT form and satisfactory banking information.

For your records, one fully signed version of the contract will be returned to your organization after it is signed by NOHFC.

If you have any questions regarding your internship or need any of this documentation in a different format, please contact the People and Talent Team by telephone at 705-541-2109 or by e-mail at peopleandtalent@ontario.ca.

Sincerely,

A handwritten signature in blue ink that reads "John Guerard".

John Guerard
Executive Director
Enclosures

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made effective as of the first day of the Work Term

B E T W E E N: **NORTHERN ONTARIO HERITAGE FUND CORPORATION**
a corporation existing under the laws of Ontario
(“NOHFC”)

A N D: **THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN**
a municipality existing under the laws of Ontario
(the “Employer”)

WHEREAS the Employer wishes to obtain financial assistance from NOHFC to hire an intern to fill the Position, as more fully described herein;

AND WHEREAS NOHFC wishes to provide financial assistance towards the Eligible Costs of the Position in the form of a conditional contribution subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Interpretation

1.1. This agreement, together with:

Schedule A - Position Details;

Schedule B - Request for Reimbursement Form; and

Schedule C - Final Report;

and any agreement entered into as provided for in Section 15.2 having the effect of amending the foregoing,

(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, understandings and agreements.

1.2. In this Agreement, the following capitalized terms have the meanings set out below:

- (a) “**Actual Wages**” means gross salary or wages paid by the Employer to the Intern for a maximum of 52 weeks of work during the Work Term, including statutory holiday pay, but excluding all MERCs;
- (b) “**Contribution**” means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;
- (c) “**Eligible Candidate**” means an individual who:
 - (i) is either a new entrant into the workforce, is transitioning to a new career, or is unemployed or underemployed and is entering a new field,

- (ii) has not previously participated in NOHFC's People & Talent Program,
- (iii) is at least 18 years of age,
- (iv) resides in Northern Ontario,
- (v) is legally entitled to work in Canada, and
- (vi) unless NOHFC has granted its prior written consent otherwise, is not a child, sibling, parent or spouse of, or is not cohabitating with:
 - A. the Employer (if the Employer is an individual),
 - B. any person involved in the Employer's hiring procedures or the Employer's decision-making, which is deemed to include directors, officers and/or partners of the Employer and the supervisor of the Intern, or
 - C. any person who has an ownership interest in the Employer;

(d) **“Eligible Costs”** means (i) the Actual Wages, and (ii) 15% of the Actual Wages, representing MERCs;

(e) **“Final Report”** means a completed and duly executed final report in the form of Schedule C;

(f) **“Intern”** means the Eligible Candidate hired to fill the Position through a fair and transparent selection process;

(g) **“Maximum Funds”** means the maximum amount payable to the Employer under this Agreement, which is the lesser of:

- (i) the NOHFC Percentage of Eligible Costs, and
- (ii) the amount set out in the column entitled “Maximum NOHFC Contribution” in the table in Section C of Schedule A;

(h) **“MERCs”** means mandatory employment related costs required to be paid or remitted by the Employer in accordance with applicable law (including mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums), but excluding statutory holiday pay;

(i) **“NOHFC Percentage”** means the percentage of Eligible Costs reimbursable by NOHFC under this Agreement, as set out in the column entitled “NOHFC % of Eligible Costs” in the table in Section C of Schedule A;

(j) **“Northern Ontario”** means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Muskoka, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming;

(k) **“Position”** means the internship position described in Section A of Schedule A;

(l) **“Position Details”** means all of the information contained on Schedule A which, for clarity, includes the internship position description in Section A, the Work Term in Section B, and the financial information in Section C;

- (m) **“Provincial Entity”** means His Majesty the King in right of Ontario or any “public entity” (as defined in the *Financial Administration Act* (Ontario) R.S.O. 1990, c. F.12);
- (n) **“Request for Reimbursement”** means a request for the disbursement of a portion of the Contribution to reimburse Eligible Costs, which request is completed and duly executed in the form of Schedule B, and is accompanied by documentation satisfactory to NOHFC evidencing the payment of the Intern’s gross salary or wages claimed for the period covered in the request for reimbursement form;
- (o) **“Reports”** means any information, including accounts, data, and projections, as NOHFC may request from time to time, but excludes the Final Report; and
- (p) **“Work Term”** means the term of the Position set out in Section B of Schedule A.

1.3. For the purpose of interpretation:

- (a) the words “include”, “includes”, and “including” are used to indicate nonexclusive examples and not that the parties intended such examples to be an exhaustive list; and
- (b) any reference to dollars or currency shall be to Canadian dollars or currency.

2. Term

2.1. The term of this Agreement shall commence as of the first day of the Work Term and shall expire (unless terminated earlier in accordance with its terms) after all of the following have occurred: (i) receipt by NOHFC of the final Request for Reimbursement and Final Report (each in form and substance satisfactory to NOHFC); and (ii) NOHFC has made its final disbursement of funds under this Agreement.

3. Position and Hiring

- 3.1. The Employer shall hire, employ and pay the Intern for 52 weeks during the Work Term. At all times, the Employer shall remain responsible for training, supervising, and paying the Intern.
- 3.2. The Employer shall not make any changes to the Position Details without the prior written consent of NOHFC.
- 3.3. The Employer shall provide direct, onsite supervision to the Intern unless NOHFC provides its prior written consent to an alternative arrangement.
- 3.4. If the Intern will no longer be working in the Position at any time prior to having completed 52 weeks of paid work, the Employer:
 - (a) shall notify NOHFC promptly, and advise of the Intern’s departure date;
 - (b) shall submit a final Request for Reimbursement and a Final Report in respect of the Intern (in form and substance satisfactory to NOHFC) within 30 days of the Intern’s departure date; and

(c) if the Position becomes vacant before the Intern has completed 9 months of paid work and no Event of Default (as defined in Section 8.1 below) has occurred and is continuing, may, within 30 days of the Intern's departure date, request funding for a replacement intern for the Position, and NOHFC will evaluate and consider such request in its sole discretion.

3.5. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.

4. Contribution

4.1. Subject to the terms and conditions of this Agreement, NOHFC shall provide the Contribution to reimburse the Employer for Eligible Costs up to the amount of the Maximum Funds.

4.2. Subject to the terms and conditions of this Agreement, the Contribution shall be provided as follows:

(a) The Contribution will be disbursed in two instalments, each such instalment relating to Eligible Costs claimed for 26 weeks of paid work, provided that NOHFC has received (in form and substance satisfactory to NOHFC) the following items in respect of each request for a disbursement of the Contribution:

(i) a Request for Reimbursement;

(ii) a Final Report, if such request is the final request for disbursement; and

(iii) any other Reports requested by NOHFC.

(b) Notwithstanding Subsection 4.2(a), NOHFC may, in its sole and absolute discretion, increase the number of instalments in which it disburses the Contribution to the Employer (which, for greater certainty, shall in no way increase the amount of the Contribution), and may require the Employer to submit additional Requests for Reimbursement or Reports as conditions precedent to disbursing funds in such manner.

4.3. Subject to the terms and conditions of this Agreement, NOHFC shall deposit the funds electronically into an account designated by the Employer in writing, provided that the account resides at a Canadian financial institution and is in the name of the Employer. Notwithstanding the foregoing, NOHFC may, in its sole and absolute discretion, issue a cheque in the Employer's name as an alternative to the electronic deposit of funds.

4.4. The Employer shall notify NOHFC if the Employer receives any government funding towards the Eligible Costs from sources other than NOHFC. NOHFC may in its discretion reduce the amount of the Contribution by an amount equal to the amount of any additional government funding received by the Employer.

4.5. If the Employer for any reason receives funds from NOHFC in excess of what is provided for in this Agreement, the excess amount shall be a debt due and repayable by the Employer to NOHFC in accordance with Section 12.1 of this Agreement.

5. Reports

5.1. The Employer shall prepare and submit to NOHFC (in form and substance satisfactory to NOHFC):

- (a) a Final Report within 60 days of the end of the Work Term; and
- (b) any other Reports requested by NOHFC.

6. Conditions Precedent to Disbursement

6.1. NOHFC's obligation to provide any disbursement of the Contribution under this Agreement is subject to the satisfaction of the following conditions precedent (in form and substance satisfactory to NOHFC):

- (a) NOHFC shall have received copies of the insurance certificate(s) as required by Section 10.3 and other documents as may be requested in Article 10;
- (b) NOHFC shall have received such information about the Intern as it may reasonably require (but not any personal information, as defined in the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the disclosure of such personal information has been consented to by the Intern), including any declaration or certification forms from the Intern and/or the Employer that NOHFC may require in order to verify that the Intern is an Eligible Candidate; and
- (c) NOHFC shall have received a completed electronic funds transfer form authorizing NOHFC to deposit the funds into the Employer's designated bank account by way of electronic funds transfer.

7. Representations, Warranties, and Covenants

7.1. The Employer represents, warrants, and covenants that:

- (a) it has hired the Intern through a fair and transparent selection process, which includes having publicly posted the job advertisement for the internship, and it will provide a copy of the publicly posted job advertisement to NOHFC at its request;
- (b) it is, and shall remain during the term of this Agreement, a validly existing legal entity with full power to enter into and fulfill its obligations under this Agreement, and it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
- (c) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to fulfill its obligations under the Agreement;
- (d) all information provided in, or in support of, the Employer's application to NOHFC for funding related to this Agreement was, and shall remain during the term of this Agreement, true and complete in all material respects;
- (e) it is, and shall remain during the term of this Agreement, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licenses, permits, codes, regulations, rules or other items having the force

of law, and any applicable determinations, interpretations, rulings, orders, or decrees of any governmental authority or arbitrator that are legally binding at the time; and

- (f) it is, and shall remain during the term of this Agreement, in compliance with all of its obligations to pay or remit, as required, MERCs to the applicable persons or authorities as contemplated by law.

8. Default

8.1. Each of the following constitutes an "**Event of Default**" under this Agreement:

- (a) if the Employer becomes bankrupt or insolvent, goes into receivership, or becomes the subject of any proceeding under, or applies for the benefit of, any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces serious financial difficulty;
- (b) an order is made, or resolution passed, for the winding up of the Employer, or the Employer is dissolved or, in the sole opinion of NOHFC, the nature of the Employer's operations change such that the Employer no longer meets one or more of the applicable eligibility requirements of the NOHFC program under which it applied;
- (c) the Employer ceases to operate in Northern Ontario;
- (d) in the sole opinion of NOHFC, the Employer has submitted false or misleading information to NOHFC, or otherwise makes a misrepresentation to NOHFC, including in connection with the Employer's application for funding, in a Request for Reimbursement, or at any other time;
- (e) if any representation or warranty provided to NOHFC (herein or otherwise, including in connection with the Employer's application for funding) by, or on behalf of, the Employer is incorrect in any material respect on the date on which such representation or warranty was made;
- (f) if, in the sole opinion of NOHFC, the Employer breaches any covenant, or any other term or condition of this Agreement;
- (g) the Employer fails to comply with any term, condition, or obligation under any other agreement with NOHFC or a Provincial Entity; or
- (h) in the sole opinion of NOHFC, there is a material adverse change in risk.

8.2. Following the occurrence of any Event of Default, NOHFC may:

- (a) immediately suspend its obligation to make any further disbursements of the Contribution;
- (b) reduce the Maximum Funds;
- (c) cancel all further disbursements of the Contribution;
- (d) demand the repayment of an amount equal to that portion of the Contribution that NOHFC provided to the Employer;

- (e) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (f) exercise any other rights or remedies available to it under applicable law.

Additionally, the Employer acknowledges that NOHFC may consider the Employer's performance of this Agreement, or any Event of Default hereunder, in connection with its evaluation of any future applications by the Employer or related parties for NOHFC funding.

9. Records and Monitoring

- 9.1. The Employer shall maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices, books of account, and evidence of payment or remittance, as applicable, of Eligible Costs) relating to this Agreement, the Position Details, or the Intern in a manner consistent with generally accepted accounting procedures.
- 9.2. NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' notice to the Employer and during normal business hours, enter upon the Employer's premises and the Intern's work site to review the progress of the Position and the Employer's expenditure of the Contribution, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:
 - (a) inspect and copy the records and documents referred to above; and
 - (b) conduct an audit or investigation of the Employer in respect of the expenditure of the Contribution and/or the hiring, training, supervision and payment of the Intern.
- 9.3. To assist in respect of the rights set out above, the Employer shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 9.4. For greater certainty, NOHFC's audit rights in this Agreement are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 9.5. If NOHFC or the Auditor General of Ontario believes that there are inaccuracies in or inconsistencies between any information submitted to NOHFC and the Employer's financial records and books of account, NOHFC or the Auditor General of Ontario may request, and the Employer shall provide at its own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General of Ontario, as applicable, in form and content, and address:
 - (a) the Contribution received to date;
 - (b) the Eligible Costs incurred by the Employer to date;
 - (c) whether the Eligible Costs were incurred in accordance with this Agreement; and

- (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9.6. No provision of this Agreement shall be construed to give NOHFC any control whatsoever over the Employer's records or documents.

10. Indemnity and Insurance

- 10.1. The Employer shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, 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 this Agreement or otherwise in respect of the Employer, the Intern or the Position.
- 10.2. The Employer represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater or the equivalent), and that it has, and shall for the term of the Agreement, comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out obligations similar to the obligations required of the Employer under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, which commercial general liability policy shall include:
 - (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation or material change.
- 10.3. The Employer shall provide NOHFC with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in Section 10.2. Further, upon request by NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 10.4. Without limiting the terms of Subsection 7.1(e), if the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer shall at all times throughout the employment of the Intern pay all amounts payable under such Act to the Workplace Safety and Insurance Board (WSIB) when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

11. Termination on Notice

11.1. NOHFC may terminate this Agreement at any time and for any reason without liability, penalty, or costs upon giving at least 30 days' notice to the Employer.

- 11.2. If NOHFC terminates this Agreement pursuant to Section 11.1, NOHFC may cancel further instalments of the Contribution that would otherwise have been payable after the effective date of termination.

12. Repayment and Set Off

- 12.1. If the Employer owes any monies, including any portion of the Contribution, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Employer, and the Employer shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise. NOHFC may charge the Employer interest on any monies owing by the Employer at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 12.2. If the Employer is or becomes indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount owing to the Employer under this Agreement and to reduce the total amount of the Contribution payable to the Employer by such amount.

13. Acknowledgements

- 13.1. The Employer acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Position or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 13.2. The Employer acknowledges that this Agreement is not an employment agreement, and that the Employer is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Employer shall not take any actions that could establish or imply such a relationship. The Employer further acknowledges that NOHFC has no responsibility for, no relationship with, and no liability for the actions of, the Intern.
- 13.3. The Employer acknowledges and confirms that it is solely responsible for the identification and recruitment of Eligible Candidates for the Position and the selection of the intern to fill the Position.
- 13.4. The Employer is responsible for any cost overruns related to the Position.

14. Notices

- 14.1. Any notices or communications to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, courier service, fax, or e-mail and shall be addressed as follows (or as either party may otherwise designate to the other upon notice):

	NOHFC	EMPLOYER
Full Legal Name	Northern Ontario Heritage Fund Corporation	THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN
Address	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	7 Third Avenue, PO Box 217 Whitney Ontario K0J 2M0
Contact Name	John Guerard	Bryan Martin
	Executive Director	CAO/Clerk-Treasurer
Facsimile	1 (705) 945-6701	
E-mail	NOHFC.FinancialServicesUnit @ontario.ca	clerk@southalgonquin.ca

14.2. Notices given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, then on the first business day thereafter. Any notice given by fax or e-mail on a business day before 4:00 p.m. shall be deemed to have been given and received on such business day, and otherwise shall be deemed to have been given and received on the first business day following transmission.

15. Other Terms and Conditions

15.1. The rights and obligations of the Employer under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which consent may be withheld in NOHFC's sole discretion.

15.2. This Agreement may only be amended by: (i) a written agreement duly executed by the parties, or (ii) e-mail transmission, where the proposed amendments to the Agreement are set out in an e-mail by an authorized representative of NOHFC and an authorized representative of the Employer indicates its acceptance of the amendments by return e-mail.

15.3. The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Employer shall not operate as a waiver or release thereof or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective and shall be limited only to the specific breach waived.

15.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any invalid provision shall be deemed to be severed.

15.5. All rights and obligations contained in this Agreement will extend to and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

15.6. The rights and remedies of NOHFC 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.

15.7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.

- 15.8. The provisions of this Agreement marked as Article 1, Section 3.4(b), Section 3.5, Section 4.4, Section 4.5, Section 8.1, Sections 8.2(d) and (f), Article 9, Section 10.1, Section 11.2, Article 12, Article 13, Article 14, Section 15.3, Section 15.4, Section 15.5, Section 15.6, Section 15.7, Section 15.8, Section 15.9 and Section 15.10 and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of this Agreement and continue in full force and effect for a period of 7 years thereafter.
- 15.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.10. This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words "execution," "signed," "signature," and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

[Signature page follows]

The parties have executed this Agreement as of the date first stated above.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

Name: John Guerard
Title: Executive Director

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

Name:
Title:

Name:
Title:

I/We have authority to bind the Employer.

SCHEDULE A

POSITION DETAILS**

A. POSITION DESCRIPTION

TITLE: Community Development Intern

DESCRIPTION:

- Assist in planning and supporting local tourism initiatives and promotions.
- Liaise with tourism organizations, operators, and local businesses to strengthen partnerships.
- Support community groups in organizing events and activities that enhance local engagement.
- Conduct research and outreach related to housing needs, providers, developers, and funding opportunities.
- Help coordinate economic development projects and community improvement strategies.
- Prepare communications materials such as reports, newsletters, and social media content.
- Attend municipal and stakeholder meetings; take notes and support follow-up actions.
- Participate in the Sustainable Northern Ontario Economic Development (SNOED) course through Nipissing University.

B. WORK TERM*

*** Note:** Start date cannot be earlier than **June 10, 2025**

C. FINANCIAL INFORMATION

NUMBER OF WEEKS OF WORK	NUMBER OF HOURS OF WORK PER WEEK	HOURLY PAY RATE	WEEKLY WAGES (NOT INCLUDING MERCS)	TOTAL WAGES (NOT INCLUDING MERCS)	MERCs ELIGIBLE AMOUNT (15% OF TOTAL WAGES)	TOTAL WAGES (INCLUDING MERCS)	MAXIMUM NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS
52	35	\$ 23.76	\$831.60	\$43,243.20	\$6,486.48	\$49,730.00	\$35,000.00	70.38%

**** Note:** Pursuant to Section 3.2, the Employer may not make any changes to the Position Details without NOHFC's prior written consent. For clarity, this includes not making any changes to the position description in Section A, the Work Term in Section B and the financial information in Section C of this Schedule A.

SCHEDULE B
REQUEST FOR REIMBURSEMENT FORM

This request for reimbursement form should be completed by the Employer and returned to the project officer assigned to the Employer by NOHFC. It must be accompanied by documentation evidencing the payment of the Intern's gross salary or wages claimed for the period covered in this form (e.g. pay stubs, pay register, etc. showing gross wages and deductions; but noting that Excel spreadsheets, Payroll Deductions Online Calculator and bank statements are NOT acceptable as documentary evidence, unless accompanied by cancelled cheques for each pay period). If this is a final request for reimbursement, then a Final Report (Schedule C) must accompany this form.

General Information				Internship Claim			
NOHFC File Number: 74002916				1st Claim <input type="checkbox"/>	Final Claim <input type="checkbox"/>		
Position: Community Development Intern				Pay Period covered From: _____	Pay Period covered From: _____		
Employment Start Date: _____				To: _____	To: _____		
				Last Date Intern Worked Under Project/Internship: _____			
Employer Profile							
Employer Name: THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN				Contact Name: _____			
Contact Number(s): _____							
Funding Calculations							
Maximum NOHFC Contribution: \$ _____				Claims to Date: \$ _____			
Claim Calculation (reference note below for Eligible Costs)							
(A)	(B)	(C)	(D)	(E)	(F)	Total Request for Disbursement (this claim)	
Total Weeks Worked	Total Hours per Week	Hourly Pay Rate	Weekly Wages (not including MERCs) (B) x (C)	Total Wages (not including MERCs) (D) x (A)	15% added to Total Wages for MERCs (E) X 1.15	(F) x NOHFC Percentage*	
weeks	hours	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

*Amount claimed in this Request for Reimbursement Form together with all previous disbursements to date cannot exceed the Maximum Funds.

Note: "Eligible Costs" means (i) the Actual Wages, and (ii) 15% of the Actual Wages, representing MERCs, where:

"Actual Wages" means gross salary or wages paid by the Employer to the Intern for a maximum of 52 weeks of work during the Work Term, including statutory holiday pay, but excluding all MERCs, and

"MERCs" means mandatory employment related costs required to be paid or remitted by the Employer in accordance with applicable law (including mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums), but excluding statutory holiday pay.

For Office Use Only

Eligible Costs on this Claim: \$ _____	x	Percentage of Eligible Costs payable by NOHFC: % _____	=	Amount Claimed from NOHFC: \$ _____
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Certification by Employer

The undersigned hereby certifies that:

- (a) all expenditures reported in this form are Eligible Costs as defined in the Agreement;
- (b) the Employer is in compliance with all of its obligations to pay or remit, as required, MERCs to the applicable persons or authorities as contemplated by law;
- (c) the Intern is an Eligible Candidate;
- (d) the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
- (e) no Event of Default has occurred and is continuing as of the date set out below; and
- (f) all of the Employer's obligations to date, as set out in the Agreement, have been satisfied.

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

By: _____

I have authority to bind the Employer.

Date

Title

SCHEDULE C

Final Report

NOHFC File Number: 74002916

Employer: THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

Internship position title: Community Development Intern

This Final Report is provided pursuant to the Conditional Contribution Agreement between the Northern Ontario Heritage Fund Corporation and **THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN** in respect of NOHFC File Number **74002916**

Have the objectives of the Position been met? Please use Schedule A as a reference.

What is the employment status of the Intern hired under the program?

- Intern was hired by our organization
- Intern has secured employment at another organization:
 - In Northern Ontario
 - Outside Northern Ontario
- Intern returned to school
- Intern returned to the intern's home community
- The Employer cannot fund the position going forward
- None of the above – please explain: _____

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

By: _____

I have authority to bind the Employer.

Date

Name (Print)

Title

**NORTHERN ONTARIO HERITAGE FUND CORPORATION
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION FORM**

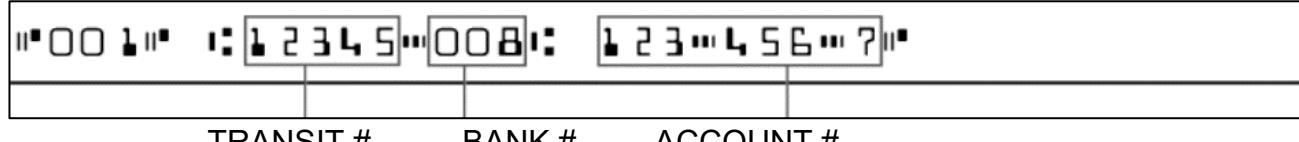
** to deposit funds into your account**

PROJECT NUMBER: 74002916

EMPLOYER NAME (the "Employer"): THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

FINANCIAL INSTITUTION INFORMATION		
ACCOUNT HOLDER NAME		
FINANCIAL INSTITUTION		
FINANCIAL INSTITUTION ADDRESS		
CITY	PROVINCE	POSTAL CODE
TRANSIT # 5 DIGITS	BANK # 3 DIGITS	ACCOUNT # 7-12 DIGITS

Cheque Example:



I hereby authorize Northern Ontario Heritage Fund Corporation to deposit funds electronically, pursuant to the loan and conditional contribution agreement or conditional contribution agreement (as the case may be) between NOHFC and Employer, into the bank account described above.

NAME: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

Attach one of the following displaying your legal name and account information:

- Void Cheque
- Signed or stamped bank letter

Please note:

- A signed EFT form with void cheque is required for each project before a disbursement is made.
- Payment notifications and details are issued to Employer via automated e-mail:

E-mail Address: _____

Note: Bank counter cheques or cheques with hand written information are not acceptable.

Please e-mail this form and a copy of a void cheque to
Northern Ontario Heritage Fund Corporation at NOHFC.FinancialServicesUnit@ontario.ca.

CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN BY-LAW NO. 2026-856

**Being a By-Law to authorize the Mayor and CAO/Clerk-Treasurer
to sign a funding agreement with His Majesty the King in right of Ontario as
represented by the Solicitor General**

WHEREAS the Township of South Algonquin was approved for a Fire Protection Grant upon execution of the Agreement attached hereto.

AND WHEREAS the Township of South Algonquin, deems it expedient to enter into a funding agreement between the Township and His Majesty the King in right of Ontario as represented by the Solicitor General

NOW THEREFORE the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

1. **THAT** the Mayor and CAO/Clerk-Treasurer is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

READ A FIRST AND SECOND TIME this 14th day of January 2026.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

READ A THIRD TIME AND PASSED AND ENACTED this this 14th day of January 2026.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

By signing this by-law, Mayor LaValley has granted approval and will not exercise the power to veto this by-law under Strong Mayor Powers

ONTARIO FIRE PROTECTION GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the

(The “Effective Date”)

B E T W E E N:

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(referred to as the “Province”)

- and -

CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

(the “Recipient”)

CONSIDERATION

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

1.0 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 This Agreement may be amended upon the agreement of all Parties, which shall be executed in writing.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

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

(f) the Province is bound by the Financial Administration Act (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,

- (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
- (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Carrie Clark

Title: Deputy Fire Marshal

CORPORATION OF THE TOWNSHIP OF
SOUTH ALGONQUIN

Date

Name:

Title:

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 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 His Majesty the King in right of Ontario, His 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.

“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” and as may be amended from time to time.

“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 is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and

provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

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

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

- (a) procedures to enable the Recipient's ongoing effective functioning;
- (b) decision-making mechanisms for the Recipient;
- (c) procedures to enable the Recipient to manage Funds prudently and effectively;
- (d) procedures to enable the Recipient to complete the Project successfully;
- (e) 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;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (g) 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 with Funds 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 designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution;
 - (ii) is in the name of the Recipient; and
 - (iii) is registered in TPON.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient 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 Carrying 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;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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 Interest, 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 set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

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

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with

an actual, potential, or perceived conflict of interest;

- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTING, 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 set out in Schedule “B”:
 - (i) all Reports in accordance with the timelines and content requirements set out 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
 - (ii) signed by an authorized signing officer of the Recipient.

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

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

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

any of the following:

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

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

- (a) inspect and copy any records and documents referred to in section A7.3; 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 to give the Province any control whatsoever over any of the Recipient's records.

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

- (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;

- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province; and
- (d) obtain prior written approval from the Province before using any logo or symbol of the Government of Ontario, the Ministry of the Solicitor General or the Office of the Fire Marshal in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 Notice of Project-Related Communications. Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

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

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

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

A10.2 Proof of Insurance. The Recipient will,

- (a) provide to the Province, either,
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by 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. This Agreement may be terminated by the Province at any time without liability, penalty, or costs upon giving at least thirty (30) days prior written Notice to the Recipient.

A11.2 When Termination Effective. Termination under Article A11.1 will take effect as provided for in the Notice.

A11.3 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 installments 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 the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b);
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

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

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 Recipient not Remedying. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

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

A13.0 FUNDS 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, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in

the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

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

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

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

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 at the address set out 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, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

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

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

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 heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King 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 more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

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 His Majesty the King in right of Ontario or one of His agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

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

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, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A.8, Article A8.0, Article A9.0, Article A10.0, 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	\$36,224
Expiry Date	March 31, 2026
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON L0L 1N0</p> <p>Fax: (705) 305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Aurel Thom</p> <p>Position: Fire Chief/CEMC</p> <p>Address: , , ,</p> <p>Phone: 613-637-2650</p> <p>Email: firechief@southalgonquin.ca</p>
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	<p>Name: Bryan Martin</p> <p>Position: CAO/Clerk Treasurer</p> <p>Address: , , ,</p> <p>Phone: 613-334-5923</p> <p>Email: clerk@southalgonquin.ca</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year two of the Fire Protection Grant focuses on firefighter health and safety (specifically, cancer prevention measures) minor infrastructure updates and support for Lithium-Ion Incident Responses. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified five categories of eligibility:

- Cancer Prevention – Equipment and Supplies (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)
- Lithium-Ion Incident Response – Equipment and Supplies (such as extinguishing agents, fire decontamination systems and safety solutions)

The grant application window opened August 13, 2025 and closed September 30, 2025.

CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN is approved for \$36,224

Funding to support the purchase of Purchase Decon Washer and Decon Dryer. Renovations to fire hall to construct new washroom with 2 shower stalls for decon..

SCHEDULE “D” BUDGET

Funding will be provided to CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN upon execution of this Agreement.

Funding will be provided to CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN explicitly for the purchase of one, or a combination of, the items prescribed within the listed summary in Schedule “C”. Copies of all invoices and receipts for said items will be provided to the Office of The Fire Marshal as part of the Report Back described in Schedule “F” that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2026. Subsequently, the funds must be spent by the municipality by the end of Provincial Financial Quarter Three (Q3) (December 31, 2026).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE “F” REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received, through the Transfer Payment Ontario or as otherwise directed, by the end of Provincial Financial Quarter, Q3, to outline how the grant funding was utilized, and the benefit(s) seen at the department level.

As part of the report back, the municipality is required to provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule “C”.

**CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN**
BY-LAW NO. 2026-857
**BEING A BY-LAW TO CONFIRM
THE PROCEEDINGS OF COUNCIL**

WHEREAS Section 5(1) of the Municipal Act 2001, Chapter 25 and amendments thereto provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS Section 5(3) of the Municipal Act 2001 Chapter 25 and amendments thereto provides that the powers of every council shall be exercised by By-Law;

AND WHEREAS it is deemed necessary and expedient that the proceedings and actions of the Council of the Corporation of the Township of South Algonquin be confirmed and adopted by By-Law, for the regular meeting held on:

January 14, 2026

THEREFORE, the Council of the Corporation of the Township of South Algonquin enacts as follows:

1. THAT the action of the Council of the Corporation of the Township of South Algonquin in respect to each recommendation contained in the reports of the Committees and in respect to each motion, resolution and other action passed and taken by the Council at its said open meeting, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. The Mayor or in her absence, the Presiding Officer of the Council and the proper officials of the Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required.
3. The Mayor or in his/her absence the Presiding Officer and the Clerk or in his/her absence the other designated signing officer, are hereby directed to execute all documents required by Statute to be executed by them, as may be necessary in that behalf and to affix the Corporate Seal of the Municipality to all such documents.
4. THAT in the event any provision or provisions of this By-Law be deemed illegal or not enforceable, it or they shall be considered separate and severable from the By-Law, and its remaining provisions shall remain in force and be binding as though the said provision or provisions had never been included.

READ A FIRST AND SECOND TIME on January 14, 2026.

Ethel LaValley- Mayor

Bryan Martin-CAO/Clerk Treasurer

READ A THIRD TIME, PASSED AND ENACTED on January 14, 2026.

Ethel LaValley- Mayor

Bryan Martin-CAO/Clerk Treasurer

By signing this by-law, Mayor LaValley has granted approval and will not exercise the power to veto this by-law under Strong Mayor Powers