

NOTE: This is a DRAFT agreement from the previous four-year program. The new agreement will be broadly similar but is currently under development with OLTA's legal counsel and will be updated to reflect the clauses in the new contract with the Province.

## **Greenlands Conservation Partnership Program Grant Agreement**

**BETWEEN:**

**ONTARIO LAND TRUST ALLIANCE INC.**, a corporation incorporated under the laws of Canada, having its head office in the City of Toronto, in the Province of Ontario ("OLTA")

OF THE FIRST PART

-and-

«**Organization name**» ("**Partner**")

OF THE SECOND PART

Concerning: «Project name» (the "**Project**")

«Legal property name» ("the **Lands**")

[or the Conservation Easement Agreement registered on title to «Legal property name» ("the **Lands**")]

<<Assessment Roll Number>>:

**WHEREAS:**

The Partner has secured or will secure the Lands to create a new protected area and to advance the conservation of biodiversity in Ontario; and,

OLTA administers the Greenlands Conservation Partnership Program ("**GCPP**"), as provided for in OLTA's Agreement with the Ontario Ministry of the Environment, Conservation and Parks to conserve ecologically important natural areas; and,

OLTA is providing funding to the Partner through GCPP to support the securement of the Lands; and,

The Partner will be registered owner of the Lands acquired no later than ("**Date**") for conservation purposes and for the protection of the biological diversity in accordance with the aims of protecting these lands for long term conservation purposes; and

The Partner has in place or will have in place at the end of the project matching funds where there is \$2.00 for every dollar received under this Agreement; and,

The Parties have agreed that the Partner will hold and manage the Lands subject to the terms

and conditions hereinafter set out.

The Parties agree to the following:

**1. Duration**

This Agreement comes into effect on the date of last signature ("**Effective Date**") and ends on <<one year beyond closing date>> ("**Agreement End Date**") unless this Agreement is terminated earlier in accordance with the terms of the Agreement. The Project shall be completed by the Agreement End Date.

**2. Payments**

The Partner will receive a grant in the total amount of <<\$\$>> (the "**GCPP Grant**") for the approved expenses as outlined in section 3 of this Agreement.

The Partner shall immediately advise OLTA if any amount of the GCPP Grant will not be (or has not been) spent. OLTA will determine the follow-up actions required, which may include amending the Agreement and/or requiring a repayment to OLTA.

**3. Use of Funds**

The Partner will use the GCPP Grant for the following:

	<b>APPROVED EXPENSES</b>
Purchase of the Land	
Staff and/or contract staff	
Contractors	
Vehicle rental	
Travel	
Appraisal costs	
Survey costs	
Legal fees	
Land transfer taxes	
Services	
Goods	
Equipment/Capital Expenses	
Admin costs	
<b>Approved GCPP Grant</b>	

Where the Partner acquires goods, services, and/or equipment/capital expenses with the funds, it will do so through a process that promotes the best value for money in accordance with the Broader Public Sector Accountability Act, 2010 (Ontario) and the related Procurement Directive.

**4. Project Over Budget**

The Recipient acknowledges that should Project expenses exceed the amount of the Funds allocated in the Budget, OLTA is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

## 5. Payment Schedule

### *For Securement*

	<b>AMOUNT</b>	<b>PAYMENT CONDITIONS</b>
Grant payment for reimbursement	100% of GCPP Grant	Return of signed agreement with an invoice to OLTA, following OLTA's approval of the Final Report and supporting invoice provided by the Partner
Grant payment for purchase of the Land	85% of GCPP Grant	Notification of closing date and lawyer contact info with invoice to OLTA (First Installment)
Grant payment for purchase of the Land	15% of GCPP Grant	Following OLTA's approval of the Final Report and supporting invoice provided by the Partner
Grant payment for donated or CEA land	100% of GCPP Grant	Following OLTA's approval of the Final Report and supporting invoice provided by the Partner

Following OLTA's approval of the Project and execution of this Agreement by the Partner, the Partner shall issue an invoice to OLTA indicating the closing date of the purchase and OLTA shall pay 85% of the GCPP Grant (\$\$) to the Partner ("**First Installment**") three days prior to the closing date. The remaining 15% of the GCPP Grant (\$\$) will be paid following OLTA's approval of the Final Report and supporting invoice provided by the Partner.

## 6. Reporting Requirements

### *Securement*

The Partner shall provide OLTA with the following for the First Installment:

- An interim invoice.
- Indication of the expected closing date.
- Contact information for the lawyer who will hold the funds in trust.

The Partner shall provide OLTA with a ("**Final Report**") within three weeks of closing, if possible, and no later than ("**Reporting Deadline**"). In addition, the Partner shall provide OLTA with a ("**Property Management Plan**") within one year of closing [for Fee Simple properties]. The required reporting template is provided separately as a spreadsheet. The following should be submitted as the Final Report:

- Completed reporting template
- A final invoice.
- Final project budget with copies of invoices.
- Final calculation of the required stewardship fund if there is change in the appraised value of the Land reported on the application.

- A copy of the post-closing title report (transfer deed) demonstrating ownership.
- A copy of the post-closing land title (parcel register) demonstrating ownership.
- DST letter which is provided separately.
- A copy of the Statement of Adjustments (if applicable).
- A representation from a senior officer that all matching funds (excluding land value) are in place and no other sources of provincial government funds have been used as match.
- Where feasible, OLTA also requests that the Partner provide at least two high-resolution electronic photographs of the Land, along with confirmation that OLTA has permission to use the images in print and/or on-line media.

## **7. Termination and Repayment of Funds to OLTA**

OLTA may terminate this Agreement at any time for any reason without liability, penalty or costs upon giving at least 30 days' Notice to the Partner. If the Partner does not use the funds in accordance with this Agreement, then OLTA shall provide Notice to the Partner requiring that it reimburse OLTA all funds distributed plus an amount equal to the interest earned on those funds within ten business days of receipt of such Notice.

If for any reason whatsoever, the purchase of the Land is not completed on the date set out in the First Installment Invoice, then OLTA may provide Notice to the Partner requiring reimbursement of the First Installment payment plus an amount equal to the interest earned on the funds and the Partner shall make the reimbursement payment to OLTA within ten business days of receipt of such Notice.

If the Partner fails to secure and use matching funds for the purposes of the Project in the ratio of \$2.00 dollars of matching funds for every one dollar of funding provided to the Partner by ("**Reporting Deadline**"), then OLTA shall provide Notice to the Partner requiring the Partner to reimburse OLTA in the amount required to restore the required ratio of matching funds within ten business days of receipt of such Notice.

## **8. Record Maintenance**

The Partner will keep and maintain all financial records (including invoices) relating to the GCPP Grant or otherwise to the Project in a manner consistent with generally accepted accounting principles and all non-financial documents and records relating to the Funds or otherwise to the Project.

## **9. Access**

The Partner hereby grants to OLTA access to the Lands for the purposes of conducting site visits to monitor/inspect actions taken in accordance with the biodiversity conservation objectives of the GCPP. Access shall be subject to prior written notice of at least twenty-four (24) hours.

## **10. Disposition/Mortgage of the Lands**

If for any reason the Partner wishes to transfer, assign, charge, lease or otherwise dispose of all or any part of the Lands, the Partner must first obtain written consent in writing from OLTA.

The Partner may transfer, assign, lease or otherwise dispose of all or any part of the Lands for conservation purposes to a third party that would qualify as an eligible recipient under GCPP, or may mortgage the Lands, in each case subject to the prior written consent of OLTA, such consent not to be unreasonably withheld, provided the transferee, assignee, leasee or mortgagee first enters into a written agreement with OLTA satisfactory thereto covenanting to be bound by the terms of this Agreement, and requiring any future transferee, mortgagee, assignee or lessee to enter into a similar agreement with OLTA.

Where OLTA does not grant consent as described above and the Partner proceeds to dispose, transfer, assign, lease or mortgage the Lands, OLTA at its sole discretion may require the Partner to reimburse OLTA the full amount of the GCPP Grant provided through this Agreement.

## **11. Recognition and Communications**

The Partner shall not publicly announce receiving the GCPP Grant or anything to do with this Agreement without permission from OLTA. No acknowledgement of the GCPP Grant shall be made without permission from Ontario. The Partner will give credit to and acknowledge receipt of financial assistance from the Ontario Land Trust Alliance and Government of Ontario.

The Partner may only use the OLTA and Ontario logo by requesting and obtaining written approval from OLTA. The placement of the logo on the Partner's materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.

The Partner will invite OLTA and, at OLTA's request, representatives from the Ontario Government to participate in any public announcements or ceremonies concerning the project, and further agree to cooperate with OLTA in any communications OLTA might lead pertaining to achievements realized under this Program.

Where feasible, OLTA also requests that the Partner provide at least two high-resolution electronic photographs of the Land, along with confirmation that OLTA has permission to use the images in print and/or on-line media.

## **12. Information/Data Disclosure**

The Partner acknowledges that information and data provided to OLTA in the Partner's GCPP funding application and/or in any documents produced with support of the GCPP Grant may be shared by OLTA with its government partners, and that the Partner has obtained necessary consent from the owner of the Lands to do so, where such owner is different than the Partner.

### **13. Indemnity and Insurance**

The Partner shall indemnify and save harmless OLTA against any and all claims, charges, costs, actions, causes of action and demands whatsoever that may in any way arise from the ownership and management of the Lands by the Partner under and concerning this Agreement.

The Partner shall, at its own expense, maintain, at all material times, insurance coverage in the amount of five million dollars (\$5,000,000) in Canadian funds through a private insurance provider, with respect to any claims, demands, actions or causes of action that may arise in connection with its obligations and covenants under this Agreement and shall provide to OLTA, upon reasonable written request from OLTA, a copy of said certificates of insurance.

### **14. Registration of Agreement**

The parties agree that, if requested by OLTA, notice of this Agreement shall be registered on title to the Lands by the Partner, at the Partner's expense.

### **15. Right to Audit**

Upon 24 hours' notice and during normal business hours, the Partner shall permit OLTA to enter into the Partner's premises to examine, audit and copy any invoices, accounts, receipts or other records or materials relating to their obligations under this agreement.

### **16. Meetings and Reports**

The Partner shall convene meetings when requested by OLTA acting reasonably to review the status of the Lands. The Partner shall, at such meetings of the parties, report on the use of the Lands for the period dating back to the acquisition/registration date or the previous meeting as the case may be, including, if available, information regarding the condition of the property, improvements constructed or repaired and any educational programs conducted. Any meetings should consider the accessibility needs of attendees with disabilities and the Parties should use best efforts to accommodate these needs. The parties should use best efforts to hold virtual meetings instead of requiring travel.

## **17. Notices**

All notices, requests or other communications required or permitted to be given under this Agreement (“Notices”) shall, unless otherwise specifically provided for in this Agreement, be given in writing in accordance with this section. Notices may be personally delivered, sent by registered mail, or sent by facsimile to the parties at the addresses set out on the first page of this Agreement. Any Notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 4th mail delivery day following the day on which it was posted. Any Notice sent by facsimile shall be deemed to have been received by the party to whom it was addressed on the day following the day on which it was sent.

## **18. Confidentiality**

Each party shall keep confidential any confidential information relating to the other party’s finances, marketing and fund-raising, to which it obtains access and shall take all reasonable precautions to protect such confidential information of the other party from any use, or disclosure except as expressly authorized under this Agreement, or as reasonably required in order to give effect to the rights granted under this Agreement.

## **19. Compliance with Laws/Governing Law**

The Partner agrees that it shall conduct its activities in accordance with the requirements of all applicable laws. This Agreement shall be interpreted in accordance with, and governed by, the laws of the Province of Ontario.

## **20. Enforceability**

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof which is necessary to render the provisions valid, legal and enforceable, shall be severed from the Agreement and the other provisions and the remaining part thereof of that provision shall remain in full force and effect.

## **21. First Nation and Metis Consultation**

The Partner agrees to immediately notify OLTA if any First Nation or Metis community raises any concerns about the Project having a potential impact on protected rights.

## **22. Representations and Warranties**

The Partner represents and warrants to OLTA that:

- (a) it is a registered Canadian charity;
- (b) it has the requisite power to own the Property described in the Project, to carry on the

activities and to perform its obligations as contemplated by this Agreement;

(c) is in compliance or substantially in compliance with the Canadian Land Trust Standards and Practices;

(d) the execution and delivery of this Agreement and the carrying out of all of the activities contemplated hereby, have been duly authorized by all requisite action of its Board of Directors;

(e) this Agreement constitutes a legally binding obligation of the Partner, enforceable against it in accordance with its terms, subject to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.

OLTA represents and warrants to the Partner that:

(a) the execution and delivery of this Agreement by it and the carrying out by it of all of the activities contemplated hereby, have been duly authorized by all requisite action of its Board;

(b) it has full power to execute and deliver this Agreement and to perform its obligations hereunder;

(c) this Agreement constitutes a legally binding obligation of OLTA, enforceable against it in accordance with its terms.

All representations and warranties will survive the execution of this Agreement.

### **23. Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.

### **24. Binding**

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**ONTARIO LAND TRUST ALLIANCE INC.**

Per: \_\_\_\_\_  
Alison Howson, Executive Director

Signed this \_\_\_\_ day of \_\_\_\_\_ 2021 X

**«Organization name»**

I represent and warrant that I am duly authorized to bind <<Organization Name>>

Signed this \_\_\_\_ day of \_\_\_\_\_ 202X

Per: _____	_____
Name & position of Signing Authority	Signature

Per: _____	_____
Name & position of second Signing Authority	Signature
Where required to bind the corporation	