

## **DRAFT - Greenlands Conservation Partnership 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”, and together with OLTA the “Parties” and each a “Party”)

OF THE SECOND PART

Concerning: «**Project name**» (the “Project”)

«Legal property description» (“the Lands”) **OR**

[the Conservation Easement Agreement registered on title to «Legal property description» (“the Lands”)]

<<Assessment Roll Number>>:

**WHEREAS:**

The Partner has secured or will secure the Lands to create a new protected area to advance the conservation of biodiversity in Ontario and increase the availability of green spaces for Ontarians to enjoy; and,

OLTA administers the Greenlands Conservation Partnership (“GCP”), 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 GCP to support the securement of the Lands; and,

The Partner will be the registered owner of the Lands and shall be responsible for their preservation and protection, including biological diversity, to assist with the long-term conservation of the Lands; and

The Partner will ensure that the Lands have or will have some form of public access prior to February 18, 2028; except for Lands which are managed under a Conservation Easement Agreement with private landowners; and

The Partner has secured or will secure prior to the 2025/26 eligible match deadline of **January 31, 2026** matching funds where there is at least **\$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**

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

**OR**

[CEA] - This Agreement comes into effect on the date of the signature of the last Party ("Effective Date") and ends on **<<six months beyond closing date>>** ("Agreement End Date"), unless terminated earlier or extended in accordance with the terms of this Agreement. The Project shall be completed by the Agreement End Date.

### **2. Acquisition Date**

The Partner shall be the registered owner of the Lands no later than **<<date>>** ("Acquisition Date").

### **3. Payments**

The Partner will receive a grant in the total amount of **<<\$>>** (the "GCP Grant") for the approved expenses as outlined in Section 4 of this Agreement.

The Partner shall immediately advise OLTA in writing if: (i) any amount of the GCP Grant is not spent prior to the 2025/26 eligible expense deadline of **January 31, 2026** and (ii) during the course of the Project it becomes reasonably foreseeable that any amount of the GPC Grant will not be spent prior to the 2025/26 eligible expense deadline of **January 31, 2026**. In the event of the foregoing, OLTA will determine, in its sole discretion, any subsequent actions required, which may include, but shall not be limited to, amending the Agreement and/or requiring a repayment to OLTA of any amount of the GCP Grant that has not been spent.

### **4. Purpose and Use of Funds**

The Partner shall be responsible for the preservation and protection of the Lands, to fulfill the GCP's primary purpose of protection for ecologically important natural landscapes and secondary purpose of increasing the availability of green spaces for Ontarians to enjoy ("Purpose"). The Lands shall only be used for the foregoing Purpose and not for any other purpose.

The approved expenses in connection with the GCP Grant shall be as follows (the “Budget”):

	<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>Total Approved GCP Grant</b>	

Where the Partner acquires goods, services, and/or equipment/capital expenses with the GCP Grant, it shall ensure the process used to do so promotes the best value for money in accordance with the [Broader Public Sector Accountability Act, 2010 \(Ontario\)](#) and related Procurement Directive.

### **Project Over Budget**

The Partner acknowledges that should Project expenses exceed the amount of the GCP Grant allocated in the Budget, OLTA is not responsible for any additional funding, and the Partner shall be solely responsible for and hereby undertakes to incur all further costs or expenses of any nature whatsoever necessary to complete the Project.

### **Payment Schedule**

#### ***For Securement***

Following OLTA’s approval of the Project and execution of this Agreement by the Partner:

- (A) Grant payment in advance of purchase of the Lands (Fee Simple or Conservation Easement Agreement)

<b>AMOUNT</b>	<b>PAYMENT CONDITIONS</b>
85% of GCP Grant (\$\$\$\$)	Notification of closing date and lawyer contact information and banking details with invoice to OLTA (First Installment)
15% of GCP Grant (\$\$\$)	Following OLTA’s approval of the Final Report and supporting invoice provided by the Partner

The Partner shall issue an invoice to OLTA indicating the closing date (“Closing Date”) of the Land purchase transaction (which date shall not be later than the Acquisition Date) and OLTA shall pay 85% of the GCP Grant (\$\$) to the Partner, or the Partner’s lawyer in trust, the (“First Installment”), at least three business days prior to the Closing Date. The remaining 15% of the GCP Grant (\$\$) will be paid following OLTA’s approval of the Final Report and supporting invoice provided by the Partner.

**OR**

(B) Grant payment for reimbursement of purchase of Lands **OR** for donated Lands

	<b>AMOUNT</b>	<b>PAYMENT CONDITIONS</b>
Reimbursement	100% of GCP Grant (\$\$\$\$)	Following OLTA’s approval of the Final Report and supporting invoice provided by the Partner
Donated Lands	100% of GCP Grant (\$\$\$\$)	Following OLTA’s approval of the Final Report and supporting invoice provided by the Partner

100% of the GCP Grant (\$\$\$) will be paid following OLTA’s approval of the Final Report and supporting invoice provided by the Partner.

## 5. Reporting Requirements

### **Securement**

The Partner shall provide OLTA with the following prior to receiving the First Installment:

- An interim invoice.
- Indication of the expected Closing Date.
- Contact information & banking details for the lawyer who will hold the funds in trust.

The Partner shall provide OLTA with a (“Final Report”) **within three weeks** of the Closing Date where possible, but in any event no later than **February 17, 2026** (“Reporting Deadline”). In addition, the Partner shall provide OLTA with a Property Management Plan within one year of the Closing Date [for Fee Simple properties] and a completed communications metrics reporting template within six months of the Closing Date. The required reporting and communications metrics templates will be available in the Partner’s grant portal through the Foundant software system, alongside the reporting follow up forms. The Final Report shall contain the following:

- Completed reporting template
- Final project budget with copies of invoices for expenses
- A copy of the appraisal summary (appraiser designated by the Appraisal Institute of Canada-Ontario)
- 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
- A copy of the title report (transfer deed) and certified land title register with the

- registration of Conservation Easement Agreement.
- For Conservation Easement Agreements only, a copy of the full signed *Baseline Documentation Report (BDR)*
  - A copy of the registration of the Conservation Easement Agreement
  - 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 Matching Funds
  - Where feasible, OLTA also requests that the Partner shall 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.
  - Completed external project audit of the entire project, undertaken by a qualified CPA, prior to the end of February 2025 [for projects receiving \$500,000 or more in Greenlands funding for a securement project]

## **6. 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 (as such term is defined in Section 16 of this Agreement). If the Partner does not use the GCP Grant in accordance with this Agreement, then OLTA shall provide Notice to the Partner requiring that it reimburse OLTA all funds distributed by it, 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 Lands is not completed on the date set out in the interim invoice provided prior to payment of the First Installment, then OLTA may provide Notice to the Partner requiring reimbursement of the First Installment payment plus an amount equal to the interest earned on such funds, and the Partner shall make such reimbursement payment to OLTA within ten business days of receipt of such Notice.

If the Partner fails to secure and use additional funds for the purposes set out in Section 4 hereof in the minimum ratio of **\$2.00** for every one dollar of the GCP grant provided to the Partner ("Matching Funds") prior to 2025/26 eligible match deadline of **January 31, 2026**, 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.

## **7. Record Maintenance**

The Partner will keep and maintain all financial records (including invoices) relating to the GCP Grant and the Project in a manner consistent with generally accepted accounting principles, as well as all non-financial documents and records relating to the GCP Grant and the Project.

## 8. 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 GCP, or for such other purposes deemed necessary by OLTA. Access shall be at the sole discretion of OLTA and subject to prior written Notice of at least twenty-four (24) hours.

## 9. Disposition/Mortgage of the Lands

If 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 from OLTA.

The Partner may only transfer, assign, lease or otherwise dispose of all or any part of the Lands for the Purposes to a third party that would qualify as an eligible recipient under GCP in accordance with the eligibility requirements set out in GCP guidelines, or may mortgage the Lands, in each case subject to the prior written consent of OLTA and the Government of Ontario, 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 and the Government of Ontario 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 GCP Grant provided through this Agreement.

The Partner shall not, without prior consent of the Government of Ontario, sell, lease, or otherwise dispose of any asset purchased or created using the GCP Grant or for which the GCP Grant was provided, the cost of which exceeded \$1,000.00 at the time of purchase.

## 10. Recognition and Communications

The Partner shall not publicly announce receiving the GCP Grant or disclose the existence of this Agreement or any part thereof without permission from OLTA. No acknowledgement of the GCP Grant shall be made without permission from the Government of Ontario. The Partner will give credit to and acknowledge receipt of financial assistance from OLTA and the Government of Ontario.

The Partner may only use OLTA and Government of Ontario logos by requesting and obtaining written approval from OLTA and the Government of Ontario. 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 acknowledge the support of OLTA and the Government of Ontario for the Project by issuing a **minimum of one news release** through a third-party platform (social or traditional media), provided the use of such platform is permitted by the Government of Ontario and OLTA. At least fifteen business days in advance of publication, the Partner will provide a draft of any communications material to OLTA for review, comment, and approval to ensure compliance with the Agreement. OLTA will coordinate approval with the Government of Ontario.

For any digital communications that the Partner posts on social media about OLTA and the Government of Ontario 's support of the Project, the Partner will tag the official social media accounts of OLTA and the Government of Ontario, where appropriate.

The Partner acknowledges that OLTA and the Government of Ontario may require the display of signs to be designed, produced and installed at the Government of Ontario's expense at one or more Project sites indicating the Government of Ontario's financial contribution to the Project. All signage will require the same approval process as outlined for all other communications materials.

The Partner will invite representatives from OLTA and, at OLTA's request, representatives from the Government of Ontario to participate in any public announcements or ceremonies concerning the Project. Invitations will be made at least one month in advance of the event. The Partner further agrees to cooperate with OLTA in any communications OLTA might make pertaining to achievements realized under this Program.

Where feasible, the Partner shall 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.

#### **11. Information/Data Disclosure**

The Partner acknowledges that information and data provided to OLTA in the Partner's GCP funding application and/or in any documents produced with support of the GCP 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.

The Partner agrees that if the Government of Ontario provides the Partner with any data as an in-kind contribution to the Project, the Partner will not disclose the data without the prior written approval of the Government of Ontario or OLTA.

#### **12. Indemnity and Insurance**

The Partner shall indemnify and save harmless OLTA, its officers, directors, and shareholders from all manner of actions, causes of actions, claims, suits, debts, dues, accounts, bonds, covenants, contracts, demands and liabilities whatsoever, both in law and in equity, including but not limited to, any of the foregoing which may arise out of or in any way be connected to the Partner's ownership and management of the Lands under and concerning this Agreement.

The Partner shall, at its own expense, obtain and maintain, at all material times, insurance coverage of the kind(s) and in the amount(s) required by OLTA from time to time. Notwithstanding the foregoing, the minimum amount of insurance coverage shall be five million dollars (\$5,000,000) in Canadian funds and shall be adequate to address any claims, demands, actions or causes of action that may arise in connection with its obligations and covenants under this Agreement. The Provider shall obtain such insurance coverage through a private insurance provider.

The Partner shall list OLTA as an additional insured on all insurance policies in connection with its obligations under or related to this Agreement and shall provide to OLTA a copy of said certificate(s) of insurance.

### **13. 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.

### **14. Right to Audit**

Upon the request of OLTA, the Partner shall provide to OLTA for examination and audit copies any invoices, accounts, receipts or other records or materials relating to their obligations under this Agreement. Upon the request of OLTA and upon 24 hours' Notice, the Partner shall permit OLTA to enter into the Partner's premises during normal business hours as part of the foregoing examination and audit.

### **15. 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 Date or the previous meeting, as the case may be, including, if available, information regarding the condition of the Lands, 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, where appropriate.

### **16. 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 18. Notices may be personally delivered, sent by registered mail, nationally recognized courier, or sent by facsimile to the Parties. 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 courier shall be deemed to have been received by the Party to whom it was addressed upon receipt by the addressee. 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.



## **17. Confidentiality**

Each Party shall, and shall use its best efforts to cause its respective representatives to, hold in confidence and take all reasonable precautions to protect from disclosure any and all information, whether written or oral, concerning the other Party obtained in connection with this Agreement, including with respect to finances, marketing and fundraising activities thereof, except to the extent that a Party can show that such information: (a) is generally available to and known by the public through no fault of the Party or any of its respective representatives; (b) is lawfully acquired by the Party or any of its respective representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; (c) is expressly authorized under this Agreement or (d) is reasonably required to give effect to the rights granted under this Agreement. If either Party or any of their respective representatives are compelled to disclose any information by judicial or administrative process or by other requirements of law, the Party compelled to disclose such information shall promptly notify the other Party in writing and shall disclose only that portion of such information which the Party is advised by its counsel in writing it is legally required to be disclosed; provided that the Party shall use their best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded to such information.

## **18. 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 Government of Ontario.

## **19. 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.

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

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

## 21. 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 Lands and to perform its obligations as contemplated by this Agreement;
- (c) it is in compliance with the Canadian Land Trust Standards and Practices and all applicable laws;
- (d) the execution, delivery and performance of this Agreement have been duly authorized by all requisite action of its Board of Directors;
- (e) the execution, delivery and performance by the Partner of this Agreement and the consummation of the transactions contemplated hereby, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of its Articles, by-laws, or other constating documents; (ii) conflict with or result in a violation or breach of any agreement or other legally binding obligation of the Partner; (iii) conflict with or result in a violation or breach of any provision of any applicable law or any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling applicable to it; or (iv) require the consent, notice or other action by any person under any contract to which it is a party.
- (f) 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 of Directors;
- (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.

