

Bill No. 92  
2014

By-law No. A.- \_\_\_\_\_

A By-law to approve the Ontario Funding Agreement for promotion of 2575 Boyd Court, Innovation Park, Phase IV, as an "Investment Ready: Certified Site" with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Trade and Employment; and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 8 provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 7. Services and things that the municipality is authorized to provide under subsection (1);

AND WHEREAS section 22 of the *Municipal Act, 2001* provides that a municipality may provide a system that it would otherwise not have power to provide within the municipality if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Ontario Funding Agreement to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario, for promotion of 2575 Boyd Court, Innovation Park, Phase IV, as an "Investment Ready: Certified Site", attached as Schedule "1" to this By-law, is approved.

2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on January 28, 2014.

Joe Fontana  
Mayor

Catharine Saunders  
City Clerk

First reading - January 28, 2014  
Second reading - January 28, 2014  
Third reading – January 28, 2014

## SCHEDULE 1

THE AGREEMENT effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
As represented by the Ministry of Economic Development,  
Trade and Employment

(the "Province")

- and -

THE CORPORATION OF THE CITY OF LONDON  
(the "Recipient")

### BACKGROUND:

The Province has implemented the Program.

Eligible applicants under the Program are entitled to receive reimbursements for Eligible costs incurred under the Program subject to the terms and conditions contained in this Agreement.

The Recipient is an applicant under the Program and wishes to apply for reimbursements of Eligible Costs under the Program and the Province wishes to provide such reimbursements subject to the terms and conditions contained in this Agreement.

### CONSIDERATION:

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

### ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

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

“**Agreement**” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 27.1 and any amending agreement entered into pursuant to section 33.2.

“**Application to Certify Deadline Date**” means the first anniversary of the Effective Date.

“**Application to Certify**” means the application form developed by the Province that the Recipient is required to complete to apply for a Site Certification;

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

“**Budget**” means the budget attached to the Agreement as a part of Schedule “A”.

“**Business Day**” means any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario.

“**Certification Date**” means the date on which the Site obtains a Site Certification confirmation from the Province.

“**Certification Instructions and Requirements**” has the meaning ascribed to it in Schedule “A”;

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

“**Eligible Costs**” has the meaning ascribed to it in Schedule “F” under the heading “Eligible Costs and Reimbursement”.

“**Event of Default**” has the meaning ascribed to it in section 14.1.

“**Expiry Date**” means the second anniversary of the Certification Date.

“**Force Majeure**” has the meaning ascribed to it in Article 25.

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

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

“**Maximum Funds**” means the amount calculated as fifty percent (50%) of the Eligible Costs incurred by the Recipient for purposes of obtaining the Site Certification, up to a maximum amount of Twenty Five Thousand Dollars (\$25,000.00).

“**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, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

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

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

“**Pre-screening Application**” has the meaning ascribed to it in Schedule “A”.

“**Program**” has the meaning ascribed to it in Schedule “A”.

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

“**Releasees**” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“**Reports**” means the reports described in Schedule “B”.

“**Site**” means the real property of the Recipient located at 2575 Boyd Court (Legal Description: Block 4 of Plan 33M-609).

“**Site Certification**” means a certification by the Province that the Site satisfies the requirements to be certified under the Program.

“**Timelines**” means the timelines relating to the Project as set out in Schedule “A”.

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
  - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
  - (b) procedures to ensure the ongoing effective functioning of the Recipient;
  - (c) decision-making mechanisms;
  - (d) procedures to provide for the prudent and effective management of the Funds;
  - (e) procedures to enable the successful completion of the Project;
  - (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
  - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
  - (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

### **ARTICLE 3 TERM OF THE AGREEMENT**

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on the Expiry Date unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT**

- 4.1 **Funds Provided.** The Province shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of reimbursing the Recipient for Eligible Costs;

- (b) provide the Funds to the Recipient on or before the sixtieth (60<sup>th</sup>) day following the Certification Date; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**4.2 Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- (b) the Province is not obligated to, and will not, provide any Funds unless, in the Province's sole opinion, the Site has satisfied the requirements for certification under the Program; and
- (c) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section 13.1.

**4.3 Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:
  - (i) in accordance with the terms and conditions of the Agreement; and
  - (ii) in compliance 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;
- (b) use the Funds only for the purpose of paying for Eligible Costs; and
- (c) spend the Funds only in accordance with the Budget.

**4.4 No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

**4.5 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

- 4.6 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.7 **Availability of Site for Sale/Lease:** The Recipient agrees to keep the Site available for sale or lease until the second anniversary of the Certification Date. Notwithstanding any other provision in this Agreement and in addition to the Province's other rights herein, the Province may, at its sole discretion, demand the repayment to it of an amount equal to any Funds the Province has provided to the Recipient in the event that: (i) the Site is sold, leased or otherwise transferred by the Recipient prior to the Expiry Date and the Site is removed from inclusion in the Program for any reason whatsoever; and (ii) the Site is not being developed in accordance with existing zoning requirements. The repayment by the Recipient under this section shall be due and payable on or before the 15<sup>th</sup> day from which the Province demands such repayment.

#### ARTICLE 5

#### ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** Subject to section 31.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$15,000 at the time of purchase.

#### ARTICLE 6

#### CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of



interest; and

- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW**

### **7.1 Preparation and Submission.** The Recipient shall:

- (a) submit to the Province at the address provided in section 17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "B", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province;
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer;
- (e) deliver to the Province, on or before the Application to Certify Deadline Date, a fully completed Application to Certify, together with all documents required under such application; and
- (f) promptly notify the Province in writing of any event or circumstance that may adversely affect the Site's eligibility for Site Certification;

### **7.2 Record Maintenance.** The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

### **7.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon three Business Days' Notice to the Recipient and during normal business hours, visit and inspect the Site, and enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may, among other things:

- (a) inspect and copy the records and documents referred to in section 7.2; and

- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- 7.7 **Use of Site Information.** The Recipient hereby authorizes and consents to the Province using any information provided by the Recipient in connection with the Program as the Province deems appropriate, including for purposes of promoting the Site and/or the Program to potential purchasers as a part of international marketing materials or on the Province's websites.

#### **ARTICLE 8 CREDIT**

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### **ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that 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.

#### **ARTICLE 10 INDEMNITY AND RELEASE**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with (i) the Project, (ii) any sale, transfer, lease or other transaction

relating to the Site, or (iii) otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

**10.2 Release. The Recipient:**

- (a) on behalf of itself, its successors and assigns, releases and forever discharges the Releasees from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of every nature and kind howsoever arising which the Recipient now has, may have had or may hereafter have arising from or in any way related to (i) the Project, (ii) any sale, transfer, lease or other transaction relating to the Site, (iii) the Program, or (iv) otherwise in connection with the Agreement;
- (b) agrees not to make any claim or take any proceeding in connection with any of the claims released against any other person or corporation who might claim contribution or indemnity from the Releasees by virtue of the claim or proceeding; and
- (c) understands and agrees that any consideration paid by the Releasees in connection with this release is deemed to be no admission whatever of liability or responsibility on the part of the Releasees and that any such liability or responsibility is denied.

**ARTICLE 11  
INSURANCE**

**11.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, 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 two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

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

**11.2 Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

**ARTICLE 12  
TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may, at its sole discretion:
- (a) cancel all instalments of Funds; and/or
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient.

**ARTICLE 13  
TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may, at its sole discretion:
- (a) cancel all further instalments of Funds; and/or
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient.

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

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Project;
    - (ii) use or spend Funds; and/or
    - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);

- (b) the Recipient's operations, property or its organizational structure, changes such that it no longer meets one or more of the applicable 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 is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) an event of Force Majeure that continues for a period of 60 days or more;
- (f) if any representation, warranty or other information, including in any application material, provided by the Recipient to Ontario in connection with this Agreement and/or for purposes of obtaining a Site Certification shall be or become materially untrue in any respect;
- (g) the Recipient fails to deliver to the Province any Reports required under this Agreement as outlined in Schedule B ; and,
- (h) if the Recipient uses the Site Certification designation or seal for a purpose other than as authorized and approved by the Province.

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further installments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient; and/or

- (j) cancel and revoke the Site Certification.
- 14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:
- (a) the particulars of the Event of Default; and
  - (b) the Notice Period.
- 14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(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 14.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).
- 14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

#### **ARTICLE 15 FUNDS UPON EXPIRY**

- 15.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **ARTICLE 16 REPAYMENT**

- 16.1 **Debt Due. If:**
- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
  - (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 16.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 17.1.

#### ARTICLE 17 NOTICE

- 17.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

**To the Province**

Ministry of Economic Development,  
Trade and Employment  
56 Wellesley St. W, 7<sup>th</sup> Floor  
Toronto, ON M7A 2E7  
**Attention:** Investment Ready: Certified  
Site Program  
Fax: 416-326-9654  
Email: investmentready@ontario.ca

**To the Recipient:**

City of London  
300 Dufferin Avenue, PO Box 5035  
London, ON N6A 4L9  
**Attention:** Grant Hopcroft, Director of  
Intergovernmental and Community  
Liaison  
Fax: 519-661-5813  
Email: ghopcrof@london.ca

- 17.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
  - (c) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 17.3 **Postal Disruption.** Despite section 17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
  - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

**ARTICLE 18  
CONSENT BY PROVINCE**

- 18.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 19  
SEVERABILITY OF PROVISIONS**

- 19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 20  
WAIVER**

- 20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 17. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 21  
INDEPENDENT PARTIES**

- 21.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 22  
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 22.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 22.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 23  
GOVERNING LAW**

- 23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in Ontario.

**ARTICLE 24  
FURTHER ASSURANCES**



- 24.1 **Agreement into Effect.** The Recipient shall 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.

**ARTICLE 25  
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 25.1 **Force Majeure Means.** Subject to section 25.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
  - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 25.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
  - (b) storms, floods and earthquakes;
  - (c) lawful act by a public authority; and
  - (d) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 25.1.
- 25.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
  - (b) any event that a diligent Party could reasonably have been expected to:
    - (i) take into account at the time of the execution of the Agreement; and
    - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.
- 25.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 26**

## **SURVIVAL**

- 26.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, Articles 8 and 10, sections 12.2, 13.2, 14.1, 14.2(d), (e), (f), (g), (h) and (j), Articles 15, 16, 17, 19, 23, 26, 27, 29, 30 and 33, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

## **ARTICLE 27 SCHEDULES**

- 27.1 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule "A" - Project Description, Timelines and Budget;
  - (b) Schedule "B" – Reporting Requirements;
  - (c) Schedule "C" – Summary of Eligible Costs Table;
  - (d) Schedule "D" – 6 Month Certification Process Update;
  - (e) Schedule "E" – Semi-Annual Status Update Template;
  - (f) Schedule "F" – Certification Instructions and Requirements

## **ARTICLE 28 COUNTERPARTS**

- 28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **ARTICLE 29 JOINT AND SEVERAL LIABILITY**

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

**ARTICLE 30  
RIGHTS AND REMEDIES CUMULATIVE**

- 30.1 **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.

**ARTICLE 31  
BPSAA**

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

**ARTICLE 32  
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 32.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
  - (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.

ARTICLE 33  
ENTIRE AGREEMENT

- 33.1 **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.
- 33.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Minister of Economic Development,  
Trade and Employment

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Position:

Authorized Signing Officer

THE CORPORATION OF THE CITY OF LONDON

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Joe Fontana  
Position: Mayor

\_\_\_\_\_  
Name: Catharine Saunders  
Position: City Clerk

I/we have authority to bind the Recipient

## SCHEDULE "A"

### PROJECT DESCRIPTION AND TIMELINES

#### Background

The Province has implemented the "Investment Ready: Certified Site Program" (the "Program"), which is a discretionary, non-entitlement program with limited funding. The purpose of the Program is to promote an inventory of sites that meet a set of minimum requirements as outlined in the document titled "Investment Ready: Certified Site Program – Certification Instructions and Requirements" ("Certification Instructions and Requirements"), a copy of which is attached in Schedule "F".

A Site Certification indicates that a landowner/applicant has provided the Province with the site related information described in Schedule "F" and has otherwise satisfied the requirements of the Program. The Province will collect such site related information from landowners/applicants and assemble it into a consistent and easy to use format. While the Province will make such site related information available to prospective purchasers, lessors and others for information purposes, the Province will not be guaranteeing the quality, accuracy, completeness or timeliness of any such information nor providing any representations or warranties regarding such information or a given site. Prospective purchasers and lessors will need to conduct their own usual due diligence and make such enquiries as they deem necessary before purchasing or leasing a given site.

Eligible applicants under the Program will self-select sites to be brought forward to the Province for certification under the Program and submit a pre-screening application ("Pre-screening Application"). Once the Pre-screening Application is reviewed and a site is accepted into the Program, applicants will be required to successfully complete all Program requirements including all due diligence assessments.

Once a site has completed the certification process, supporting documentation for certification costs would be submitted for the Province's review. Applicants whose Site is certified under the Program could be entitled to receive reimbursements of up to 50% of the eligible costs, with such reimbursements being capped at \$25,000 per site.

#### Project Description

The project (the "Project") consists of the process and activities undertaken by the Recipient to complete and deliver all Program requirements to obtain a Site Certification. The Project includes activities that confirm the availability and suitability of the Site for economic development purposes and all related due diligence.

#### Timelines

The section references below correspond to the sections listed in the Certification Instructions and Requirements under the heading "Certification Requirements".

Requirement	Expected Date of Completion
A.1: Truthful Representation	
A.2. Property Identification	
A.3. Title	
A.4. Property Characteristics and Surrounding Uses	
A.5. Developable Area	
A.6. Planning	
A.7. Transportation	
A.8. Servicing	
A.9. Environmental Site Assessments	
A.10. Archaeological Assessment	
A.11. Species at Risk Assessment	
A.12. Built Heritage and Culture Heritage Landscapes	
A.13. Environmental Assessment	
A.14. Documentation Review	
<b>Submit Application to Certify and Supporting Documentation</b>	

**Budget Forecast**

Expense Type	Supplier Name	Expected Cost (Forecast)
<b>Eligible Costs</b>		
Title Opinion		
Title Insurance		
Survey Report		
Environmental Site Assessments		
Environmental Assessment		
Archaeological		
Species at Risk		
Technical Heritage Reports		
Documentation Review		
Digital Mapping		
Project Manager Fees (if required)		
<b>Ineligible Costs</b>		
<b>Total</b>		

Note: Costs incurred prior to the Effective Date are ineligible. See Schedule "F" for more details.

## SCHEDULE "B"

### REPORTING REQUIREMENTS

The following table outlines the Reporting Requirements associated with the Project.

Requirement	Deadline	Documentation Required
6 Month Certification Process Update	On or before the 180 <sup>th</sup> day following the Effective Date	1 copy of Schedule D
Application to Certify	Application to Certify Deadline Date	1 hard and electronic (USB or CD) copy of the Application to Certify and all Certification Requirements. 1 electronic (email) copy of the Application to Certify form.
Semi-Annual Status Update for the period commencing on the Certification Date and ending on the 180 <sup>th</sup> day following the Certification Date	180 <sup>th</sup> day following the Certification Date	1 copy of Schedule E
Semi-Annual Status Update for the period commencing on the 181 <sup>st</sup> day following the Certification Date and ending on the first anniversary of the Certification Date	On the first anniversary date of the Certification Date	1 copy of Schedule E
Semi-Annual Status Update for the period commencing on the first anniversary of the Certification Date and ending on the 180 <sup>th</sup> day following the first anniversary of the certification Date	180 <sup>th</sup> day following the first anniversary of the Certification Date	1 copy of Schedule E
Semi-Annual Status Update for the period commencing on the 181 <sup>st</sup> day following the first anniversary of the Certification Date to the Expiry Date	Expiry Date	1 copy of Schedule E

All hard copy materials should be submitted to:

Investment Ready: Certified Site Program  
 Ministry of Economic Development, Trade and Employment  
 7<sup>th</sup> Floor, 56 Wellesley St. W.  
 Toronto, ON M7A 2E7

All electronic materials should be submitted to [investmentready@ontario.ca](mailto:investmentready@ontario.ca).

**SCHEDULE "C"**

**SUMMARY OF ELIGIBLE COSTS TABLE**

I, ●, [name and title] of the Recipient, on behalf of the Recipient, do hereby certify that the following costs are eligible costs according to Schedule "F".

Eligible Cost	Supplier Name	Date of Assessment	Total Amount	Reimburse Amount (50%)	Invoice Included (Y/N)
Title Opinion					
Title Insurance					
Survey Report					
Environmental Site Assessment					
Environmental Assessment					
Archaeological Species at Risk					
Technical Heritage					
Documentation Review					
Digital Mapping					
Project Manager Fees*					
<b>Total</b>					

Note: Costs incurred prior to the Effective Date are ineligible. See Schedule "F" for further details.

\*Up to a maximum "Total Amount" of \$5000.

**IN WITNESS WHEREOF** the undersigned has hereunto signed these presents this ● day of ●, 201●.

Per: c/s  
[insert name and title of officer of Recipient]



**SCHEDULE "D"**

**SIX MONTH CERTIFICATION PROCESS UPDATE**

**DATE:**

**TO:** Ministry of Economic Development, Trade and Employment  
 Investment Ready: Certified Site Program  
 7<sup>th</sup> Floor, 56 Wellesley St. W.  
 Toronto, ON M7A 2E7  
 Attention:

**RE:** Agreement between Her Majesty the Queen in Right of Ontario as represented by the Ministry of Economic Development Trade and Employment (the "Province") and ● (the "Recipient") dated ● (the "Agreement")

Using the below table, for each criteria, please indicate whether all necessary assessments and supporting documentation have been completed, are in process or have not yet been initiated. For those criteria categories that have not been completed, provide details about the process, expected timelines or concerns with meeting deadlines. The section references below correspond to the sections listed in the Certification Instructions and Requirements under the heading "Certification Requirements".

Documentation Criteria	Complete	In Process	Not Yet Initiated	Details
A.1: Truthful Representation				
A.2. Property Identification				
A.3. Title				
A.4. Property Characteristics and Surrounding Uses				
A.5. Developable Area				
A.6. Planning				
A.7. Transportation				
A.8. Servicing				
A.9. Environmental Site Assessments				
A.10. Archaeological Assessment				
A.11. Species at Risk Assessment				
A.12. Built Heritage and Culture Heritage Landscapes				

A.13. Environmental Assessment				
A.14. Documentation Review				

I, ●, [name and title] of the Recipient, on behalf of the Recipient, do hereby certify as follows:

1. the Recipient has satisfied all of the milestones and deliverables that are required to be met to date under the Agreement and is otherwise in compliance with all of the terms and conditions of the Agreement;
2. there have been no changes to date that would cause any of the information provided in the Pre-screening Application to be materially untrue or inaccurate and which would adversely affect the Recipient's ability to obtain a Site Certification for the Site; and
3. there have been no changes to the condition of the Site that would make it ineligible for the Program or a Site Certification.

**IN WITNESS WHEREOF** the undersigned has hereunto signed these presents this ● day of ●, 201●.

Per: c/s  
[insert name and title of officer of Recipient]

**SCHEDULE "E"**

**SEMI-ANNUAL STATUS UPDATE TEMPLATE**

**DATE:**

**TO:** Ministry of Economic Development, Trade and Employment  
Investment Ready: Certified Site Program  
7<sup>th</sup> Floor, 56 Wellesley St. W.  
Toronto, ON M7A 2E7  
Attention:

**RE:** Agreement between Her Majesty the Queen in Right of Ontario as represented by the Ministry of Economic Development Trade and Employment (the "Province") and ● (the "Recipient") dated ● (the "Agreement")

Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

I, ●, *[name and title]* of the Recipient, on behalf of the Recipient, do hereby certify as follows:

1. No event or circumstance has occurred that may adversely affect the Site's eligibility for Site Certification.
2. The information provided in the Application to Certify and in the documents submitted in connection with such application continues to be true and accurate as at the date hereof.
3. The Site has not been sold, leased or otherwise transferred and is available for sale or lease for a period of two years following the Certification Date in accordance with section 4.7 to the Agreement.
4. On and as of the date hereof, no Event of Default, whether or not Ontario has been given notice thereof, has occurred and is continuing.
5. I have reviewed the activities of the Recipient with a view of determining whether the Recipient has observed each of the covenants and conditions in the Agreement up to the date of this semi-annual update. I confirm that to the best of my knowledge and belief the Recipient has observed each of the covenants and conditions. *[Note: include up to end of Term.]*
6. For the Period dated ● *[certification date or date of last semi-annual status update]* to ● *[today's date]* there have been:
  - *[number of]* site visits by potential investors or site selectors on the site;
  - *[number of]* enquires made about the prospective purchase of the site.

**IN WITNESS WHEREOF** the undersigned has hereunto signed these presents this ● day of ●, 201●.

Per: c/s  
*[insert name and title of officer of Recipient]*

## SCHEDULE "F"

### CERTIFICATION INSTRUCTIONS AND REQUIREMENTS

#### Program Objective

The Ontario Certified Site Program is a province-wide investment attraction program, the purpose of which is to promote an inventory of sites that meet a set of minimum requirements as outlined below. The program was designed by Deloitte Consulting, an internationally recognized leader in site selection. Information provided under the program is intended to include items most commonly required by those making site selection decisions for foreign direct investment and expansion projects.

A site with an Investment Ready: Certified Site designation is intended to be attractive to potential investors and purchasers because it reduces some of the unknowns associated with development by providing detailed information about the availability, utilities servicing, access and environmental concerns. Providing this information can lead to faster site selection decisions and investment transactions.

Sites that successfully meet the requirements of the program will be profiled on the [InvestInOntario.com](http://InvestInOntario.com) website. Investment and economic development professionals at the local, provincial and federal level will have access to the Application to Certify and Certification Requirements, and these documents will be provided to interested investors and site selectors for their consideration.

Through this program, the Province of Ontario collects site related information from the land owner/applicant and assembles it into a consistent and easy to use format. Please note that the Province of Ontario will not represent or warrant the accuracy or completeness of the Application to Certify and any other information submitted by the applicant, owner or by third parties which may be made available to any agents, prospective purchasers or other parties.

#### Purpose of Pre-screening

The pre-screening application is the first step in the site certification process. Pre-screening applications are used to determine eligibility for entry to the program. The purpose of the pre-screening application is to obtain general information about the site and determine whether mandatory eligibility and site requirements are met. Sites that meet the mandatory requirements identified in the pre-screening process will be eligible for acceptance into the certification program.

The number of sites accepted into the program will depend on the number of applications received, and the fulfillment of minimum requirements does not guarantee acceptance into the program. Where the number of sites meeting the minimum requirements exceeds the amount of funding available, other information included in this application (e.g. site size, level of completed utilities servicing, proximity to transportation network, regional distribution, etc.) will be used to identify those sites that will be accepted into the program.

Pre-screening will occur through a series of rounds with specific application

deadlines. The number of eligible sites accepted into the program will depend on the number of applications received and availability of funding for eligible reimbursements.

Eligible applicants will be required to enter into a funding agreement with the Province of Ontario to be eligible for reimbursement of certain expenses (to a maximum of \$25,000). Grant funding for reimbursements is through a discretionary fund and is subject to availability. An applicant will not be entitled to any grant funds if the site does not meet the requirements to achieve certification.

In a case where a site is deemed eligible through the application process, but funding is not available or the applicant/ landowner is unable to enter into a funding agreement, the applicant/owner will be given the option to either proceed with the certification process without receiving reimbursement or to reapply in a subsequent pre-screening application round.

The Province of Ontario will endeavour to notify applicants of acceptance into the certification program within 30 days of the pre-screening application deadline.

### Minimum Eligibility Requirements

The mandatory requirements that must be met for a site to be eligible for the certification program are identified below:

Site ownership	The program is open to properties owned by Federal, Provincial or Local governments and private land owners. Property owners must be willing to enter into a funding agreement with the Province to receive reimbursement through the grant program.
Applicant eligibility	Applications must be submitted jointly by either municipalities or Economic Development Organizations (EDOs) and the owner(s) of the site. Applicants are limited to submitting 2 sites for certification reimbursement per year.
Commitment to make the property available for sale/lease	The property owner(s) must agree to make the property available for sale or lease for a period of two (2) years following the date of certification.
Minimum property size	The property or properties must consist of at least four (4) hectares (ten (10) acres) of contiguous developable area.
Existing public road access	The property or properties must have existing road access from a public right-of-way or have plans to extend road access within six (6) months of becoming certified.
Official Plan and Zoning	The property or properties must be located within a designated urban area in an in-effect municipal Official Plan, and must be designated and zoned to permit a range of industrial uses.
Servicing and utilities	The property or properties must either be serviced by

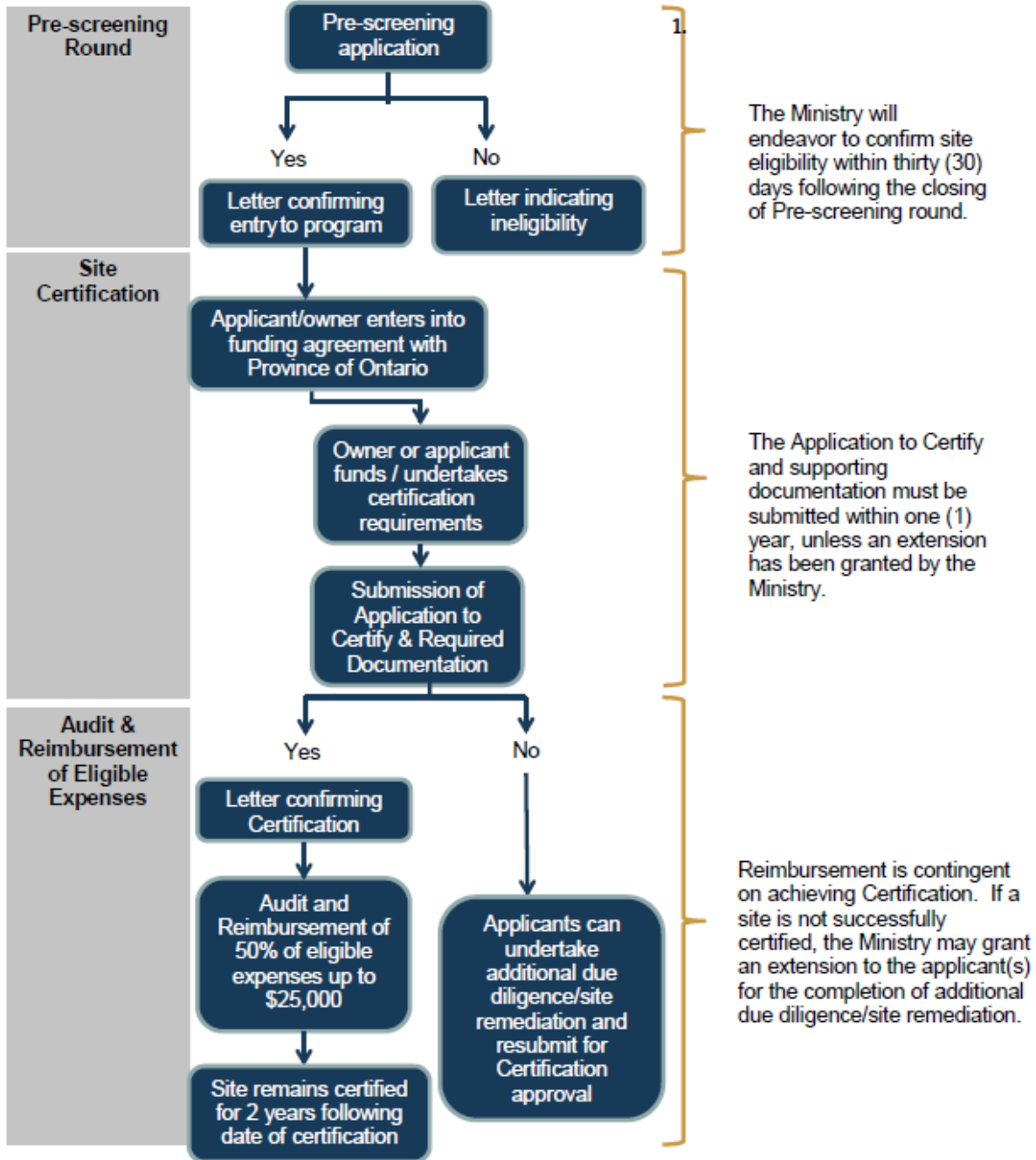
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	existing water and wastewater systems, natural gas (for sites in municipalities with existing natural gas service), utilities and telecommunications or, alternatively, can be serviced within a six (6) month period at a cost that can be reasonably estimated.
Major development constraints	The property or properties must be free of development constraints that could reasonably impact the developable area or range of industrial or other employment uses on the property. Potential constraints include restrictions on title, identified flood zones and the presence of significant natural environmental features.

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## Certification Process

The certification process is summarized in the following diagram:





## Certification Requirements

The information below identifies and provides a brief description of information required to certify the property.

Certain studies identified in the requirements, if already completed prior to the certification process, may be accepted provided that they were undertaken within a reasonable timeframe, the subject or study area of the report encompasses the property in its entirety and there have been no significant changes to the property since the time of the report.

The following studies, if already completed, may be accepted: Environmental Site Assessments (ESAs), Archaeological Assessments, Species at Risk Assessments, Technical Heritage Reports and Environmental Assessments. Studies should be submitted with the Pre-screening application form and Applicants will be notified if they satisfy the necessary requirement.

	Criteria	Description of Requirements	Documentation Required
A.1	Truthful representation	<ul style="list-style-type: none"> <li>Signed letter from the applicant(s) confirming that all materials are understood to be truthful and that there are no other known encumbrances affecting the property beyond those identified in the certification materials.</li> </ul>	<ul style="list-style-type: none"> <li>Signed form letter from applicant and owner (if different from applicant).</li> </ul>
A.2	Property identification	<ul style="list-style-type: none"> <li>Maps providing clear identification of property features, boundary and surrounding uses.</li> <li>Context map illustrating location relative to regional transportation network, including rail, airports and ports.</li> <li>Identification of closest sensitive land uses (residential or institutional) to the site as defined in Guideline D-6 Compatibility Between Industrial Facilities and Sensitive Land Uses (Ontario Ministry of the Environment, 1995).</li> </ul>	<ul style="list-style-type: none"> <li>Digital context map illustrating site location relative to regional transportation network.</li> <li>Digital topographic map with environmental features for site and vicinity.</li> <li>Digital orthophotography (20cm, orthorectified photography) for site and vicinity.</li> </ul>
A.3	Title	<ul style="list-style-type: none"> <li>Provide results of a title search showing a clear title of the property.</li> </ul>	<ul style="list-style-type: none"> <li>Title Search Opinion prepared by a solicitor and Title Insurance.</li> </ul>

	Criteria	Description of Requirements	Documentation Required
A.4	Property characteristics and surrounding uses	<ul style="list-style-type: none"> <li>Provide Plan of Survey and report outlining: legal description, address and property dimensions; location of all existing improvements; type and location of land related encumbrances or interests on property title; and surrounding uses.</li> </ul>	<ul style="list-style-type: none"> <li>Surveyor's Real Property Report prepared by a licenced Ontario Land Surveyor.</li> </ul>
A.5	Developable area	<ul style="list-style-type: none"> <li>Estimate of the developable area of the site, including supporting base map illustrating the parcel boundaries and developable area of the property after deductions for take-outs including any setback/buffer requirements, including: floodplains, watercourses, woodlots and environmental features, easements, rights-of-way, or other encumbrances.</li> </ul>	<ul style="list-style-type: none"> <li>Topographic map showing environmental features and identifying the developable portion of the property.</li> </ul>
A.6	Planning	<ul style="list-style-type: none"> <li>Provide details regarding the Official Plan designation/policies and Zoning provisions, including range of permitted uses and setback requirements.</li> <li>Identify zoning for adjacent properties.</li> </ul>	<ul style="list-style-type: none"> <li>Official Plan and Zoning By-law Excerpts, including relevant schedules and zoning maps illustrating zoning for the subject property and adjacent properties.</li> </ul>
A.7	Transportation	<ul style="list-style-type: none"> <li>Confirm existing access or plans to extend existing roads to access the site.</li> <li>Confirm proximity to a major highway interchange.</li> <li>Identification of property relative to rail lines, airport and port facilities.</li> </ul>	<ul style="list-style-type: none"> <li>Road classification or street maps illustrating existing transportation network, right-of-way widths and nature/timing of any proposed transportation improvements.</li> <li>Regional map identifying closest rail, intermodal facilities, port and/or airports (where applicable).</li> </ul>

	Criteria	Description of Requirements	Documentation Required
A.8	Servicing	<ul style="list-style-type: none"> <li>• Confirmation from the municipality and utilities providers regarding the presence of existing services or, where the site is not serviced, the timing, funding responsibilities and cost of extending services to the site. Services include the following infrastructure and utilities: <ul style="list-style-type: none"> <li>○ Water</li> <li>○ Wastewater/sewer</li> <li>○ Electricity</li> <li>○ Natural gas</li> <li>○ Telecommunications</li> </ul> </li> <li>• Letters from the municipality and utilities providers shall confirm the following: <ul style="list-style-type: none"> <li>○ Presence of existing services;</li> <li>○ Excess capacity of existing services;</li> <li>○ The timing and impact of any planned upgrades; and,</li> <li>○ Where the extension of services is required to service the site, written confirmation that the site can be serviced within 6 months of the date of certification, that the timing is known or under control of the applicant or land owner, as well as an estimate of any cost to the landowner.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Infrastructure/utilities map(s) showing existing infrastructure for utilities and any proposed extensions</li> <li>• Letters from Service Providers.</li> </ul>

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	Criteria	Description of Requirements	Documentation Required
A.9	Environmental Site Assessments	<ul style="list-style-type: none"> <li>Qualified person must make statements and provide certifications about the environmental condition of the property, including verifying that the soil, ground water and sediment meet the applicable site condition standard for industrial use.</li> </ul>	<ul style="list-style-type: none"> <li>Phase 1 Environmental Site Assessment and, if necessary, a Phase 2 Environmental Site Assessment conducted by a Qualified Person as defined in Part II of Ontario Regulation 153/04.</li> <li>Verification that the Record of Site Condition has been filed to the Environmental Site Registry by the Ministry of the Environment, if applicable.</li> </ul>
A.10	Archaeological assessment	<ul style="list-style-type: none"> <li>Completion of all necessary stages of archaeological assessment (1-4). Only where sites are recommended for further assessment will Stage 3 and possibly Stage 4 be required.</li> </ul>	<ul style="list-style-type: none"> <li>Stage 1-4 Archaeological Assessment reports (as necessary). Assessments must be conducted by an archaeologist licensed in accordance with Part VI of the Ontario Heritage Act.</li> <li>A copy of the letter(s) from the Ministry of Tourism, Culture and Sport to the licensed archaeologist confirming that all necessary archaeological assessment reports have been entered into the Register.</li> </ul>

	Criteria	Description of Requirements	Documentation Required
A.11	Species at Risk Assessment	<ul style="list-style-type: none"> <li>If a federally or provincially protected species or habitat is suspected to be associated with a site, then the appropriate assessments (with consideration given to timing/seasonality) should be undertaken.</li> </ul>	<ul style="list-style-type: none"> <li>Species at Risk Assessment prepared by a qualified environmental professional indicating if and which species at risk are present.</li> <li>Letter from the Ministry of Natural Resources confirming that the assessment has been reviewed.</li> </ul>

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	Criteria	Description of Requirements	Documentation Required
A.12	Built Heritage and Cultural Landscapes	<ul style="list-style-type: none"> <li>• If the property is designated under the Ontario Heritage Act or listed on a municipal heritage register, completion of any required technical heritage studies as part of planning approvals.</li> <li>• If the property is owned or controlled by the Provincial government, assurance that the applicable provisions of the Standards and Guidelines for Conservation of Provincial Heritage Properties (2010) have been met.</li> <li>• If the property is a Federal Heritage Property of Federal Significance as per the Standards and Guidelines for Conservation of Historic Places in Canada.</li> </ul>	<ul style="list-style-type: none"> <li>• Technical heritage reports (if requested by the municipality).</li> <li>• Copy of any heritage permits or documents from Council providing consent for alterations.</li> <li>• Cultural Heritage Evaluation Report (CHER), or other technical heritage report, if one was completed as part of the EA process or a planning process authorized by legislation.</li> <li>• Strategic Conservation Plan, if the CHER identifies the property as a provincial heritage property legislation.</li> <li>• Copy of the Letter from the Minister Tourism Culture and Sport granting consent for disposition (transfer out of provincial control).</li> <li>• Written confirmation from the Federal Heritage Review Office that the requirements for disposal have been met.</li> </ul>
A.13	Environmental Assessment, if applicable	<ul style="list-style-type: none"> <li>• Confirmation of approvals under applicable environmental assessment processes required to facilitate the proposed undertaking, including sale/ lease of the property.</li> </ul>	<ul style="list-style-type: none"> <li>• Statement of Completion, Ministry of Environment Minister's or Director's Decision Letter or a Notice of Approval.</li> </ul>

	Criteria	Description of Requirements	Documentation Required
A.14	Documentation Review	<ul style="list-style-type: none"> <li>• Confirmation that:               <ul style="list-style-type: none"> <li>○ All information and documentation required as part of this program are submitted; and</li> <li>○ Studies and documentation meet the requirements of the certification process in so much as they were prepared by the required professionals and that the findings support the certification of the site based on criteria outlined and the purpose and stated objective of the Program.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Letter from licenced engineer, surveyor or Registered Professional Planner and/or</li> <li>• Letter from a Real Estate Lawyer.</li> </ul>

#### **Purpose of the Application to Certify**

The information collected in the application is a requirement for certification and will be used in developing marketing materials that will be distributed to site selection firms and/or investors seeking location opportunities in Ontario. It is desirable that applicants provide clear and detailed information, as this document may be sent in response to investment enquires.

#### **Application Submission**

Submit one (1) hard and (1) electronic (USB or CD) copy of the Application to Certify and Certification Requirements to:

Investment Ready: Certified Site Program  
 Ministry of Economic Development, Trade and Employment  
 7<sup>th</sup> Floor, 56 Wellesley St. W  
 Toronto, ON M7A 2E7

In addition, submit the Application to Certify form electronically to [investmentready@ontario.ca](mailto:investmentready@ontario.ca). Upon review of the application and certification documentation, applicants will be notified of certification. A site will remain certified for 2 years, provided the condition of the site does not change.

#### **Eligible Costs and Reimbursement**

A maximum grant of 50% of eligible costs up to \$25,000 per application will be paid as a reimbursement of eligible costs provided the following conditions have been met:

- Applications have been accepted into the program through the Pre-screening application process;
- Sites have met all certification requirements and have been successfully certified; and
- The Applicant/Owner has entered into and agreed to the terms of a funding agreement with the Province of Ontario.

To receive reimbursement, invoices for each eligible cost are required and must be submitted along with a Summary of Eligible Costs Table (provided in the funding agreement). The grant will be paid in accordance with the terms and conditions of a funding agreement satisfactory to the Province of Ontario.

Eligible expenditures must be directly related to the project and would not have otherwise been incurred by the applicant. Expenditures must be actual cash outlays to third parties that are documented through paid invoices and proofs of payment. Eligible costs ("Eligible Costs") include assessments and documentation prepared by qualified professionals for the following services:

- Title opinion.
- Surveyor's Real Property Report.
- Environmental Site Assessments.
- Environmental Assessments
- Archaeological Assessment.
- Species at Risk Assessment.
- Technical Heritage Reports.
- Documentation Review.
- Production of digital mapping and municipal documents (Official Plans, Zoning By-laws, etc.).
- Management of the application process by a third party project manager (a maximum of 10% of eligible costs up to \$5,000).

Ineligible costs include:

- Infrastructure or capital costs related to bringing the site up to eligibility.
- Costs incurred prior to the Effective Date as outlined in the funding agreement with the Province of Ontario.
- Costs incurred by an Ontario Ministry, Agency or Crown Corporation.
- Travel costs incurred by the applicant(s) as a result of the preparation of the application.
- Ongoing operational expenses including labour costs, eg. salaries, wages, including those of staff working on the certification application.
- Costs not incurred in Ontario, except when the only supplier(s) of services are outside of Ontario.
- Entertainment expenses, meals or alcoholic beverages.
- In kind contributions.
- Costs, including taxes, for which the applicant(s) has received, will receive or is eligible to receive a rebate, credit or refund.

## Contact Us

Program staff and OPS regional economic development staff are available to answer your questions.

Contact the Investment Ready: Certified Site Program office at

1-855-585-0475 or at [investmentready@ontario.ca](mailto:investmentready@ontario.ca).

Visit our website at [www.ontario.ca/certifiedsite](http://www.ontario.ca/certifiedsite) for more information.



SCHEDULE 2

