

ONTARIO TRANSFER PAYMENT AGREEMENT

TPON Case No.: 2025-09-1-3293930720

Other File No.: 2025-26-009

Project Name: Heart Lake Road Wetlands Connectivity Project

THE AGREEMENT is effective as of January 5, 2026

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO as
represented by the Minister of the Environment, Conservation
and Parks**

(the "Province")

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

(the "Recipient")

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports.

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and

[INTENTIONALLY LEFT BLANK]

- (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.

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of the Environment,
Conservation and Parks**

Date

Name: Chloe Stuart
Title: Assistant Deputy Minister, Land and Water Division

THE CORPORATION OF THE CITY OF BRAMPTON

24/03/2026

Nash Damer

Date

Name: Nash Damer
Title: Treasurer

I have authority to bind the Recipient.

Approved as to form: <div style="text-align: center;"><u> NN </u></div> Legal Services 17/03/2026	Approved as to form: <div style="text-align: center;"><u> SG </u></div> Planning, Building, & Growth Management 18/03/26
Document execution authorized by Administrative Authority By-Law No.: 216-2017	

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

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

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

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

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes 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 amount of funding set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it 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) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports

required pursuant to Article A7.0; and

- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, 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 the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section 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 for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

- A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
- (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only 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 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 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address 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;
- (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:

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

A9.0 INDEMNITY

A9.1 **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. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

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

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

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

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

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

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

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

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

A12.4 Recipient not Remediating. 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, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article 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

Project Specific Information

PROJECT SPECIFIC INFORMATION	
Maximum Funds	\$1,190,345.35
Expiry Date	90 days after the final report due date in Schedule "F"
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$1,000.00
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to the Province	<p>Ministry of the Environment, Conservation and Parks Great Lakes and Inland Waters Branch / Great Lakes Office 10th Floor, 40 St. Clair Ave W, Toronto, ON M4V 1M2</p> <p>Attention: Natasha Leahy, A/Senior Policy Advisor, Great Lakes Email: natasha.leahy@ontario.ca Telephone: 705-313-3623</p>
Contact information for the purposes of Notice to the Recipient	<p>The Corporation of the City of Brampton 2 Wellington Street W Brampton, ON L6Y 4R2</p> <p>Attention: Casey Hannivan, Grants Advisor Email: casey.hannivan@brampton.ca Telephone: 437-335-4924</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: Nash Damer Position: Treasurer Address: 2 Wellington Street, Brampton, Ontario, L6Y 4R2 Email: nash.damer@brampton.ca Telephone: 647-290-4631</p>
Recipient's Canada Revenue Agency Business Number	122713563

Recipient's Alternate ID issued by TPON (if no Canada Revenue Agency Business Number)	N/A
Recipient's TPON Registration ID	12272

Additional Provisions

B.1 [intentionally deleted to preserve numbering]

B.2 The following subsection is added to section 5.1:

- (g) the Funds are being provided to the Recipient in furtherance of a public purpose as determined by the Province.

B.3 The following article is added following Article 5.0:

6.0 EXECUTION AND TRANSMISSION METHOD

6.1 Each of the signatories to this Agreement acknowledge that providing their name on the applicable signature line in electronic form will constitute a signature for the purposes of the *Electronic Commerce Act, 2000, S.O. 2000, c. 17*, as amended.

6.2 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

B.4 The following subsections are added to section A1.1:

- (f) any reference in this Agreement to all or any part of any statute or regulation shall, unless otherwise expressly stated, be a reference to that statute or regulation or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.
- (g) where any sections in this Agreement have been modified to add or delete an item from a list, the "and" or "or" conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.

B.5 The following definitions are added to section A1.2 in alphabetical order:

"Ecoregion 6E" means a unique area of land and water that is defined by a characteristic range and pattern in climatic variables, including temperature,

precipitation, and humidity. The area extends from Lake Huron in the west to the Ottawa River in the east and includes most of the Lake Ontario shore and the Ontario portion of the St. Lawrence River Valley. It also includes Manitoulin, Cockburn, and St. Joseph's Islands in Lake Huron.

“Good Standing with Environmental Laws” means (a) within one (1) year prior to the Effective Date not having been convicted under any statutes and associated regulations administered by the Ontario Minister of the Environment, Conservation and Parks, and (b) not having any ongoing appeals to convictions under such statutes and regulations. A list of public statutes and ministers responsible can be found at <https://www.ontario.ca/laws/public-statutes-and-ministers-responsible>.

“Good Standing with Labour Laws” means not having been convicted of an offence under the *Occupational Health & Safety Act* (Ontario), *Workplace Safety and Insurance Act, 1997* (Ontario) or the *Employment Standards Act, 2000* (Ontario) in a proceeding commenced under Part III of the *Provincial Offences Act* (Ontario) within one (1) year prior to the Effective Date.

“Good Standing with Tax Laws” means (a) not being in default of filing a return under a tax statute administered and enforced by the Government of Ontario; (b) not being in default of paying any tax, penalty or interest assessed under any such statute or, if in default, payment arrangements have been made; and (c) not being in default of filing a return under the *Taxation Act, 2007* (Ontario), the *Income Tax Act* (Canada), Part IX of the *Excise Tax Act* (Canada) or a statute of another province or territory that imposes a tax on corporations and is administered and enforced by the Canada Revenue Agency.

“ha” means hectares, a unit of measure for areas of geographical features such as wetlands.

“Habitat” has the same meaning as in the *Endangered Species Act, 2007* (Ontario).

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

“Payment Plan” means the payment plan attached to the Agreement as Schedule “E”.

“Project Event” means any event being held by the Recipient to announce the Project, a major milestone of the Project, or the results of the Project.

“SAR” means species listed on the Species at Risk in Ontario List, as that term is defined in the *Endangered Species Act, 2007* (Ontario) and set out in Ontario Regulation 230/08 made under that Act.

“TPON” means the Government of Ontario's Transfer Payment Ontario system.

“TRCA” means the Toronto and Region Conservation Authority.

“Wetland Enhancement Project” means a project that improves the features or functionality of an existing wetland where needed, or results in expanding an existing wetland(s).

B.6 The following subsection is added to section A2.1:

- (e) it has and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern;
- (f) it is, and will continue to be for the term of the Agreement, in Good Standing with Environmental Laws, in Good Standing with Labour Laws, and in Good Standing with Tax Laws; and
- (g) it has, and will continue to have, the appropriate people, processes, and tools in place to ensure that information technology-related work is carried out securely, particularly with respect to the provisions of services online and the collection and storage of sensitive personal data.

B.7 Subsection A2.2(b) is deleted and replaced by the following:

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

B.8 The following subsection is added to section A2.3:

- (i) procedures to enable the Recipient to:
 - (i) identify information technology threats and risks, their potential impact, severity and likelihood and document them as part of security testing and evaluation;
 - (ii) identify, implement, and test security controls to mitigate vulnerabilities or minimize risks to information, systems, and resources;
 - (iii) document their ongoing efforts to treat (resolve, mitigate, or accept) risks throughout the technology lifecycle;
 - (iv) track and report regularly to executives on information technology threats and technology risks and vulnerabilities, and associated risk treatment efforts; and

- (v) ensure that information technology systems can meet the confidentiality, integrity, and availability requirements as identified by the Recipient for all types of information and that the information technology systems can adequately safeguard or dispose of information according to its sensitivity level.

B.9 The following section is added to Article A2.0:

A2.5 TPON. The Recipient represents, warrants, and covenants that:

- (a) it has completed its registration in the TPON; and
- (b) it will update its information in TPON as needed to maintain accuracy.

B.10 Subsection A4.1(b) is deleted and replaced by the following:

- (b) provide the Funds to the Recipient in accordance with the Payment Plan, each payment being conditional upon the corresponding criteria being met and subject to adjustment pursuant to the terms and conditions of the Agreement including sections A4.10 and A4.12; and

B.11 [intentionally deleted to preserve numbering]

B.12 The following subsection is added to section A4.2:

- (d) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient is in Good Standing with Environmental Laws, in Good Standing with Labour Laws and in Good Standing with Tax Laws as the Province may request pursuant to section A2.4, in a form as specified by the Province from time to time.

B.13 [intentionally deleted to preserve numbering]

B.14 [intentionally deleted to preserve numbering]

B.15 Article A4.0 is amended by adding the following new sections:

A4.7 Project Over Budget. The Recipient acknowledges that subject to section A4.11, should Project expenses exceed the amount of the Funds allocated per expense line in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

A4.8 Limitation Period. The Funds are being provided to the Recipient under a transfer payment funding program which is an economic program as contemplated under subsection 16(2) of the *Limitations Act, 2002*

(Ontario). The Parties acknowledge that the Agreement constitutes a business agreement under section 22 of the *Limitations Act, 2002* (Ontario) and that it is the intention of the Parties for no limitation period to apply in connection with the Agreement.

A4.9 Intellectual Property. The Province is not the owner of any intellectual property generated as a result of the Agreement.

A4.10 Cash Flow Management. In order to more accurately reflect the Recipient's anticipated cash flow needs (as conveyed to the Province), the Province may delay or divide any instalment of the Funds set out in the Payment Plan. If the instalment amount is so delayed or divided by the Province, the Recipient may request another payment by providing Notice to the Province including a cash flow forecast until the next Report is due and confirmation of the amount of the Funds already spent to date. The Province may provide another payment based on the information so provided.

A4.11 Budget Flexibility. Despite subsection A4.3(c), the Recipient may apply limited Budget flexibility as described in section D.2.1 of Schedule "D".

A4.12 Verification. The Province may delay payment of any instalment of the Funds set out in the Payment Plan until the Province is satisfied with any supporting documentation requested and received to verify information provided through Reports or other reports.

B.16 Section A5.1 is amended by deleting the words "goods, services, or both" and replacing them with the words "goods, services or any other expense items identified in the Budget table in section D.1 of Schedule "D"".

B.17 Section A5.2 is amended by deleting the words "sell, lease, or otherwise dispose" and replacing them with the words "sell, lease, charge or otherwise dispose".

B.18 Article A5.0 is amended by adding the following new section:

A5.3 Termination Provisions. Further to section A5.1, if the Recipient acquires goods, services, or any other expense items identified in the Budget table in section D.1 of Schedule "D" with the Funds, the Recipient will use best efforts to include in any associated agreement, a termination provision that enables the Recipient to wind down the Project in a reasonable manner at minimal cost.

B.19 Article A7.0 is amended by adding the following new sections:

A7.9 Purpose of Receiving Reports. For clarity, the Province receives Reports or other reports to confirm whether the Recipient is meeting the

terms and conditions of the Agreement. The Province does not derive any advice, data or other benefit from such Reports or other reports.

A7.10 Site Visits. The Province or any authorized representative may, at the Province's expense, upon twenty-four hours' Notice to the Recipient, conduct one or more site visits during normal business hours to one or more locations where Project activities are taking place, to review the progress of the Project. The Recipient agrees to arrange and facilitate virtual site visits in lieu of in-person site visits should the Province so request.

B.20 Subsection A8.1(a) is deleted and replaced by the following:

(a) acknowledge the support of the Province for the Project using the statement "This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material.";

B.21 Article A8.0 is further amended by adding the following new sections:

A8.2 Open Data. Subject to applicable laws, the Recipient gives its consent to the Province for the public release of any information provided under this Agreement including but not limited to the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds, amount of Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient, Budget and any analysis, audit or evaluation reports relating to the Project or to the Agreement performed by either Party. However, the Province and the Recipient agree that such permission does not apply to the following: NIL.

A8.3 Disclosure. The Recipient shall not publicly disclose being notified of a successful application for the Funds, negotiating, drafting or entering into the Agreement, or receiving the Funds until permitted by the Province. For clarity, after the Province has (a) made a public announcement concerning the Funds and/or the Agreement, or (b) provided permission that the Recipient may publicly disclose being notified of a successful application for the Funds and the Recipient has made a public announcement, no further permissions are required from the Province for subsequent Recipient disclosures except as described in section A8.4 (News release).

A8.4 News release. The Recipient will acknowledge the support of the Province for the Project by issuing a minimum of one (1) news release through a third-party platform (social or traditional media) as permitted by the Province. At least fifteen (15) business days in advance of publication (or lesser time if agreed to by the Province), the Recipient will provide a draft of the news release to the Province for review and comment to ensure

compliance with the Agreement. In particular, the Recipient will ensure that in drafting the news release, the Recipient will ensure compliance with section A20.1 (Parties Independent) of Schedule "A" to the Agreement. The Province may provide relevant government messaging such as a Minister's quote for the Recipient to consider including in their news release.

- A8.5 **Social media.** For digital communications that the Recipient posts on social media about the Province's support of the Project, the Recipient will tag the Province where appropriate. The Recipient may contact the Province to request support by the Province for its social media communications (e.g., re-tweeting).
- A8.6 **Use of Government of Ontario Logo.** The Recipient may only use the Government of Ontario logo by requesting and obtaining written approval from the Province. The placement of the logo on the Recipient's materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.
- A8.7 **Project Events.** The Recipient will notify the Province of any planned Project Events at least one (1) month prior to the Project Event (or lesser time if agreed to by the Province) and, at that time, will extend an invitation to the Minister of the Environment, Conservation and Parks to attend the Project Event at the Province's expense. The Recipient acknowledges that the Minister of the Environment, Conservation and Parks reserves the right to decline any invitation.
- A8.8 [intentionally deleted to preserve numbering]
- A8.9 **Additional Signage.** The Recipient acknowledges that the Province may require the display of signs to be designed, produced and installed at the Province's expense at one or more Project sites indicating the Province's financial contribution to the Project ("**Additional Signage**"). Should the Province require Additional Signage, the Recipient agrees to:
- (a) ensure that the appropriate permission from all landowners is obtained to allow for the installation of Additional Signage on the applicable Project sites;
 - (b) arrange the placement of the Additional Signage in accordance with direction from the Province. The Recipient will ensure that the appropriate provincial and municipal authorities are consulted on the location of the Additional Signage, and installation permits are secured (permit fees to be at the Province's expense), if applicable;
 - (c) maintain the Additional Signage in a good state of repair (e.g. cleaning) and facilitate the installation of replacement Additional

Signage in the event of damage (the cost of such replacement signage to be borne by the Province);

- (d) provide the Province with photographs of the Additional Signage at each of the applicable Project sites once on display;
- (e) make adjustments or address issues related to the Additional Signage as advised by the Province; and
- (f) remove the Additional Signage if so directed by the Province prior to the expiry of the Agreement and, in any event, following the expiry of the Agreement, all at the Province's expense.

For clarity, the Recipient may not use the Funds to carry out any services being performed for the Province. Should the Recipient intend to charge the Province for services related to this section A8.9, the Recipient will inform the Province of same and the Province and the Recipient agree to negotiate a separate agreement to reflect the fee being charged, if any.

B.22 [intentionally deleted to preserve numbering]

B.23 The following subsections are added to section A12.1:

- (e) the Recipient fails to respond to any inquiry of the Province pertaining to the *Public Sector Salary Disclosure Act, 1996* (Ontario).
- (f) in the opinion of the Province acting reasonably, the Project as carried out by the Recipient no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds.

B.24 The following subsection is added to section A12.2:

- (k) demand the repayment of an amount equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsection (f), (g) or (h), or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default;

B.25 The following subsections are added to section A15.1:

- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (a) or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on said amount based on the then

current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;

- (d) demand that the Recipient pay an amount to the Province equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsection (b) or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (e) deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Recipient pay an amount equal to the amounts referred to in both subsection (b) and (d).

B.26 Article A16.0 is amended as follows:

- (a) The word “fax” is hereby deleted from subsections A16.1(b) and A16.3(b);
- (b) Subsection A16.2(b) is hereby deleted and replaced by the following:
 - (b) [intentionally deleted to preserve numbering]
- (c) A new section is added following Section A16.3 (Postal Disruption):

A16.4 Notice by Telephone. For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule “B”.

B.27 The following sections are added to section A27.1, Survival, in chronological order: subsection A2.1(c), section A4.7, section A4.8, section A4.9, section A8.2, section A8.6, subsection A8.9(f), subsection A12.2(k), Article A29.0, Article A32.0, section A33.2, Article A35.0 and Article A37.0.

B.28 The following new provisions are added following Article A27.0 (Survival)

A28.0 CONTENTIOUS ISSUES

A28.1 Notification. The Recipient agrees to immediately notify the Province if it becomes aware of any contentious issue(s) related to the Project.

A29.0 FIRST NATION AND MÉTIS CONSULTATION

A29.1 Notification. The Recipient agrees to immediately notify the Province if any First Nation or Métis community raises any concerns about the Project

having a potential impact on constitutionally protected Aboriginal and treaty rights.

A30.0 ACCESSIBILITY AND INCLUSION

A30.1 Accessibility. As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for the Project, the Recipient should consider the accessibility needs of persons with disabilities in order to support people of all abilities having equitable and barrier-free access to programs and services funded by the Province. The Recipient will use best efforts to accommodate these needs when designing and undertaking the Project.

A30.2 Inclusion. As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for the Project, the Recipient should consider the concept of inclusion, recognizing, welcoming and making space for diversity, to support all persons accessing programs and services funded by the Province. The Recipient will use best efforts to incorporate inclusion into the Project.

A31.0 ENVIRONMENTAL INITIATIVES

A31.1 Meetings. As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, the Recipient will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

A31.2 Printing. As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for printing, the Recipient will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
- (b) print or copy double-sided and in black and white when printing or copying is necessary; and
- (c) purchase paper from environmentally responsible sources.

A32.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

A32.1 Permissions. The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

A32.2 Consent of Legal Guardian. The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

A33.0 STEERING COMMITTEE

A33.1 Steering Committee. If the Recipient forms a steering committee:

- (a) **Composition.** The composition of the steering committee will include such persons as the Recipient in its sole discretion determines appropriate and shall be structured by the Recipient so that any representatives of the Ontario government do not constitute the majority of the members of the committee.
- (b) **Recipient Control.** It is expressly agreed and understood that no Ontario government representative on the steering committee will have sole control or veto power over the steering committee or the Project.

A33.2 Limitation of Liability. If any of the Province's officers, directors, employees or agents are members of the steering committee, they shall not be liable to the Recipient or any of the Recipient's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Recipient) arising out of or in any way related to the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province's officers, directors, employees or agents.

A34.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

A34.1 MFIPPA. The Province acknowledges that the Recipient is bound by MFIPPA and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with MFIPPA.

A35.0 ANIMAL RESEARCH

A35.1 Permits and Other Approvals. If the Project involves the handling of animals in any way for purposes of research, the Recipient will ensure that it obtains and complies with any permits or other approvals required under the *Animals for Research Act* (Ontario) or other animal research legislation.

A36.0 SPECIES AT RISK PROTECTION

A36.1 Adverse Effects. In carrying out the Project, the Recipient will avoid and/or minimize adverse effects to SAR and their Habitats, including

adverse effects caused by the voluntary release of any communications, whether oral, written or visual, that could encourage or reasonably lead to adverse effects on SAR or their Habitats such as locations of SAR or information that may lead to discovery of the location of a SAR. The Recipient may contact the Province if it has concerns about the potential impact of its messaging. For clarity, this provision does not derogate from the Recipient's obligations under subsection A2.1(c), particularly in reference to the *Endangered Species Act, 2007* (Ontario).

A37.0 DATA PROVIDED BY THE PROVINCE

A37.1 Requirements. The Recipient agrees that if the Province provides the Recipient with any data as an in-kind contribution to the Project, the Recipient will not disclose the data without the prior written approval of the Province.

- END OF ADDITIONAL PROVISIONS -

SCHEDULE “C” PROJECT

C.1 BACKGROUND

Wetlands within Ontario are often described as the “kidneys of the landscape” because of their abilities to absorb, store and filter water before it reaches nearby waterways. Wetlands provide ecological goods and services that have important environmental, economic and social benefits including:

- improving water quality;
- mitigating stormwater impacts;
- increasing climate change resiliency;
- mitigating flood risk by reducing water sent downstream and protecting from drought by holding water when conditions are dry;
- providing and/or enhancing recreational and tourism opportunities, which are important for the well-being of Ontarians;
- supporting fisheries by providing habitats for fish spawning, breeding and nurseries;
- preserving and increasing habitat for endangered species and wildlife; and
- providing many other ecological goods and services such as sources of food and medicine which may be of cultural and spiritual significance for Indigenous communities.

Ontario has about 25% of all wetlands in Canada, about 35 million hectares in total, with most of these found today in northern Ontario. In many areas across Ontario, wetlands have been destroyed or degraded. In particular, southern Ontario has lost more than two thirds of the wetlands originally found in the region. Moreover, the trend is deteriorating, with a reported 7,303 hectares of wetlands lost between 2011 and 2015 in southern Ontario – a higher rate of loss than the preceding decade.

As wetlands continue to disappear, so do the many benefits they offer, such as improved water quality and stormwater flow management, ecosystem protection, preservation of habitat for endangered species and climate change resiliency.

The purpose of the Province’s Wetlands Conservation Partner Program (“WCPP”) is to conserve, restore and improve wetlands in Ontario. In 2025 the WCPP aims to protect and restoring wetlands in key geographic areas in southern Ontario and coastal wetlands on the shores of the Great Lakes.

C.2 PROJECT OBJECTIVE

The objectives of the Project are to maintain the total area (hectarage) of wetlands in Ontario and improve the function of existing wetlands infrastructure within the Heart Lake wetland complex in the Lake Ontario watershed in order to accrue the potential for a multitude of short- and long-term benefits to the immediate communities around these wetlands as well as to downstream waterbodies, communities and local businesses, including:

- improving water quality;
- supporting climate change resiliency;
- mitigating flood risks;
- improving biodiversity, including species at risk; and
- generating economic and social co-benefits such as job generation and increased local economic activity.

C.3 SCOPE OF PROJECT

The Recipient will co-ordinate, implement, and manage the Wetland Enhancement Project as identified in the main project list in Appendix C.1 (Wetland Enhancement Projects) to this Schedule “C”, subject to sections C.3.1 and C.3.6 below. The Project will be conducted by the Recipient’s management staff, environmental planning staff and engineering staff and engineering staff, together with TRCA, as further identified in section C.5, Project Participants.

The Project involves restoring hydrologic connectivity and improving flood conveyance across approximately 10 hectares of wetlands through shoreline regrading, culvert replacement, stormwater infrastructure upgrades, invasive species management, habitat enhancements, and native revegetation. The Project will be led by the City of Brampton and delivered with technical services provided by TRCA. The Project is intended to reduce roadway and upstream flooding, enhance wetland ecosystem function, and improve connectivity within the Heart Lake wetlands complex, which drains southward into Spring Creek.

Specifically:

C.3.1 Service Level Agreement with TRCA

The Recipient will enter into a service level agreement with TRCA, granting written consent for TRCA to access locations owned by the Recipient—namely, the Heart Lake Road Wetland Complex, which consists of lands owned by TRCA but subject to a 1967 management agreement with the City of Brampton—for the purpose of implementing the Wetland Enhancement Project identified in Appendix C.1.

C.3.2 Detailed Design and Implementation Planning

The Recipient, with support from TRCA, will work with municipal stakeholders, internal

departments, engineering specialists, and hired contractors to develop detailed designs and implementation plans for the Wetland Enhancement Project. Wetland and riparian enhancements will focus on:

- restoring natural hydrologic connectivity between wetland cells;
- improving habitat for wildlife, including SAR;
- stabilizing and enhancing wetland and shoreline areas;
- mitigating stormwater impacts and improving water quality; and
- increasing native vegetative cover and ecological resilience.

Detailed design deliverables will include: plans, profiles, cross sections, grading plans, elevations, erosion and sediment control plans, hydrologic/hydraulic design details, and site specific restoration and enhancement plans.

C.3.3 Required Assessments, Permits, and Approvals

The Recipient, in collaboration with TRCA, will ensure completion of all necessary environmental, ecological, and technical assessments (including but not limited to species surveys, arborist reporting where applicable, invasive species assessments, hydrologic modeling, and archaeological assessment where required by legislation or permitting pathways). The Recipient will apply for and obtain all permits, licenses, and approvals required to implement the Wetland Enhancement Project, which may include:

- Federal *Species at Risk Act* permit(s);
- Fisheries and Oceans Canada Request for Review;
- Provincial *Endangered Species Act, 2007* authorization(s);
- Provincial Wildlife Scientific Collector's Authorization;
- *Conservation Authorities Act* Section 28 permit (issued by TRCA);
- City of Brampton Road Occupancy Permit; and
- Acknowledgement and Consent Agreement with the Region of Peel for encroachment upon regional infrastructure.

C.3.4 Public Awareness and Community Engagement

The Recipient will ensure that the local community is informed of the Project. This will include posting Project information signage at the site; maintaining an up-to-date public facing Project webpage; and engaging with residents and stewardship groups (including outreach led through the City's Grow Green program and coordination with the Heart Lake Turtle Troopers).

C.3.5 Material Acquisition and Construction

The Recipient, in collaboration with TRCA, will retain heavy equipment contractors from TRCA's vendor of record who are experienced in wetland and natural area restoration (e.g., work in wetlands, streams, riparian corridors, and other sensitive natural features).

The Recipient will rent heavy equipment as required, including but not limited to trucks, trailers, excavators, loaders, pumps, cranes, and utility vehicles.

The Recipient will procure goods and materials necessary to implement the Wetland Enhancement Project, including but not limited to a box culvert, aggregate, soil and soil amendments, armour stone, erosion and sediment control materials, habitat enhancement structures (e.g., woody debris, turtle nesting mounds, basking logs), wildlife exclusion fencing, native seed and plant materials, herbicide for invasive species management, and other supplies required.

The Recipient will carry out the construction of the Wetland Enhancement Project, including:

- Culvert replacement: Replace the failed 600 mm culvert beneath Heart Lake Road with a precast box culvert. Replacing the culvert will require the road area to be re-paved.
- Wetland shoreline enhancement: Grade and stabilize wetland shorelines on both sides of the road.
- Habitat enhancement structures: Install woody debris, basking logs, and turtle nesting mounds.
- Wildlife fencing replacement: Replace approximately 737 metres of existing exclusionary fencing with custom chain-link wildlife fencing to reduce wildlife-road mortality and ensure long-term durability. This section will serve as a pilot segment to guide future upgrades along the corridor.

The Recipient will also undertake activities required to mitigate any risks associated with the Project, including locating and monitoring existing underground infrastructure (e.g., gas lines) to ensure no damage results from the Project.

All procurement and contracting under this section will comply with section A5.1.

C.3.6 Invasive Species Management and Native Planting

The Recipient, through TRCA, will undertake invasive species management activities in accordance with recognized best management practices. This will include targeted removal of species such as *Phragmites australis* and Common Buckthorn, followed by restoration through native seeding and planting to promote long term ecosystem resilience and establish high quality wetland and riparian habitat.

C.3.7 Additional Wetland Enhancement Projects

In addition to completing the Wetland Enhancement Project referred to in the main project list in Appendix C.1, the Recipient may undertake one or more additional Wetland Enhancement Projects.

These additional projects must:

- (a) Meet the objectives of the Project outlined in C.2 (Project Objective) and be located in Ecoregion 6E; and
- (b) Be completed within the timeframe for activities in section C.4. Timelines.

For clarity the additional projects cannot include the purchase of land. The additional

projects cannot have been started prior to the Recipient notifying the Province as described below.

Specifically in regard to additional projects, the Recipient and the Province agree as follows:

- The Recipient will notify the Province forthwith if the Recipient intends to undertake an additional Wetland Enhancement Project and will provide the Province with a description of the project including location (e.g. municipality), budgeted cost, other funding or in-kind support received from third parties, funding or in-kind support being contributed by the Recipient, geographic location, land size in hectares, how the project aligns with the Project objectives described in section C.2, timelines for each of the stages identified in sections C.3.2 to C.3.6 as they pertain to the additional projects, and projected performance targets (based on the measures identified in section C.6.2); and
- Use of the Funds for the additional project(s) are subject to the terms and conditions described in section D.2.6, Additional Project Expenses, in Schedule "D".

C.4 TIMELINES

The following are the timelines for the Project:

Project Activity/Sub-activity	Start Date	End Date
Service level agreement with TRCA (Section C.3.1)	5-Jan-26	20-Mar-26
Detailed design and implementation planning (Section C.3.2)	5-Jan-26	31-May-26
Required assessment, permits and approvals (Section C.3.3)	5-Jan-26	31-May-26
Public awareness and community engagement (Section C.3.4)	1-Mar-26	15-Dec-26
Material acquisition and construction (Section C.3.5)	1-Jun-26	30-Nov-26
Invasive species management and native planting (Section C.3.6)	1-Aug-26	30-Nov-26

C.5 PROJECT PARTICIPANTS

The Project will be undertaken by the following Project team members:

Organization	Participant Position	Position filled?	Role and responsibility of the participant/organization in the Project
City of Brampton	Project Lead	Yes	Project Lead and supervisor to TRCA staff. Responsible for overseeing all activities outlined in Section C.3 and

Organization	Participant Position	Position filled?	Role and responsibility of the participant/organization in the Project
			ensuring that the Project is completed on time, within budget.
City of Brampton	Environmental Project Specialist	Yes	Provides support to Project Lead and assistant when needed.
City of Brampton	Stormwater Programs Engineer	Yes	Responsible for guiding the sustainable stormwater management and infrastructure design aspects of the Project.
City of Brampton	Environmental Projects Assistant (Student)	No	Provides support to the Project Lead as needed.
TRCA	Senior Manager, Restoration Projects	Yes	Oversee the implementation of activities outlined in Section C.3; lead team of staff in the planning and design phase of the Project. Note: TRCA is a funding partner for this project.
TRCA	Manager, Construction Projects	Yes	Oversee the implementation of activities outlined in Section C.3; lead a team in the implementation phases of the Project. Note: TRCA is a funding partner for this project.
TRCA	Senior Project Manager, Restoration Projects	Yes	Oversee the implementation of activities outlined in Section C.3; lead for staff in the planning, design and implementation phases of the Project. Note: TRCA is a funding partner for this project.
TRCA	Planning staff, including: - Associate Director - Senior Manager - Senior Project Manager	Yes	Inform and support the implementation of the Project through the completion of technical assessments, including species surveys, arborist reporting, and

Organization	Participant Position	Position filled?	Role and responsibility of the participant/organization in the Project
	<ul style="list-style-type: none"> - Project Manager - Technologist - Site Supervisor - Survey Coordinator - Construction Coordinator - Lead Hand - Project Coordinator - Technician - Assistant Environmental Technician - Crew Leader 		<p>archaeological assessment; seeking required permits and approvals; and preparing associated budgets and reporting.</p> <p>Note: TRCA is a funding partner for this project.</p>
TRCA	<p>Construction and revegetation staff, including:</p> <ul style="list-style-type: none"> - Associate Director - Senior Manager - Senior Project Manager - Project Manager - Technologist - Site Supervisor - Survey Coordinator - Construction Coordinator - Lead Hand - Project Coordinator - Technician - Assistant Environmental Technician - Crew Leader 	Yes	<p>Undertake activities outlined in Section C.3 related to construction at and revegetation of the project site.</p> <p>Note: TRCA is a funding partner for this project.</p>
TRCA	<p>Invasive species management staff, including:</p> <ul style="list-style-type: none"> - Associate Director - Senior Manager - Senior Project Manager - Project Manager - Technologist - Site Supervisor - Survey Coordinator 	Yes	<p>Assess and map invasive species, implement appropriate control measures, and support native vegetation restoration.</p> <p>Note: TRCA is a funding partner for this project.</p>

Organization	Participant Position	Position filled?	Role and responsibility of the participant/organization in the Project
	<ul style="list-style-type: none"> - Construction Coordinator - Lead Hand - Project Coordinator - Technician - Assistant Environmental Technician Crew Leader 		
Consultant – Plan design, engineering	TBD	No	To advise on wetland restoration, wildlife fencing, culvert installation, geotechnical elements, soil management plan, flood modelling.
Consultant – CCTV Provider and Report	TBD	No	To monitor underground infrastructure
Consultant – Private locator	TBD	No	To locate underground infrastructure (e.g., gas lines, pipes)
Contractor – Heavy equipment	TBD	No	Provide heavy equipment and operator services
Contractor – Herbicide application	TBD	No	Provide herbicide application at the project site
Contractor – Crane operator	TBD	No	Provide crane operation services
Contractor – Fencing installation	TBD	No	Install fencing at the project site
Contractors – Paving	TBD	No	Providing paving services at the project site

The Recipient has provided the Province with the names of the people in the positions noted above as filled. Should there be any changes to the people in these positions or otherwise to the above-noted Project team members, the Recipient will advise the Province forthwith. Changes include filling unoccupied positions, replacements and vacancies.

C.6 PERFORMANCE MEASURES AND TARGETS

C.6.1 Scope Obligations

The following summarizes the key activities and outputs that the Recipient will be undertaking and producing in carrying out the Recipient's Project.

ACTIVITIES		ASSOCIATED OUTPUTS
Description	Quantity	Description
Wetland Enhancement Project(s) completed	1	<ul style="list-style-type: none"> Number of projects that enhance wetlands
Complete service level agreement	1	<ul style="list-style-type: none"> Number of service level agreements to implement Wetland E
Complete detailed design plans for the Wetland Enhancement Project	1	<ul style="list-style-type: none"> Number of detailed design plans for the Wetland Enhancement Project
TOTAL	3	

C.6.2 Targets to Measure Success

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to measure its success in meeting the Project objective(s) identified in section C.2:

Objective(s)	Outcome Measures	Outcome Targets
Maintain the total area (hectarage) of wetlands in Ontario and improve the function of existing wetlands infrastructure within the Lake Ontario watershed to accrue the potential for a multitude of short and long term benefits to their immediate communities as well as downstream waterbodies, communities and local businesses, including:	Area of wetlands enhanced	10 ha of wetlands enhanced
	Number of projects that improve wetland connectivity	1 project that improves wetland connectivity
	Number of invasive species removed	2 invasive species removed
	Number of native species planted	24 native species planted
	Number of hectares of wetland enhanced through invasive species removal	3 ha of wetlands enhanced/restored through invasive species removal
	Number of local communities, including Indigenous communities, receiving cultural and/or recreational benefits	1 community receiving cultural/recreational benefits after wetland project
	Number of contractors hired for the project	5 contractors

Objective(s)	Outcome Measures	Outcome Targets
<ul style="list-style-type: none"> • improving water quality; • supporting climate change resiliency; • mitigating flood risk; • improve biodiversity, including species at risk; and • generate short term economic benefits such as job generation and increased local economic activity. 	Number of public engagement events for the Brampton community	2 engagement events
	Total number of attendees at public engagement events	200 attendees
	Number of public views of the project webpage	500 views
	Number of social media interactions for the project	9,000 social media post impressions

- END OF PROJECT DESCRIPTION AND TIMELINES -

**SCHEDULE "D"
BUDGET**

D.1 BUDGET TABLE

Column Legend

A = B + C + D + E + F + G, where:

A = Project budget;

B = Amount from the Funds

C = Recipient contribution (confirmed)

D = Other cash contributions (confirmed)

E = Other in-kind contributions (confirmed)

F = Requested contributions (unconfirmed)

G = Balance to be secured

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions			F Requested	G Balance to be secured
			C Recipient	D Cash	E In-kind		
PART I							
SUB-TOTAL FOR PART I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART II							
STAFF							
Brampton Project Manager at \$61.98/hour x 350 hours	\$21,693.00	\$0.00	\$21,693.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Expenditures	Other Contributions						
	A Project budget	B Amount from the Funds	C Recipient	D Cash	E In-kind	F Requested	G Balance to be secured
Brampton Environmental Project Specialist at \$53.98/hour x 50 hours	\$2,699.00	\$0.00	\$2,699.00	\$0.00	\$0.00	\$0.00	\$0.00
Brampton Stormwater Engineer at \$65.00/hour x 20 hours	\$1,300.00	\$0.00	\$1,300.00	\$0.00	\$0.00	\$0.00	\$0.00
Brampton Environmental Projects Assistant (Student) at \$24.55*/hour x 25 hours/week x 16 weeks	\$13,748.00	\$9,820.00	\$3,928.00	\$0.00	\$0.00	\$0.00	\$0.00
TRCA Staff - Planning	\$150,000.00	\$43,600.00	\$0.00	\$106,400.00	\$0.00	\$0.00	\$0.00
TRCA Staff - Construction, and Revegetation	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRCA Staff - Invasive Management	\$16,000.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00
Sub-total	\$405,440.00	\$253,420.00	\$29,620.00	\$122,400.00	\$0.00	\$0.00	\$0.00
GOODS							

Project Expenditures	Other Contributions						G Balance to be secured
	A Project budget	B Amount from the Funds	C Recipient	D Cash	E In-kind	F Requested	
Goods for culvert replacement (culvert; erosion and sediment control materials, including filter soxx, filter cloth, coir; sand bags, meter bags; aggregate, including gabion, granular A and B, sand, soil, sheet piling)	\$416,000.00	\$156,000.00	\$260,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Goods for wetland restoration (aggregate, sand, soil, seed; erosion and sediment control materials, including filter soxx, filter cloth, coir; woody material, nest box; plant material, including halophytes)	\$150,925.35	\$150,925.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions				G Balance to be secured
			C Recipient	D Cash	E In-kind	F Requested	
Goods for invasive species management, including herbicide	\$2,100.00	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$0.00
Sub-total	\$569,025.35	\$306,925.35	\$260,000.00	\$2,100.00	\$0.00	\$0.00	\$0.00
SERVICES							
Heavy equipment with operator for culvert and wetland restoration, including excavator, skid steer, hauling, sheet piling	\$350,000.00	\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Crane with operator for culvert installation	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fencing installation service provider, including materials	\$160,000.00	\$10,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Soil disposal facility	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paving	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions				G Balance to be secured
			C Recipient	D Cash	E In-kind	F Requested	
Contractor - phragmites herbicide application	\$15,500.00	\$0.00	\$0.00	\$15,500.00	\$0.00	\$0.00	\$0.00
Sub-total	\$625,500.00	\$460,000.00	\$150,000.00	\$15,500.00	\$0.00	\$0.00	\$0.00
CONSULTANTS							
Plan design engineering consultant for wetland restoration, wildlife fencing, culvert installation, geotechnical work, soil management plan, flood modelling	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CCTV provider and report	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Private locator	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-total	\$95,000.00	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT/OTHER CAPITAL ITEMS							
TRCA internal vehicle usage	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions				G Balance to be secured
			C Recipient	D Cash	E In-kind	F Requested	
TRCA equipment usage and rental costs for wetland enhancement work, including: portable diesel fuel tank, laser level, Honda water pump, safety boats, Stihl saw or trimmer, 20' office trailer, generator, compact track loader, brush chipper, timber mats, water pump (6"), steel road plate	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-total	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATION COSTS							
TRCA corporate admin 5%	\$91,000.00	\$0.00	\$0.00	\$91,000.00	\$0.00	\$0.00	\$0.00
Sub-total	\$91,000.00	\$0.00	\$0.00	\$91,000.00	\$0.00	\$0.00	\$0.00
SUB-TOTAL FOR PART II	\$1,860,965.35	\$1,190,345.35	\$439,620.00	\$231,000.00	\$0.00	\$0.00	\$0.00
BUDGET TABLE TOTALS	\$1,860,965.35	\$1,190,345.35	\$439,620.00	\$231,000.00	\$0.00	\$0.00	\$0.00

D.2 NOTES TO BUDGET TABLE

D.2.1 Budget Table Columns

- (a) **Total Project Amount.** In the event that the total costs for the Project exceed the total amount in column A by 5%, the Recipient will notify the Province forthwith.
- (b) **Standard Budget Flexibility.** Pursuant to section A4.11 (as found in section B.15), the Recipient may move Funds between expense lines in column B, Amount from the Funds, in the Budget table in section D.1 without amendment to this Agreement, except as limited below:
 - (i) The Recipient may not reduce the Funds allocated to any expense line by more than ten percent (10%) of its allocation as shown in the Budget table;
 - (ii) The Recipient may not increase the Funds allocated to any expense line by more than twenty percent (20%) of its allocation as shown in the Budget table;
 - (iii) Funds in column B, Amount from the Funds, cannot be moved to any expense lines under the Budget category "Administration Costs" or the Budget category "Other" (if any); and
 - (iv) Funds in column B, Amount from the Funds, cannot be moved between Part I and Part II of the Budget table;
- (c) [intentionally deleted to preserve numbering]
- (d) **Confirmed Recipient contribution.** The Recipient confirms that it will be contributing a minimum amount of \$439,620.00 in cash and a minimum value of \$0.00 in in-kind support to the Project (total for both cash and in-kind support \$439,620.00), regardless of the amount of funding from other sources. The Recipient acknowledges that if the Recipient does not contribute this amount and value to the Project, the Province may adjust the amount of Funds and the Province may invoke section A15.1.
- (e) **Confirmed cash contributions.** The Recipient confirms that it has received or will receive cash contributions for the Project, as shown in column D, from TRCA (\$231,000.00) and has provided the Province with proof of same.
- (f) [intentionally deleted to preserve numbering]
- (g) [intentionally deleted to preserve numbering]

- (h) **Acknowledgement-Reallocations.** The Province acknowledges that the Recipient may, in its sole discretion, reallocate the amounts in columns C, D, E and F, among the expense lines in the Budget table. The Recipient acknowledges that should such reallocations be made, the Province may reassess its contribution to the Project and take such actions as permitted in accordance with the Agreement.
- (i) **Acknowledgement-Other Funding.** For clarity, the Recipient acknowledges that the Province may reassess its contribution to the Project and take such actions as permitted in accordance with the Agreement, based on the contributions from the Recipient and other parties identified in the Budget table and the information the Recipient provides to the Province pursuant to section A7.2 or otherwise.

D.2.2 Expense Eligibility

The following Budget notes are intended to provide clarity to the Recipient on how the Funds may be spent.

- (a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds, **unless explicitly stated otherwise in this Agreement:**
 - (i) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;
 - (ii) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;
 - (iii) **Non-Project costs** – any costs not directly related to the Project;
 - (iv) **Pre-Project costs** – any costs incurred prior to the Effective Date;
 - (v) **Purchase or capital lease of equipment or capital items** – property having physical substance or computer software that: a. is used by the Recipient to produce or provide goods or services; and b. has a lifespan longer than one year or the term of the Agreement, whichever is less; but does not include items with a value less than \$500 (before tax);
 - (vi) **Overhead** – fixed or variable costs incurred by the Recipient regardless of the Project (e.g. mortgage, rent, insurance, hydro for the Recipient’s regular operations, except for staff);
 - (vii) **Voluntary payments** – amounts voluntarily paid by the Recipient for services or other contribution to the Project, where payment is not being requested by the service provider or contributor;

- (viii) **Non-Capital** – expenses which are not capital in nature or not able to be capitalized based on standard accounting principles;
 - (ix) **Grants** – Funds distributed to third parties by the Recipient other than for the payment of goods or services;
 - (x) **Refundable expenses** – costs deemed ineligible in accordance with section A4.6 of Schedule “A”;
 - (xi) **Amortization** – Amortization, depreciation, capital cost allowance or similar with respect to any tangible or intangible assets which were not purchased with the Funds;
 - (xii) **Flow-through ineligible costs** – any costs incurred by third parties (e.g. consultant expenses charged back to the Recipient) that would otherwise be ineligible or beyond the limits set by this Agreement (e.g. mileage limits) if they were directly incurred by the Recipient; and
 - (xiii) Any costs which the Province informs the Recipient it considers, in its sole discretion, to be an inappropriate expenditure of public funds.
- (b) **Non-capital** - For clarity, Funds may be used for the expenses identified in Part II of the Budget table only if the expenses are capital in nature or able to be capitalized based on standard accounting principles.
 - (c) **Consultants** – Consultant costs may include reasonable disbursements in addition to fees, subject to any limitations stated in other provisions of this Agreement. In addition, the Funds may not be used for: None.
 - (d) **Equipment/Other Capital Items** – The Recipient may not use the Funds for the purchase of items under the Equipment/Other Capital Items category, unless acquisition by purchase is explicitly stated in this Agreement or otherwise approved by the Province. The Province *may* approve the purchase instead of the rental of equipment or other capital items that fulfill the following criteria: (i) the item is being used on multiple occasions throughout the Project; (ii) total rental costs are greater than the one-time purchase cost; and (iii) without the Project, it is unlikely that the Recipient would purchase the item. If wishing to purchase the equipment or other capital item using the Funds, the Recipient must request and receive approval from the Province prior to the acquisition of the item.
 - (e) **Services** – Costs for services may include reasonable disbursements in addition to fees, subject to any limitations stated in other provisions of this Agreement. In addition, the Funds may not be used for: None.

D.2.3 [intentionally deleted to preserve numbering]

D.2.4 [intentionally deleted to preserve numbering]

D.2.5 [intentionally deleted to preserve numbering]

D.2.6 Additional Project Expenses

Should the Recipient undertake additional projects in accordance with section C.3.7, the Recipient:

- (a) may not use the Funds for any expenses related to incomplete projects; and
- (b) may use the Funds for eligible expenses (as described in this Agreement) for additional projects if incurred (i) after the Recipient has notified the Province of an intention to undertake an additional Wetland Enhancement Project in accordance with section C.3.7; and (ii) prior to submission of the final report to the Province as set out in Schedule "F".

For clarity, the Recipient may not use the Funds for any additional projects if the Recipient has not completed the Wetland Enhancement Project in the main project list in Appendix C.1.

- END OF BUDGET -

SCHEDULE "E"
PAYMENT PLAN

E.1 PAYMENT TABLE

CRITERIA	AMOUNT
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$320,000.00
Following Province approval of first interim and financial progress report as set out in Schedule "F",	\$750,000.00
Following Province approval of final report as set out in Schedule "F"	\$120,345.35
TOTAL	\$1,190,345.35

NOTE: The amounts above may be adjusted pursuant to the terms and conditions of the Agreement, including section A4.10 (as found in section B.15 of Schedule "B").

- END OF PAYMENT PLAN -

**SCHEDULE "F"
REPORTS**

F.1 REPORT TABLE

Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient's receipt of notification that it will be receiving additional funding for the Project
2. Procurement Report(s)	Immediately following selection of preferred proponent if applicable
3. Interim and Financial Progress Report(s)	#1 - Friday, September 4, 2026
4. Final Report	Thursday, December 31, 2026
5. Report on Audited Segmented Financial Information	Friday, March 26, 2027
6. Reports as specified from time to time	
(a) Report on status of service level agreement	Monday, March 30, 2026
(b) Report on status of permits/authorizations required for each project	Friday, June 19, 2026
(c) Report on status of project construction	#1 - Friday, July 17, 2026 #2 - Friday, November 13, 2026

F.2 REPORT DUE DATE

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day **immediately prior** to March 31.

F.3 REPORTING TEMPLATES AND SUBMISSION MECHANISM

When reporting to the Province, the Recipient will use the templates provided by the Province (if any) and submit using the mechanism specified by the Province, including via TPON.

F.4 SUPPORTING DOCUMENTATION AND INFORMATION

For clarity, the Province may request supporting documentation and other information from the Recipient as part of the Reports submitted as described in this schedule, including invoices/receipts, photographs, videos and virtual tours.

F.5 REPORT DETAILS

F.5.1 Additional Funding Reports. Additional Funding Reports will set out:

- (a) an accounting of any other funding received or to be received by the Recipient if not already set out in the Agreement, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting; and
- (b) confirmation that there is no overlap of funding from the Province and from the other funding entities.

F.5.2 Procurement Reports. Procurement Reports will set out:

- (a) a description of the procurement process followed by the Recipient to acquire the goods, services, and any other expenses on which Funds were spent that were required to carry out the Project; and
- (b) a justification for the selection of the preferred proponent which evidences value for money, including, if applicable, confirmation from the supplier that they are the sole supplier of the goods.

F.5.3 Interim and Financial Progress Reports. Interim and Financial Progress Reports will set out:

- (a) actions undertaken in carrying out the Project from the Effective Date to the date of the report including key milestones achieved, with reference to specific paragraphs of section C.3 (Scope of Project) including the performance measures listed in section C.6.1;
- (b) progress achieved from the Effective Date to the date of the report on the performance targets listed in section C.6.2 and what that indicates about the Recipient's potential success in meeting the Project objective(s) identified in section C.2;
- (c) any variances from the timelines, the reasons for such variances and the strategy used to correct the variances;

- (d) an interim accounting of all Project expenditures to date by expense line as shown in the Budget table in section D.1, divided by funding source (the Funds, Recipient, third party), signed by the Chief Financial Officer, the Board chair or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (e) identification of Funds reallocated in accordance with section A4.11 (as found in section B.15), including rationales for the reallocations;
- (f) an accounting of any other funding received for the Project, the identification of the funding organization (including the Recipient), the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization or entity;
- (g) for any staff position covered in whole or in part by some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (h) a high-level monthly spending forecast (e.g. total per month) for the remainder of the Project;
- (i) an accounting of any interest earned in accordance with section A4.4; and
- (j) a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming that the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim and financial progress report.

F.5.4 Final Report. The Final Report will set out:

- (a) actions undertaken in carrying out the Project from the Effective Date including key milestones achieved, with reference to specific paragraphs of section C.3 (Scope of Project) including the performance measures listed in section C.6.1;
- (b) a description of to what extent the performance targets listed in section C.6.2 were met, what that indicates about the Recipient's success in meeting the Project objective(s) identified in section C.2, and lessons learned;
- (c) any variances from the timelines, the reasons for such variances and the strategy used to correct the variances;
- (d) a final accounting of all Project expenditures from the beginning of the Project by expense line as shown in the Budget table in section D.1, divided by funding source (the Funds, Recipient, third party), signed by the

Chief Financial Officer or the Board chair or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget;

- (e) identification of Funds reallocated in accordance with section A4.11 (as found in section B.15), including rationales for the reallocations;
- (f) a final accounting of the other funding received for the Project, the identification of the funding organization (including the Recipient), the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization or entity;
- (g) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (h) an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (i) an accounting of any interest earned in accordance with section A4.4; and
- (j) the dates of the news releases issued in accordance with section A8.4 and the social or traditional media used, together with copies of the news releases (e.g. screenshot, photocopies, website links, etc.);
- (k) a description of how the Recipient considered accessibility and inclusion when carrying out the Project in accordance with Article A30.0 (as found in section B.28), including actions taken to accommodate persons with disabilities;
- (l) a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming that the Recipient is in compliance with the terms and conditions of the Agreement, except as disclosed in the final report.

F.5.5 Report on Audited Segmented Financial Information. The Report on Audited Segmented Financial Information will set out:

- (a) an audited final accounting of the Project expenditures (both as a whole and specifically from the Funds) incurred starting on the Effective Date of the Agreement, confirming actual Project expenditures and providing an explanation for any variances from the final accounting submitted as described in section F.5.4(d).

F.5.6 Other Reports. The Province will specify the timing and content of any other Reports as may be necessary. The following specifies the content of the other Reports identified in row 6 of the chart in section F.1.

- (a) Report on status of service level agreement will set out:
 - a status and/or copy of the service level agreement with TRCA and if on track, or delayed.

- (b) Report on status of permits/authorizations will set out:
 - a list of Projects and all required permits and/or authorizations for those projects and the status of obtaining each as completed, on track, not required, or delayed.

- (c) Report on status of Project construction will set out:
 - a list of Projects with their planned construction dates (start and completion), and status e.g., on time, delay, etc.

- END OF REPORTING -

APPENDIX C.1. Wetland Enhancement Projects

A. Main Project List

#	Project Name	Type: (restoration or enhancement)	Description of work	Local Community/ Organization Partner	Geographic Location (watershed, municipality)	Projected Size (ha)
1	Heart Lake Road Wetlands	Enhancement	Restore connectivity and improve flood conveyance through recontouring, stormwater infrastructure upgrades, invasive species management and revegetation.	Toronto and Region Conservation Authority	Lake Ontario, City of Brampton	10