

## ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the **first day of April 1, 2018**

### **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Citizenship and Immigration**

**(the "Province")**

**- and -**

**TORONTO AND REGION CONSERVATION AUTHORITY (TRCA)**

**(the "Recipient")**

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this 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 The agreement, together with:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project Description and Timelines  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports  
Schedule "G" - Acknowledgement, and  
any amending agreement entered into as provided for in section 4.1,

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

## **2.0 CONFLICT OR INCONSISTENCY**

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

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

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT**

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

## **5.0 ACKNOWLEDGEMENT**

**5.1** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

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

**- SIGNATURE PAGE FOLLOWS -**

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  
Citizenship and Immigration**

April 19, 2018  
Date

  
\_\_\_\_\_  
Yvonne Ferrer  
A/Director, Program Management and Evaluation  
Branch

**TORONTO AND REGION CONSERVATION  
AUTHORITY**

April 2, 2018  
Date

  
\_\_\_\_\_  
Michael Tolensky  
Chief Financial and Operating Officer

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

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

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

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

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

**"Event of Default"** has the meaning ascribed to it in section A13.1.

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

**"Funding Year"** means:

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

**“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.

**“Intellectual Property”** has the meaning ascribed by the common law and any statute law, both in Canada and internationally, and include patents, copyright, trademarks, and trade secrets.

**“Maximum Funds”** means the maximum Funds 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 A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Participant”** means an internationally trained individual who is a newcomer to Ontario, including naturalized Canadians, permanent residents, convention refugees, and refugee claimants who are eligible to work in Ontario.

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

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

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

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

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

### A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient 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 designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to 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 Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section A12.1.

**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 or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario;
- (e) not use the Funds for Participant stipends; Participant wage subsidies; capital expenditures such as the purchase, renovation or construction of facilities; profit-making activities that fall outside the scope of the Project; performance bonuses for the Recipient's employees, contractors or agents; and budget deficits.

**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:

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

**A4.6 Rebates, Credits, and Refunds.** The Ministry 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:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 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 to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as 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.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;

- (b) submit to the Province at the address referred to in section A17.1, 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; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will 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.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will 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 the Project or otherwise in connection with the Agreement, unless solely caused by the 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 provided for in Schedule "B" per occurrence. The 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) a 30-day 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 as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**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 at least 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 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), 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 without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, 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 permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other 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; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an

application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

**A13.2 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; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(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.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the 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.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 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 an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or



an amount equal to any Funds; or

- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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

**A16.3 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.

**A16.4 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 as provided for in Schedule "B".

**A16.5 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, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(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 fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **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. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **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.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **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.

#### **A24.0 FURTHER ASSURANCES**

**A24.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise 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.

#### **A25.0 JOINT AND SEVERAL LIABILITY**

**A25.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

**A26.1 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.

#### **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen 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.

#### **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced 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 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$1,848,995
<b>Expiry Date</b>	September 30, 2021
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$1,000
<b>Insurance</b>	\$2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Yvonne Ferrer A/Director Program Management and Evaluation Branch Ministry of Citizenship and Immigration 400 University Avenue, Third Floor Toronto ON M7A 2R9 Phone: 416-326-2597 Email: yvonne.ferrer@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	Kathy Stranks Clerk and Senior Manager, Clerk and Corporate Records Toronto and Region Conservation Authority 5 Shoreham Drive, North York, ON, M3N 1S4 (416) 661-6600 Ext. 5264 kstranks@trca.on.ca
<b>Contact information for the Recipient for all other communications relating the Project</b>	Leigha Howard Supervisor, Newcomer Programs Toronto and Region Conservation Authority 5 Shoreham Drive, North York, ON, M3N 1S4 (416) 661-6600 Ext. 5343 lhoward@trca.on.ca

**Additional Provisions:**

**Tuition and Program Fees Policies.** If the Recipient charges Participants tuition or fees for services delivered, the Recipient shall have in place written policies governing the refund of such fees in the event of Participant drop out or the program is cancelled. The Recipient shall ensure that such policies are communicated to all Participants, and that refunds are proportionate to the length of time the Participant has been enrolled in the program.

**Project Collaboration.** The Recipient shall enter into formal agreements with any organizations that use Project funding for the purposes of carrying out the Project through the program described in Schedule C.

**Intellectual Property Rights and Grant of License.** Where in the course of delivering the Project the Recipient produces any work that is subject to Intellectual Property Rights, those rights will vest in the Recipient, and the Recipient shall grant to the Province a non-exclusive, unconditional, irrevocable, and royalty-free right and worldwide licence to use, produce, reproduce, publish, translate, adapt, record by any means, diffuse, or broadcast the work. The Recipient represents and warrants that any such work shall not infringe or induce the infringement of any third-party intellectual property rights. Materials copyrighted to the Province remains its property.

**Acknowledge Support and Provide Copies of Promotional Materials.**

Unless otherwise directed by the Province, the Recipient shall acknowledge, in a format approved by the Province, the support of the Province in all materials related to the Project, by

1. including the acknowledgment(s) set out in Schedule "G";
2. indicating in all such materials that the Recipient is solely responsible for the content of the materials;
3. display signage, in accordance with Schedule G, that states that the Project is funded by the Government of Ontario;
4. acknowledge the support of the Province in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures, in accordance with any advertising and promotional tools and resources provided by the Province.

The Recipients shall provide to the Province, prior to release, an electronic copy or likeness of all public communications related to the Project, including reports, announcements, brochures, audiovisual materials, and any advertising and promotional materials.

**Other Agreements.** The Recipient shall not enter into any agreement, including but not limited to any other funding agreement, specifically related to the Project if the terms of that agreement would conflict with the requirements of the Province under this Agreement.

**SCHEDULE "C"**  
**PROJECT DESCRIPTION AND TIMELINES**

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**Case Number: 2017-08-1-642994447**

**Project Name: PAIE Program: Connecting to the Green Economy**

**Project Description**

The TRCA's PAIE Program will continue to help internationally trained Environmental Engineers, Geoscientists, Planners, Ecologists, and Green Building Specialists to obtain commensurate employment here in Ontario. As a program developed for regulated professions, PAIE will also assist participants in obtaining professional licensure.

Participants in PAIE will continue to have access to the following training components; Job Search Training for Internationally Trained Environmental Technical Professionals and Corporate Culture and Communication in Canada (TRCA's Career Development Series Part I and II), Occupation-Specific Communications Training, Individualized Employment Counseling, Licensure Support, Mentoring, Industry-Led Technical Training and Paid Professional Work Experience Opportunities.

**Project Objectives**

- To continue to deliver, evaluate, and revise as recommended and evaluate an environmental program for internationally trained environmental professionals seeking commensurate employment in Ontario.
- To continue to leverage relationships within the Toronto and Region Conservation Authority organizations, as well as outside of the organization, for purposes of engaging employers to participate as mentors, or work placement hosts and to participate on the project advisory committee.
- To document and report on the impact of this project in helping participants secure commensurate employment, and licensure to practice.

**Performance Measures**

<b>Performance Measure</b>	<b>Target</b>
Number of participants who apply to the program	160
Number of participants who access the program.	110
Number of participants who complete the program.	99
Number of participants who achieve licensure in a regulated occupation or mandatory trade	39
Total number of participants who obtain commensurate employment in their field	88
Total number of participants who gain a mentoring opportunity	75

## Project Activities

1. Develop and implement an external evaluation process to analyze the effectiveness of each component of the Project and the overall Project activities, including the use of an external evaluator.
2. Develop and implement a strategy to ensure that the program delivery will continue beyond the end of this funding through in-kind contributions and revenue generating activities such as cost sharing agreements, user fees and fundraising, and other appropriate funding sources.
3. Develop and implement a strategy to recruit employers to participate as mentors and contribute on the project advisory committee.
4. Develop and implement a strategy to secure paid work placement opportunities for project participants.
5. Engage with relevant stakeholders and regulatory bodies to ensure that the course curriculum is current and relevant.
6. Track participants to report on employment and licensure status of participants for 3 and 12 months after completing the program.
7. Deliver the following main project components:
  - a. **Individual Coaching (unlimited, ongoing)** – Extensive one on one individual coaching for all program participants provided by a PAIE Coordinator who specializes in the particular area of professional expertise of each participant. Participants receive support on the development, implementation, tracking and monitoring of all aspects of their customized individual job search and training plans. Coaching complements and reinforces concepts and material taught in all training components and is provided to all participants throughout the entire duration of the program.
  - b. **Job Search Training for Technical Professionals (8 in class sessions, 11 online modules)** - Referred to as JSTTP, the course provides 30 hours of targeted, sector specific curriculum and is offered to program participants using a blended learning format of online modules and in-class sessions that included structured activities for participants to practice what they learned in a supportive environment.
  - c. **Profession Specific Training (~ 140 hours)** - Tailored to suit composition of specializations represented by each cohort, selected from a roster of approximately 34 technical workshops, 3 hours in length, designed and delivered by licensed industry experts and professional trainers. Sessions focus on key knowledge areas, standards of practice, relevant legislation, and widely utilized technical software that internationally trained professionals could not be expected to have learned or utilized in their prior work experience abroad, but are necessary for professional practice in Ontario.



- d. **Corporate Culture & Communication in Canada (8 in class sessions, 15 online modules)** – This 32-hour course will be delivered in class and on-line. Two and a half hour long weekly sessions in class are complimented by online modules to further equip participants to successfully access and retain a job in a professional Canadian workplace.
- e. **Work Experience Opportunities** – PAIE will recruit employers for paid work experience opportunities that will help fulfill the experience requirement for licensure with PEO or APGO. Participants will be placed in 3-12 month paid work experience opportunities in their field in Canada.
- f. **Mentoring (Varied: 1 - 16 hours)** – Participants will have the opportunity to participate in a variety of mentoring activities including individual/group informational interviews, ongoing individual/group mentoring, a rapid mentoring event and job shadowing as needed.
- g. **Licensure/ Certification Training & Support** – Participants will be provided opportunities to attend licensing workshops facilitated by representatives of regulators/certification bodies including PEO and APGO. Participants will also have access to PAIE contacts from PEO and APGO throughout the duration of the program to address any licensing questions or concerns.
- h. **Speaking with Clarity Training (8 classes, 16 hours)** - to address key pronunciation issues that have the greatest impact on listener understanding, such as intonation, sentence rhythm and stress. Key pronunciation "hot spots" will be identified and weak areas are specifically targeted and addressed. Each participant will receive some individualized feedback and practice assignments for home study.

## Timelines

TRCA will:

April 1, 2018, 2018-March 31, 2019

- Establish project governance structure/advisory committee
- Confirm collaboration agreements with cohort 1 training instructors
- Engage and conduct consultations with stakeholders including the PAIE Advisory Committee
- Adapt/develop technical curriculum
- Develop and implement marketing/engagement strategy and materials
- Outreach to employers
- Secure work experience opportunities for Participants
- Procure services of an external evaluator
- Finalize outreach for cohort 1 Applicants (Dec 2017 – Mar 2018)

- Conduct cohort 1 applicant screening and participant selection (April – May 2018)
- Deliver program to cohort 1 participants (June 2018 to June 2019)

Including:

- Job Search and Canadian Corporate Culture training (June – Aug 2018)
- Employer outreach and job development services (June 2018 – June 2019)
- Assigning individual Participants to a Designated PAIE Coordinator (Aug 2018)
- Individual Intake Assessments (Aug 2018)
- Individual job search & training plan development and progress monitoring (Aug 2018 – June 2019)
- Individual job search, employment and job retention coaching (Aug 2018 – June 2019)
- Mentoring services including needs assessment, mentor matching, monitoring of mentoring relationships and provision of support to mentors and mentees as needed (Sep 2018 – May 2019)
- Profession specific training and field excursions (Sep 2018 – Apr 2019)
- Speaking with Clarity (language/pronunciation) training as needed (Sep – Oct 2018)
- Track performance measures
- Evaluate all program components internally and via third party evaluator
- Complete and submit Funder reports as outlined in Schedule “F”
- Begin Outreach for cohort 2 participants (March 2019)

April 1, 2019-March 31, 2020

- Continue delivery of program to cohort 1 participants including:
  - Employer outreach and job development services (to June 2019 as needed)
  - Individual job search & training plan progress monitoring (to June 2019 as needed)
  - Individual job search, employment and job retention coaching (to June 2019 as needed)
  - Mentoring services including mentor matching, monitoring of mentoring relationships and provision of support to mentors and mentees as needed (to May 2019)
  - End of program focus group and certificate of completion gathering (July 2019)
- Confirm collaboration agreements with Cohort 2 training instructors
- Engage and conduct consultations with stakeholders including the PAIE Advisory Committee
- Adapt/develop technical curriculum
- Implement marketing/engagement strategy and materials
- Outreach to employers
- Secure work experience opportunities for any remaining cohort 1 participants (to June 2019)
- Secure work experience opportunities for cohort 2 participants
- Track performance measures

- Evaluate all program components internally and via third party evaluator
- Complete and submit Funder reports as outlined in Schedule "F"
- Conduct external project evaluation
- Continue outreach for cohort 2 Applicants (to June 2019)
- Conduct cohort 2 applicant screening and participant selection (July - Aug 2019)
- Deliver program to cohort 2 participants (Sept 2019 – Sept 2020)

Including:

- Job Search and Canadian Corporate Culture training (Sept – Nov 2019)
- Employer outreach and job development services (Sept 2019 – Sept 2020)
- Assigning individual Participants to a Designated PAIE Coordinator (Nov 2019)
- Individual Intake Assessments (Nov 2019)
- Individual job search & training plan development and progress monitoring (Nov 2019 – Sept 2020)
- Individual job search, employment and job retention coaching (Nov 2019 – Sept 2020)
- Mentoring services including needs assessment, mentor matching, monitoring of mentoring relationships and provision of support to mentors and mentees as needed (Dec 2019 – Aug 2020)
- Profession specific training and field excursions (Dec 2019 – July 2020)
- Speaking with Clarity (language/pronunciation) training as needed (Jan - Feb 2020)

April 1, 2020 - December 31, 2020

- Continue delivery of program to cohort 2 participants including:
  - Employer outreach and job development services (to Sept 2020 as needed)
  - Individual job search & training plan progress monitoring (to Sept 2020 as needed)
  - Individual job search, employment and job retention coaching (to Sept 2020 as needed)
  - Mentoring services including mentor matching, monitoring of mentoring relationships and provision of support to mentors and mentees as needed (to May 2019)
  - Profession specific training and field excursions (to July 2020)
  - End of program focus group and certificate of completion gathering (Oct 2020)
- Secure work experience opportunities for any remaining cohort 2 participants (to Sept 2020)
- Track performance measures
- Develop implementation plan for recommendations arising from external evaluation
- Implement activities to embed the project
- Complete and submit Funder reports as outlined in Schedule "F"



**SCHEDULE "D"  
BUDGET**

	(April 1 2018-March 31 2019- Year 1)			(April 1 2019-March 31 2020 - Year 2)			(April 1 2020-December 31 2020 - Year 3)					
	MCI	Other Source*	In-Kind	Total Yr 1	MCI	Other Source*	In-Kind	Total Yr 2	MCI	Other Source*	In-Kind	Total Yr 3
MCI grant	\$657,023			\$657,023	\$664,462			\$664,462	\$527,510			\$527,510
Program application fees		\$2,400		\$2,400		\$2,400		\$2,400				\$0
Program participation fees		\$21,945		\$21,945		\$21,945		\$21,945				\$0
Revenue by Source (Total)	\$657,023	\$24,345		\$681,368	\$664,462	\$24,345		\$688,807				\$527,510
<b>Project Expenses</b>												
<b>Salaries, Wages and Benefits</b>												
<b>Salaries Expenses</b>												
- Project Supervisor (FT-60%)	\$54,730			\$54,730	\$55,825			\$55,825	\$42,708			\$42,708
- Coordinator II (FT - 100%)	\$68,118			\$68,118	\$69,480			\$69,480	\$53,153			\$53,153
- Coordinator II (FT - 100%)	\$68,118			\$68,118	\$69,480			\$69,480	\$53,153			\$53,153
- Coordinator II (FT - 100%)	\$68,118			\$68,118	\$69,480			\$69,480	\$53,153			\$53,153
- Coordinator II (FT - 100%)	\$68,118			\$68,118	\$69,480			\$69,480	\$53,153			\$53,153
- Coordinator 1 (FT - 100%)	\$62,784			\$62,784	\$64,040			\$64,040	\$48,992			\$48,992
- Coordinator 1 (FT - 100%)	\$62,784			\$62,784	\$64,040			\$64,040	\$48,992			\$48,992
- Senior Manager (10%)	\$12,460			\$12,460	\$12,710			\$12,710	\$9,729			\$9,729
<b>Benefits Expenses</b>												
- Project Supervisor (FT-60%)	\$15,300			\$15,300	\$15,300			\$15,300	\$11,475			\$11,475
- Coordinator II (FT - 100%)	\$20,600			\$20,600	\$20,600			\$20,600	\$15,450			\$15,450
- Coordinator II (FT - 100%)	\$20,600			\$20,600	\$20,600			\$20,600	\$15,450			\$15,450
- Coordinator II (FT - 100%)	\$20,600			\$20,600	\$20,600			\$20,600	\$15,450			\$15,450
- Coordinator II (FT - 100%)	\$20,600			\$20,600	\$20,600			\$20,600	\$15,450			\$15,450
- Coordinator 1 (FT - 100%)	\$19,400			\$19,400	\$19,400			\$19,400	\$14,550			\$14,550
- Coordinator 1 (FT - 100%)	\$19,400			\$19,400	\$19,400			\$19,400	\$14,550			\$14,550
- Senior Manager (10%)	\$3,140			\$3,140	\$3,140			\$3,140	\$2,355			\$2,355
<b>Salaries, Wages and Benefits Total</b>	\$604,870			\$604,870	\$614,175			\$614,175	\$467,763			\$467,763

	MCI	Other Source*	In-Kind	Grand Total	Budget Notes
MCI grant				\$1,848,995	
Program application fees		\$4,800		\$4,800	80 applications X 2 cohorts x \$30/applicant
Program participation fees		\$43,890		\$43,890	55 participants X 2 cohorts x \$ 399/participant
Revenue by Source (Total)		\$48,690		\$1,897,685	
<b>Project Expenses</b>					
Salaries, Wages and Benefits					
Salaries Expenses					
- Project Supervisor (FT-60%)	\$153,263			\$153,263	FT (60%)21 hrs/week (cola 2% /year)
- Coordinator II (FT - 100%)	\$190,751			\$190,751	FT (100%)35 hrs/week (cola 2% /year)
- Coordinator II (FT - 100%)	\$190,751			\$190,751	FT (100%)35 hrs/week (cola 2% /year)
- Coordinator II (FT - 100%)	\$190,751			\$190,751	FT (100%)35 hrs/week (cola 2% /year)
- Coordinator II (FT - 100%)	\$190,751			\$190,751	FT (100%)35 hrs/week (cola 2% /year)
- Coordinator 1 (FT - 100%)	\$175,816			\$175,816	FT (100%)35 hrs/week (cola 2% /year)
- Coordinator 1 (FT - 100%)	\$175,816			\$175,816	FT (100%)35 hrs/week (cola 2% /year)
- Senior Manager (10%)	\$34,899			\$34,899	FT (10%)3.5 hrs/week (cola 2% /year)
Benefits Expenses					
- Project Supervisor (FT-60%)	\$42,075			\$42,075	FT (60%)21 hrs/week (MERCs calculated at approx 30%)
- Coordinator II (FT - 100%)	\$56,650			\$56,650	FT (100%) 35 hrs/week (MERCs calculated at a approx 30%)
- Coordinator II (FT - 100%)	\$56,650			\$56,650	FT (100%) 35 hrs/week (MERCs calculated at a approx 30%)
- Coordinator II (FT - 100%)	\$56,650			\$56,650	FT (100%) 35 hrs/week (MERCs calculated at a approx 30%)
- Coordinator 1 (FT - 100%)	\$56,650			\$56,650	FT (100%) 35 hrs/week (MERCs calculated at a approx 30%)
- Coordinator 1 (FT - 100%)	\$53,350			\$53,350	FT (100%) 35 hrs/week (MERCs calculated at a approx 30%)
- Coordinator 1 (FT - 100%)	\$53,350			\$53,350	FT (100%) 35 hrs/week (MERCs calculated at a approx 30%)
- Senior Manager (10%)	\$8,635			\$8,635	FT (10%) 3.5 hrs/week (MERCs calculated at a approx 30%)
Salaries, Wages and Benefits Total	\$1,686,808			\$1,686,808	

	(April 1 2018-March 31 2019- Year 1)			(April 1 2019-March 31 2020 - Year 2)			(April 1 2020-December 31 2020 - Year 3)					
	MCI	Other Source*	In-Kind	Total Yr 1	MCI	Other Source*	In-Kind	Total Yr 2	MCI	Other Source*	In-Kind	Total Yr 3
Project Expenses		\$13,760		\$13,760		\$14,140		\$14,140	\$13,760			\$13,760
- Workshop Instructors (technical and software)												
- Cohort Graduation / Stakeholder Recognition				\$0	\$1,000			\$1,000	\$1,000			\$1,000
- Third-Party Evaluation	\$10,000			\$10,000	\$9,000			\$9,000	\$7,000			\$7,000
- Bus rental (ed. field trips)		\$1,200		\$1,200		\$1,200		\$1,200	\$1,200			\$1,200
- Project equipment/computer	\$1,700			\$1,700				\$0				\$0
- Marketing, Communications & Subscriptions		\$2,000		\$2,000		\$2,000		\$2,000	\$2,000			\$2,000
- Event supplies	\$715	\$285		\$1,000	\$100			\$100	\$100			\$100
- Meals		\$2,000		\$2,000		\$2,000		\$2,000	\$1,500			\$1,500
- Travel		\$3,000		\$3,000	\$95			\$2,905	\$2,700			\$2,700
- Audit	\$3,562			\$3,562	\$3,562			\$3,562	\$3,562			\$3,562
Project Expenses Total	\$15,977	\$22,245		\$38,222	\$13,757	\$22,245		\$36,002	\$32,822			\$32,822
Eligible HST												
<b>Subtotal (Sal./benefits &amp; Project Expenses)</b>	\$620,847	\$22,245		\$643,092	\$627,932	\$22,245		\$650,177	\$500,585	\$0		\$500,585
<b>Central Administrative Expenses</b> (no more than 15% of MCI funding)												
- Cell phone communications		\$2,100		\$2,100		\$2,100		\$2,100	\$1,575			\$1,575
- Courier / Postage	\$30			\$30		\$30		\$30	\$30			\$30
- Office supplies	\$200			\$200	\$200			\$200	\$200			\$200
- Staff Development	\$3,500			\$3,500	\$3,500			\$3,500	\$0			\$0
- Project Surgarge (5%)	\$32,446			\$32,446	\$32,800			\$32,800	\$25,120			\$25,120
Central Administrative Expenses Total	\$36,176	\$2,100		\$38,276	\$36,530	\$2,100		\$38,630	\$26,925			\$26,925
<b>Total expenses</b>	\$657,023	\$24,345		\$681,368	\$664,462	\$24,345		\$688,807	\$527,510			\$527,510

Toronto Region Conservation Authority (TRCA) Agreement  
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	In-Kind	Grand Total	Budget Notes
Project Expenses			
- Workshop Instructors (technical and software)		\$41,660	Introduction to Geology of SO - 1 session X \$300/session = \$300 Environmental Site Assessments in Ontario - 2 sessions X \$300/session = \$600; Energy Efficiency Requirements in TGS & CBC - 2 sessions X \$200/session = \$400; Intro to Asset Management - 1 session X \$200/session = \$200; Planning from a Private Perspective - 1 session X \$200/session = \$200; Business Writing Excellence - 2 sessions/cohort X \$220/session = \$440; MCI: Diversity in the Workplace - 1 session X \$1530/session = \$1530; Speaking with Clarity training - 8-session workshop X \$2240 = \$2240; Introduction to PM - one 4-session training X \$1680 = \$1680; ISO 14001 EMS - 2 sessions X \$510/session = \$1020 E-learning modules - 3 X \$200/module = \$600; (1. Intro to UDr; 2. Solar Photovoltaic System: Operation & Maintenance; 3. Solar Photovoltaic Systems Commissioning); Educational Field Trips (facilitator) - 2 X \$200/hour = \$400; 1. Tour at Restoration Services Projects; 2. Tour at Sustainable Technologies Centre - Kortright Centre); MS Excel for Professionals - 2 sessions X \$300/session = \$600; Intro to HEC-RAS software/applications - 3 sessions X \$200/session = \$600; AutoCAD software basic - 3 sessions X \$200/session + \$680 lab = \$1280; AutoCAD software inter/advanced - 3 sessions X \$200/session + \$680 lab = \$1280; Arc GIS software basic - 3 sessions / \$680 lab = \$680; Arc GIS software inter/advanced - 3 sessions / \$680 lab = \$680; MS Project software 1 - 3 sessions X \$200/session + \$680 lab = \$1280; MS Project software 2 - 3 sessions X \$200/session + \$680 lab = \$1280; VS OTTHMMO software training - 2 sessions X \$1020 + \$520 lab = \$1540; Total \$20,830 x 2 cohorts = \$41660
- Cohort Graduation / Stakeholder Recognition		\$2,000	\$1000/cohort X 2 cohorts = \$2000
- Third-Party Evaluation		\$26,000	\$13,000/cohort X 2 cohorts
- Bus rental (ed. field trips)		\$3,600	\$600/bus X 3 field trips/cohort X 2 cohorts = \$3600
- Project equipment/computer		\$1,700	One new computer and dock station
- Marketing, Communications & Subscriptions		\$6,000	Survey monkey, schedule-once app, outreach, promo items
- Event supplies		\$1,200	\$1000 for PPE (for field trips & volunteering events) and \$200 for event supplies
- Meals		\$5,500	Refreshments (workshops, mtg with employers/mentors, networking events); approx. \$5 events/cohort X 2 cohorts X \$50/event = \$5500
- Travel		\$8,700	Staff travel at \$0.40/km (approx 3 mtgs/week X 45 km/trip) Meeting with employers, mentors, client; attending workshops and events, parking 3 audits (3 fiscal years) X \$3562/audit = \$10686
- Audit		\$10,686	
Project Expenses Total		\$107,046	
Eligible HST			HST Rebate: TRCA has a company-wide process for tracking expenditures consistent with accounting processes and principles. Only the net amount after the HST rebate is expensed. 11.24% of the 13% HST is refundable and program costs are recorded consistent with this and accounting practices.
<b>Subtotal (Sal./benefits &amp; Project Expenses)</b>		<b>\$1,793,854</b>	
<b>Central Administrative Expenses</b> (no more than 15% of MCI funding)			
- Cell phone communications		\$5,775	7 cell phones X \$25/month X 33 months = \$5775
- Courier / Postage		\$90	\$5/parcel X 6 fiscal year X 3 fiscal years = \$90
- Office supplies		\$600	\$200/fiscal year X 3 years
- Staff Development		\$7,000	7 X \$500/employee/cohort X 2 cohorts = \$7000
- Project Surcharge (5%)		\$90,366	TRCA administrative surcharge (5%)
Central Administrative Expenses Total		\$103,831	
Total expenses		\$1,897,685	
Total requested MCI funding		\$1,848,995	
Administration as % of MCI Total		5.39%	Total Administrative funding requested from MCI divided by total funding requested from MCI

Toronto Region Conservation Authority (TRCA) Agreement  
TRCA-PAIE Program: Connecting to the Green Economy  
Case Number: 2017-08-1-642994447



<b>IN-KIND BUDGET</b>	MCI	Other Source*	In-Kind	Total Yr 1	MCI	Other Source*	In-Kind	Total Yr 2	MCI	Other Source*	In-Kind	Total Yr 3
Director			\$6,240	\$6,240			\$6,240	\$6,240			\$4,680	\$4,680
Advisory members			\$3,960	\$3,960			\$3,960	\$3,960			\$3,960	\$3,960
TRCA Technical Managers/Directors: Participants Support			\$3,600	\$3,600			\$3,600	\$3,600			\$2,700	\$2,700
Workshop instructors in kind			\$24,000	\$24,000			\$24,000	\$24,000			\$24,000	\$24,000
Access to TRCA Employee Assistance Program			\$5,505	\$5,505			\$5,505	\$5,505				\$0
Access to TRCA Safety 24/7 training			\$825	\$825			\$825	\$825				\$0
TRCA Marketing and Communications staff support:			\$11,600	\$11,600			\$11,600	\$11,600			\$8,600	\$8,600
Access to TRCA's LMS			\$6,000	\$6,000			\$6,000	\$6,000				\$0
Facility rental North York Civic Centre			\$8,000	\$8,000			\$8,000	\$8,000			\$8,000	\$8,000
Use of TRCA office supplies and materials			\$100	\$100			\$200	\$200			\$100	\$100
Mentor support			\$52,800	\$52,800			\$52,800	\$52,800			\$52,800	\$52,800
Work Placement honourarium			\$1,100,000	\$1,100,000			\$1,100,000	\$1,100,000			\$1,100,000	\$1,100,000
TRCA Parks Membership			\$7,425	\$7,425			\$7,425	\$7,425				\$0
Black creek parking			\$4,400	\$4,400			\$4,400	\$4,400			\$4,400	\$4,400
Access to Living City campus online modules			\$22,000	\$22,000			\$22,000	\$22,000				\$0
Software for tech workshop OTTYMO				\$0			\$25,600	\$25,600			\$25,600	\$25,600
<b>Total IN-KIND</b>			\$1,256,455	\$1,256,455			\$1,282,155	\$1,282,155			\$1,234,840	\$1,234,840
<b>Total Budget:</b>			\$0	\$1,260,855			\$1,286,555	\$1,286,555			\$1,239,240	\$1,239,240
<b>MCI grant, Other Sources &amp; In-Kind</b>	\$0	\$0	\$0	\$1,260,855	\$0	\$0	\$1,286,555	\$1,286,555	\$0	\$0	\$1,239,240	\$1,239,240

Toronto Region Conservation Authority (TRCA) Agreement  
TRCA-PAIE Program: Connecting to the Green Economy  
Case Number: 2017-08-1-642994447

IN-KIND BUDGET	MO	Other Source*	In-Kind	Grand Total	Budget Notes
Director			\$17,160	\$17,160	Director: 2 hrs/wk X 143 wks X \$60/hr (one on one intervention for participants, staff support and program outreach)
Advisory members			\$11,880	\$11,880	Advisory members: (3 years X 3 mths X 22 members X \$60)
TRCA Technical Managers/Directors: Participants Support			\$9,900	\$9,900	TRCA Technical Managers/Directors: Resume critique, participant coaching, information interviews, technical support and advice, host outreach to TRCA network and marketing of program (1.5 hrs/participant X 110 participants X \$60)
Workshop instructors in kind			\$72,000	\$72,000	Workshop instructors in kind Prep curriculum and materials (24 topics X 1500 X 2 cohorts Delivery (24 topics X 1500 X 2)
Access to TRCA Employee Assistance Program			\$11,010	\$11,010	Access to TRCA Employee Assistance Program (\$1.40/wk/participant X 110 participants X 71.5 wks/cohort)
Access to TRCA Safety 24/7 training			\$1,650	\$1,650	Access to TRCA Safety 24/7 training (110 participants X \$15/participant)
TRCA Marketing and Communications staff support:			\$31,800	\$31,800	Electronic invitations, plaques and certificates, program slideshow, elearning modules, digital asset mgmt (DAM) and customer relations mgmt (CRM) systems software training, banners, media relations and event releases, reporting, (636 hrs X \$50)
Access to TRCA's LMS			\$12,000	\$12,000	Access to TRCA Learning Management System \$6,000/cohort
Facility rental North York Civic Centre			\$24,000	\$24,000	Facility rental (held at North York Civic Centre) 48 events @ \$500 per event = \$24,000
Use of TRCA office supplies and materials			\$400	\$400	Use of TRCA office supplies and materials \$200/cohort
Mentor support			\$158,400	\$158,400	Mentor support: 24 hrs X \$60 x 110 participants = 158,400
Work Placement honourarium			\$3,300,000	\$3,300,000	Work Placement honourarium \$2500/mth x 12 mths x 110 participants
TRCA Parks Membership			\$14,850	\$14,850	TRCA Parks Membership (Parks Pass) \$135 X 110 participants
Black creek parking			\$13,200	\$13,200	BCPV - parking during training and interviews (6 events X 2 cohorts; 110 participants X \$10)
Access to Living City campus online modules			\$44,000	\$44,000	Access to Living City campus online modules 110 participants X \$400
Software for tech workshop OTTMMO			\$51,200	\$51,200	Software for tech workshop OTTMMO \$1,600 X 2 X 16 participants
<b>Total IN-KIND</b>			<b>\$3,773,450</b>	<b>\$3,773,450</b>	
Total Budget:					
MO grant, Other Sources & In-Kind	\$0	\$0	\$3,786,650	\$3,786,650	

Toronto Region Conservation Authority (TRCA) Agreement  
TRCA-PAIE Program: Connecting to the Green Economy  
Case Number: 2017-08-1-642994447

**SCHEDULE "E"  
PAYMENT PLAN**

<b>Deliverable</b>	<b>Due Date</b>	<b>Amount</b>	<b>Fiscal Year</b>
<ul style="list-style-type: none"> <li>• Signed Agreement</li> <li>• Certificate of Insurance to March 31, 2019</li> <li>• Project work plan</li> </ul>	April 15, 2018	\$416,995	2018-19
2018-19 Q2 Numeric Indicator Report	October 8, 2018	\$200,000	2018-19
2019-20 Q1 Numeric Indicator Report	July 8, 2019	\$416,000	2019-20
2019-20 Q3 Numeric Indicator Report	January 9, 2020	\$200,000	2019-20
2020-21 Q1 Numeric Indicator Report	July 8, 2020	\$516,000	2020-21
2020-21 Q3 Numeric Indicator Report	January 11, 2021	\$100,000	2020-21

## SCHEDULE "F" REPORTS

Name of Report	Due
Progress Report/Final Report	February 13, 2019 February 12, 2020 February 17, 2021
Numeric Indicator Report	Quarterly (within five business days of the beginning of each quarter) Q1: Due five days from July 1 Q2: Due five days from October 1 Q3: Due five days from January 1 Q4: Due five days from April 1
Participant Profile Report	Annually, within five business days of the beginning of the fiscal year (April 1)
Project/Participant Success Stories Report	Annually, within five business days of the beginning of the fiscal year (April 1)
Project-specific audited financial statements for the previous reporting period	Annually by June 30
Statement of Revenue and Expenditure and Cash Flow Statement	Annually by November 1
Insurance Certificate	Annually
External Project Evaluation	March 15, 2021

### **Report Details**

#### **Annual Report/Final Report**

Report outlining progress on all elements of the project according to the project work plan, and update on achievement of project objectives, including:

- Updated work plan for the coming fiscal year (if applicable)
- Updated budget for the coming fiscal year (if applicable)
- Monthly cash flow projection for the coming year
- Budget-to-Actual variance report for the current fiscal year (if applicable)

#### **Numeric Indicator Report**

Completion of numeric performance indicator template, to be provided by the Province, consisting of:

- Numeric Performance Indicator tab that outlines number of participants who apply to the program, are referred to other services, access the program, complete the program, achieve licensure in a regulated occupation/mandatory trade, obtain commensurate employment in their field, obtain employment in a related field, obtain other employment.

- Detailed Employment Outcomes tab that provides specific detail on commensurate employment and related employment, including position title, employer, salary range, and salary range at entry to the program.

**Participant Profile Report**

Completion of Participant Profile tab of numeric performance indicator template, including information such as aggregate age, gender, length of time in Canada, level of education, et cetera, information of project participants.

**Project/Participant Success Stories Report**

Completion of a Project and/or Participant Success Stories template, to be provided by the Province, highlighting individual or broader project successes.

**Project-Specific Audited Statements**

Submission of project-specific audited financial statements for the previous fiscal year, including Statement of Revenue and Expenditure and Budget-to-Actual variance report, as per requirements outlined in Audit Guidelines, to be provided by the Province, updated and disseminated annually.

**Statement of Revenue and Expenditure and Cash Flow Statement**

Submission of a Statement of Revenue and Expenditure Report for the period April 1-September 30, along with an updated cash flow statement for the remainder of the year (October-March), including the identification of any unspent funds to date (or projection of unspent funds by March 31).

**Insurance Certificate**

Annual submission of a project-specific insurance certificate for the coming year.

**External Project Evaluation**

An evaluation report on all elements of the Project, conducted by an independent third-party evaluator.

**SCHEDULE "G"**  
**ACKNOWLEDGEMENT**

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For the purposes of this Agreement, Recipients must use the following logo and wording to acknowledge funding, in both English and French:

English:

*Funded by:*



French:

*Financé par :*

