

**ONTARIO TRANSFER PAYMENT AGREEMENT
For the Encampment Response Initiative
Under the Homelessness Prevention Program**

THE AGREEMENT is effective as of the 1st day of January, 2025

B E T W E E N :

**His Majesty the King in right of Ontario as represented
by the Minister of Municipal Affairs and Housing**

(the “Province”)

- and -

City of Hamilton

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS AND E-SIGNATURES

3.1 **One and the Same Agreement.** The Agreement may be executed and delivered in counterparts by electronic means, including by email transmission in PDF format, and the Parties may rely on such electronic execution as though it were an original hand-written signature.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project;
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (d) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,

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

- SIGNATURE PAGE FOLLOWS -

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Municipal
Affairs and Housing**



January 28, 2025
Date

Name: Sean Fraser
Title: Assistant Deputy Minister,
Municipal and Housing Operations Division

City of Hamilton

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

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

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

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

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

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

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

"Contribution Agreement" means an agreement entered into by the Recipient and a Proponent for the construction, acquisition, conversion and/or rehabilitation in respect of the Project.

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

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

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

“Funding Year” means the period commencing on April 1, 2024 and ending on March 31, 2025.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

“Proponent” means any recipient of Funds pursuant to an executed Contribution Agreement with the Recipient in respect of the Project.

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary

to carry out the Project;

- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (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 will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or

Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;

- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any capital asset purchased, built or expanded with the Funds for a period of five years from the date of Project completion as indicated in the Notice provided to the Province pursuant to subsection C3.1(7). Despite the foregoing, the Recipient may dispose of any such assets during this five year period provided that the Recipient:

- (i) is of the opinion that the asset is no longer needed for its intended use, as contemplated by this Agreement; and
- (ii) reinvests any proceeds from the disposition of the asset towards other housing and homelessness initiatives within the Recipient's service area.

A6.0 CONFLICT OF INTEREST

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

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

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

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

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

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

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

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

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

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any

information the Province identifies; and

(d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

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

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Communications.** The Recipient shall ensure that there will be no Project-related publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of the Province. In providing such consent, the Province may require the Recipient to acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

- (d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

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

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

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

A12.1 Events of Default. It will constitute an Event of Default:

if, in the opinion of the Province, the Recipient breaches any

representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

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

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

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery or courier.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

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

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

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

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$586,970.00
Expiry Date	March 31, 2026
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p><u>Position:</u> Tanisha Lewis, Director, Housing Programs Branch, Ministry of Municipal Affairs and Housing</p> <p><u>Address:</u> 777 Bay Street, 14th Floor, Toronto, ON M7A 2J3</p> <p><u>Email:</u> tanisha.lewis@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p><u>Position:</u> Michelle Baird Director Housing Services Division</p> <p><u>Address:</u> 350 King Street East, Suite 110 Hamilton, ON L8N 3Y3</p> <p><u>Email:</u> Michelle.baird@hamilton.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p><u>Position:</u> Michelle Baird Director Housing Services Division</p> <p><u>Address:</u> 350 King Street East, Suite 110 Hamilton, ON L8N 3Y3</p> <p><u>Email:</u> Michelle.baird@hamilton.ca</p>

Additional Provisions:

1. The following provisions are added as Additional Provisions.

B1.0 PROJECT OVER BUDGET

B1.1 Project Over Budget. The Recipient acknowledges that should Project expenses exceed the amount of the Funds, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to carry out the Project.

SCHEDULE “C” PROJECT

BACKGROUND

On April 1, 2022, the new Homelessness Prevention Program (“HPP”) was introduced to prevent, address and reduce homelessness, and the Province and Recipient entered into a Transfer Payment Agreement for the program.

On December 12, 2024, the Province announced \$20 million in new, one-time Encampment Response Initiative (“ERI”) funding under the HPP to support the expansion of emergency shelter capacity through the conversion or expansion of existing facilities to create additional new emergency shelter spaces, or new structures to increase emergency shelter capacity.

The Recipient has provided a written pledge to use the funds to help transition individuals from encampments into emergency shelter facilities, and was invited to submit an ERI business case funding proposal for the Province’s consideration. The Project, as outlined below, was approved by the Province. The Province and the Recipient have entered into this Agreement with respect to the Project.

C1.0 THE PROJECT

- C1.1 The Recipient has identified encampments at J.C. Beemer Park/Tweedsmuir Park; Bishop’s Park; Claremont Access Parkettes; 298 Hunter Street East (green space west of Claremont Access); Carter Park; Myrtle Park; and the Rail Trail between extension of Wellington Street South and Sherman Avenue South, located in City of Hamilton and will use the Funds to undertake shelter expansions / renovations in the City of Hamilton to provide encampment residents with emergency shelter (the “Project”).
- C1.2 The Project will provide 192 new emergency shelter spaces through the expansion and renovation of existing facilities.
- C1.3 The Recipient will provide Notice to the Province once an address or addresses for the Project has been determined. No Funds will be advanced until such Notice is provided, unless the Province agrees otherwise in writing.

C2.0 ALLOCATION AND USE OF FUNDS

- C2.1 Notwithstanding the provisions or details outlined in the Recipient’s approved business case, the allocation and use of the Funds shall be governed exclusively by the terms of this Agreement.

- C2.2 The Recipient may use the Funds solely for the expenses specified in the Budget. All expenses must be directly and demonstrably related to the approved Project. Funds may only be used for operating expenses where such expenses are explicitly approved and detailed in the Budget, and must be incurred between January 1, 2025 and March 31, 2025.
- C2.3 The Recipient may not use Funds for the following expenses:
- i. Beds provided in hotels/motels and vouchers for hotels/motels, and.
 - ii. Operational costs incurred beyond March 31, 2025.
- C2.4 The Funds may not be used for expenses explicitly listed in section C2.3 or for any other expenses deemed inconsistent with the purpose and scope of the Project. The Province reserves the right to review and determine the eligibility of any expenses not explicitly outlined in this section and the Budget.
- C2.5 The use of the Funds for the Project is granted as a one-time funding by the Province and does not establish any precedent, intention, or expectation of continued or future funding for similar expenditures for this Project or otherwise.
- C2.6 Where there are multiple capital or operating projects described in C1.0, any requirements specified in this Agreement shall apply individually and independently to each project. Compliance with the requirements for one project does not exempt or diminish the obligation to fulfill the same requirements for other projects. Each project shall be treated as distinct and subject to its own compliance assessment.

C3.0 CAPITAL PROJECTS

C3.1 Where the Project is a capital project, the following terms and conditions apply.

(1) **Requirements for Project.** The Project must:

- a. have all required municipal approvals in place to permit the proposed development, such as zoning, minor variances, land severances, or site plan approvals, or be well advanced in the planning approvals process;
- b. be financially viable from a construction and operating cost perspective based on Recipient confirmation;
- c. meet current Ontario Building Code requirements; and
- d. for acquisition Projects only, be procured in accordance with procurement policies adopted and maintained under the *Municipal Act, 2001*.

(2) **Contribution Agreement Requirements.** Where a Proponent other than the Recipient will own the Project, the Recipient shall enter into an appropriate form of Contribution Agreement with the Proponent. The Contribution Agreement shall require that the Funds be provided to the Proponent as a forgivable loan. Prior to entering into this Contribution Agreement, the Recipient shall ensure that the

Proponent has disclosed all of its creditors, debt and the proposed construction, acquisition, rehabilitation and/or conversion costs associated with the Project in full. The Recipient shall ensure that the Contribution Agreement requires the Proponent to:

- a. complete the construction of the Project within the construction budget and financing requirements approved by the Recipient and within the required timelines;
- b. ensure that until construction of the Project is complete (i) all claims for lien registered against the Project are promptly vacated, (ii) the Proponent does not incur any additional construction financing, capital or operating debt related to the Project without the Recipient's consent and (iii) any work orders issued against the Project by any governmental entity, agency or official are addressed to the satisfaction of the Recipient;
- c. obtain, and maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage;
- d. provide to the Recipient valid insurance and WSIA certificates evidencing the above coverage;
- e. use its property insurance proceeds to repair or rebuild the Project in the event of damage to all or part of them;
- f. require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project;
- g. require the Proponent to not sell, lease, or otherwise dispose of the Project for a period of five years from the date of Project completion, and to use the Project for its intended use, as contemplated in this Agreement, for the duration of this five year period;
- h. refund to the Recipient any misused funds; and
- i. provide the reports and other information to the Recipient needed to enable the Recipient to comply with requirements of this Agreement, including the reporting requirements.

(3) **Submission of Executed Contribution Agreement.** In order to commit the Funds, the Recipient shall submit a copy of the executed Contribution Agreement to the Province by March 21, 2025. For acquisition Projects, the Recipient shall also submit an executed agreement of purchase and sale.

- (4) **Commencement of Project.** For acquisition Projects, the executed agreement of purchase and sale must have a closing date no later than May 2, 2025. For all other capital Projects, the Recipient shall commence the Project within sixty (60) Business Days from the date that this Agreement is fully executed. Failure to meet this timeline without prior written approval from the Province may result in termination of this Agreement or reallocation of Funds.

The Recipient must provide written confirmation to the Province within ten (10) Business Days of commencing the Project, detailing the start date and initial activities undertaken. The confirmation shall be in the form of a template to be provided by the Province following execution of this Agreement.

- (5) **Extensions to Commencement Timeline.** Any request for an extension to the commencement timeline must be submitted in writing to the Province no later than fifteen (15) Business Days before the expiration of the 60-day period. Approval of such request shall be at the sole discretion of the Province. If the Project is delayed, the Recipient must provide a written explanation of the cause, the anticipated new start date, and any potential impacts on the Project timeline and outcomes.

If the Project does not commence within sixty (60) Business Days and no extension is granted by the Province, the Province reserves the right to:

- a. Terminate this Agreement.
- b. Require the Recipient to return any disbursed Funds.
- c. Reallocate the Funds to other eligible projects or recipients.

- (6) **Notice of 50 Per Cent Completion.** The Recipient must provide written confirmation to the Province within ten (10) Business Days of achieving fifty (50) percent project completion. The confirmation will be in the form of a template to be provided by the Province.

- (7) **Completion of Project Deadline and Notice.** All capital Projects must be completed by December 31, 2025. The Recipient must provide written confirmation to the Province within ten (10) Business Days of completing the Project, using the template to be provided by the Province. The Recipient will also provide written confirmation of occupancy no later than February 15, 2026.

- (8) **Monitoring Requirements.** Where a Proponent other than the Recipient will own the Project, the Recipient shall monitor the Project to determine whether the Proponent is carrying out all development activities in such manner and within such time periods as are required under the Contribution Agreement. The Recipient shall use its best efforts to enforce the terms of the Contribution Agreement, including with respect to construction start and completion timelines. The Recipient shall immediately inform the Province in writing of the following matters as soon as it becomes aware of them:

- a. a request by the Proponent to transfer responsibility for the Project;
 - b. any failure by the Proponent to carry out development activities which threatens the completion of the Project;
 - c. if the construction, acquisition, rehabilitation and/or conversion of the Project has not commenced within sixty (60) Business Days of the date this Agreement is fully executed;
 - d. any substantial breach by the Proponent of its Contribution Agreement;
 - e. the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
 - f. the appointment of a receiver or a receiver and manager for all or a portion of the Project;
 - g. the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets;
 - h. if the construction, acquisition, rehabilitation and/or conversion, repair and/or upgrade activity has not been or is not likely to be completed by December 31, 2025; and
 - i. any significant changes to a Proponent's business structure.
- (9) **Additional Events of Default.** The Province may suspend, reduce or cease funding in relation to the Project, shall have no obligation to provide any further Funds in respect of the Proponent and shall have no liability for any consequential or other damages and/or liability incurred by the Recipient or the Proponent as a result of the suspension, reduction and/or cessation of funding, if any of the following events occur:
- a. the Proponent does not complete construction, acquisition, rehabilitation and/or conversion in respect of the Project;
 - b. the Proponent uses the Funds provided to it by the Recipient for a purpose other than that contemplated in this Agreement; or
 - c. one of the events referred to in subsection C3.1(8) has occurred in relation to the Proponent.
- (10) **General.** For greater certainty, the rights set out in subsection C3.1(9) are in addition to any other rights the Province may have under this Agreement and any other rights the Province may have at law.

C4.0 PAYMENT OF FUNDS

C4.1 Payment of Funds for the Project by the Province will be made to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E". Where the Project is owned by a Proponent, the Recipient will be responsible for advancing the Funds to the Proponent based on the Proponent's completion of Project milestones and compliance with the Contribution Agreement.

C5.0 NOTICES

C5.1 For greater certainty, the Recipient must provide the written confirmations as set out in this Agreement, including but not limited to:

- (1) Executed copy of Contribution Agreement by March 21, 2025, as set out in subsection C3.1(3);
- (2) Request to reallocate funds from one budget line to another by March 7, 2025, as set out in Schedule D, section D1.1;
- (3) Written confirmation of commencement of project as set out in subsection C3.1(4);
- (4) Extension of commencement of Project as set out in subsection C3.1(5);
- (5) Written confirmation of 50 per cent completion of Project as set out in subsection C3.1(6);
- (6) Written confirmation of completion of Project as set out in subsection C3.1(7);
and
- (7) Written confirmation of occupancy by February 15, 2026, as set out in subsection C3.1(7).

**SCHEDULE “D”
BUDGET**

Budget

Item	Amount
Hard Costs (labour, construction materials, equipment, etc.)	\$586,970.00
Total	\$586,970.00

D1.0 Budget Line Reallocations

D1.1 The Recipient may request to reallocate funds from one existing budget line to another existing budget line. Any such request must be accompanied by a rationale and be submitted to the Province prior to March 7, 2025. A reallocation must receive prior written approval from the Province to take effect. Decisions regarding reallocation requests will be at the sole discretion of the Province. Reallocations between capital and operating expenses, or between operating and capital expenses, will not be approved.

SCHEDULE "E" PAYMENT PLAN

Capital Project Funding

Payment No.	Payment Date	%	Amount
1	If the Project is owned by the Recipient: Within 30 Business Days of execution of this Agreement by the Parties If the Project is owned by a Proponent other than the Recipient: Within 30 Business Days of Provincial acceptance of the executed Contribution Agreement	50%	\$293,485.00
2	Within 30 Business Days of Provincial approval of Confirmation of 50 Per cent Construction Completion	40%	\$234,788.00
3	Within 30 Business Days of Provincial approval of Confirmation of Project Completion and Confirmation of Occupancy	10%	\$58,697.00
Total		100	\$586,970.00

SCHEDULE “F” REPORTS

Name of Report	Due Date
Monthly Emergency Shelter Report	On the 15 th of each month, beginning March 2025 and ending March 2026
Initial Project Report	March 10, 2025
Financial Operating Report	April 30, 2025

If the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

REPORT DETAILS

Monthly Emergency Shelter Report Requirements

1. Through the Monthly Emergency Shelter Reports, the Recipient will provide data and information on:
 - (a) The Recipient’s progress on the Project,
 - (b) Number of spaces/beds created in shelter facilities,
 - (c) Number of individuals in encampments the Recipient has helped move to shelter facilities,
 - (d) Number of individuals in encampments the Recipient has helped move to housing,
 - (e) Number of individuals who are staying in encampments,
 - (f) Number of unique encampment sites, and
2. The Recipient will submit Monthly Emergency Shelter Reports in a format to be provided by the Province.

Initial Project Report Requirements

3. Through the Initial Project Report, the Recipient will provide details on the Recipient’s progress to date, planned next steps and financial forecast.
4. The Recipient will submit an Initial Project Report in a format to be provided by the Province. The report will cover the period from January 1, 2025 to February 28, 2025.

Financial Operating Report Requirements

5. The Recipient will submit a Financial Operating Report in a format to be provided by the Ministry. The report will cover the period from January 1, 2025 to March 31, 2025.

Submission of Reports

6. All reports are to be submitted through Transfer Payment Ontario (TPON) unless the Province notifies the Recipient otherwise.

Other Reports

7. The Province will specify the timing and content of any other reports as may be necessary.