

## EMPLOYMENT LANDS READINESS PROGRAM FUNDING AGREEMENT

This Agreement is made as of \_\_\_\_\_, 2026.

### B E T W E E N:

THE CORPORATION OF THE COUNTY OF MIDDLESEX  
(the "County")

- and -

THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE  
(the "Township")

### WHEREAS:

- A. County Council adopted By-law No. 7388 on January 13, 2026, establishing the County Employment Lands Readiness Program (the "**Program**"), which provides a County framework to support lower-tier municipalities in undertaking early-stage planning, technical studies, and related work to advance employment lands toward development readiness, consistent with the County Official Plan, the County Strategic Plan, and the County's economic development and assessment growth strategic objectives;
- B. Applications under the Program may be evaluated by the County having regard to factors including the location of the subject lands relative to recognized settlement areas, demonstrated market potential for employment uses, strategic servicing considerations, and alignment with County-wide growth and economic development objectives;
- C. The Township, being a lower-tier municipality within Middlesex County, submitted an application under the Program seeking interest-free loan funding to support studies eligible for funding under the Program intended to advance employment lands toward development readiness, in accordance with the Program's guiding principles, eligibility criteria, funding model, and application requirements;
- D. County staff have reviewed the Township's application in accordance with the Program and applicable criteria established by County Council, and County Council has approved, in principle, funding for the Township under the Program, subject to the availability of funds, ongoing compliance with the Program, and the requirement that the Township enter into a funding agreement satisfactory to the County;
- E. The Parties acknowledge and agree that participation in the Program and the provision of funding thereunder shall not be construed as committing, fettering, or

predetermining any future decision of County Council under the Planning Act, R.S.O. 1990, c. P.13 (the “**Planning Act**”), or otherwise, including approvals or amendments to the County Official Plan, approvals related to the County road network, or the exercise of any other statutory or regulatory authority, all of which remain within the sole and unfettered discretion of County Council, and funding participation shall not be relied upon to compel or obligate the County to approve any subsequent request or application; and

- F. The County has agreed to provide funding to the Township under the Program by way of an interest-free loan, strictly in accordance with the terms and conditions of this Agreement and the requirements of By-law No. 7388.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. INCORPORATION OF RECITALS AND SCHEDULES**

- a. The recitals to this Agreement and all schedules attached hereto form an integral part of this Agreement and are hereby incorporated by reference as if fully set out herein.
- b. The County Employment Lands Readiness Program, including its guiding principles, evaluation criteria, eligibility requirements, and funding conditions, as approved by County Council on January 13, 2026, is hereby incorporated into and forms part of this Agreement for interpretive and enforcement purposes, to the extent not inconsistent with the express terms of this Agreement.

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement shall not become effective unless and until it has been duly executed and delivered by authorized representatives of both the County and the Township.
- b. The effectiveness of this Agreement and the County’s obligations hereunder are expressly subject to:
  - i. approval by County Council of funding for the Township under the County Employment Lands Readiness Program; and
  - ii. the availability of funds appropriated for the County Employment Lands Readiness Program.
- c. This Agreement shall remain in force and effect until all obligations of the Parties hereunder have been fully satisfied, terminated, or discharged in

accordance with the terms of this Agreement, unless earlier terminated in accordance with this Agreement.

### 3. LOAN AMOUNT

- a. Subject to the terms and conditions of the Program, the County agrees to provide funding to the Township by way of an interest-free loan (the “**Loan**”) in respect of the Approved Studies approved by County Council under the Program.
- b. A lower-tier municipality may have only one (1) active loan under the Program at any given time. The maximum amount of funding available shall not exceed Two Hundred Thousand Dollars (\$200,000.00) per study and Two Hundred Thousand Dollars (\$200,000.00) per lower-tier municipality per calendar year, and the County shall have no obligation to advance any amount in excess of these limits, regardless of the number of studies undertaken or the actual cost of any study or studies undertaken by the Township.
- c. No portion of the Loan shall be advanced in respect of any work completed prior to the Township’s submission of its application under the Program, except where such work has been expressly approved by County Council in accordance with the Program.
- d. Subject to the fulfillment of all applicable conditions precedent set out in this Agreement and subject at all times to the availability of funds, the County may, in its sole discretion, disburse Loan proceeds to the Township in such installments and at such times as the County determines, having regard to the approved study scope, eligible costs, and the Township’s compliance with this Agreement.
- e. The County may withhold, suspend, or refuse the disbursement of any portion of the Loan where the Township has failed to comply with any requirement of this Agreement or the County Employment Lands Readiness Program, including reporting, completion, or information requirements.
- f. For greater certainty, Loan proceeds shall be used solely to fund costs associated with studies eligible for funding under the Program and approved by County Council, and no portion of the Loan shall be applied toward ineligible studies or work, including detailed engineering design or construction, capital works, studies commissioned by private developers or private landowners, work supporting residential, non-employment commercial, or institutional uses, or any other costs identified as ineligible under the Program.
- g. The Township acknowledges and agrees that the Loan is intended to fund only a portion of the total cost of the Approved Studies. The Township shall

be solely responsible for all costs of the Approved Studies not funded by the Loan, and nothing in this Agreement shall be interpreted as obligating the County to fund one hundred percent (100%) of the cost of any study.

#### **4. PURPOSE AND ELIGIBILITY OF THE LOAN**

- a. The Loan shall be used solely and exclusively to fund the costs of early-stage planning, technical, and related studies eligible for funding under the County Employment Lands Readiness Program, approved by County Council, and identified in **Schedule “A”** (the **“Approved Studies”**), for the purpose of advancing employment lands toward development readiness.
- b. For greater certainty, no portion of the Loan shall be used to fund:
  - i. detailed engineering design, construction drawings, capital works, or implementation-stage construction;
  - ii. general municipal planning documents not directly tied to the advancement of employment lands;
  - iii. studies or work commissioned by, or undertaken primarily for the benefit of, private developers or private landowners;
  - iv. work supporting residential, non-employment commercial, or institutional uses; or
  - v. any cost or activity identified as ineligible under the County Employment Lands Readiness Program.
- c. The Township shall not apply any portion of the Loan toward a cost or activity for which funding has been received, is reasonably anticipated to be received, or for which the Township is otherwise eligible to receive funding under any other County funding program, unless expressly approved in writing by the County.
- d. Funding provided under this Agreement shall not be construed to replace or discharge any obligation of the Township under the Planning Act or any other applicable law, nor to substitute for existing or future municipal revenue sources.

#### **5. STRATEGIC ALIGNMENT, PRIORITIES, AND COUNTY DISCRETION**

- a. The Township represents and acknowledges that the Approved Studies align with the County Official Plan and the County Strategic Plan, as each may be amended from time to time, and acknowledges that ongoing consistency with

such documents is a condition of continued eligibility for funding under this Agreement.

- b. Nothing in this Agreement, including the approval of funding or the advancement of the Approved Studies, shall be construed as committing, fettering, or predetermining any future decision of County Council under the Planning Act, the Municipal Act, 2001, or otherwise. Funding under this Agreement does not confer, imply, or guarantee any future planning approval, amendment, servicing approval, or other exercise of statutory or regulatory authority, all of which remain within the sole and unfettered discretion of County Council.
- c. Where the County determines that an Approved Study, or any material component of the Approved Studies described in Schedule "A", ceases to align with the County Official Plan, the County Strategic Plan, or the objectives of the County Employment Lands Readiness Program, the County may, upon written notice, withhold, suspend, or refuse further disbursements until such alignment is restored to the satisfaction of the County, in the County's sole discretion.

## **6. INTEREST**

- a. The Loan shall be interest-free, provided that the Township complies with the repayment requirements and all other terms and conditions of this Agreement.
- b. Where the Township fails to make any payment required under this Agreement when due, interest shall accrue on the overdue amount at a rate of fifteen percent (15%) per annum, calculated as simple interest on the overdue amount from the date such amount became due until paid in full.

## **7. GENERAL REPAYMENT MECHANICS**

- a. The Loan shall be repaid through annual installments of principal and shall in all circumstances be repaid in full no later than five (5) years from the date of the first advance of Loan proceeds by the County to the Township, in accordance with the County Employment Lands Readiness Program.
- b. Repayment of the Loan shall be made in equal annual installments of principal, with the first installment due on the first anniversary of the initial advance of Loan proceeds and each subsequent installment due on each anniversary thereafter until the Loan is repaid in full.
- c. Each payment made by the Township shall be applied first to any interest payable on past-due amounts in accordance with this Agreement (if applicable), and second to the outstanding principal balance of the Loan.

- d. The Township may, at its option, prepay the Loan, in whole or in part, at any time without penalty. Any such prepayment shall be applied in the manner described in subsection (c) and shall not reduce or defer any subsequent scheduled installment unless otherwise agreed to in writing by the County.
- e. The County shall issue a receipt or written confirmation to the Township for each payment received.

## **8. REPORTING, OVERSIGHT, AND INFORMATION REQUIREMENTS**

- a. The Township shall provide the County with written status reports on a semi-annual basis, or at such other intervals as the County may reasonably request, outlining the progress of the Approved Studies, including confirmation of scope, timing, and budget status, in accordance with the County Employment Lands Readiness Program.
- b. The Township acknowledges and agrees that County staff may, where appropriate, participate in steering committees, working groups, technical meetings, or similar forums related to the Approved Studies, and may review draft study materials prior to finalization for the purpose of ensuring consistency with the objectives of the County Employment Lands Readiness Program. Any such participation or review by the County shall not be construed as approval, endorsement, or acceptance of the findings, recommendations, or conclusions of any study.
- c. Within sixty (60) days of completion of an Approved Study, the Township shall deliver to the County a complete copy of the final study or studies, together with any executive summaries or supporting materials reasonably requested by the County, and a written summary outlining recommended next steps, implementation considerations, and anticipated follow-up work.
- d. For the purpose of verifying compliance with this Agreement and the County Employment Lands Readiness Program, the Township shall, upon reasonable notice, provide the County with such additional information, clarification, financial records, invoices, consultant agreements, books and records, and supporting documentation relating to the Approved Studies as the County may reasonably require.
- e. Failure to comply with this Section constitutes a material breach of this Agreement and entitles the County, without limiting any other rights at law or under this Agreement, to withhold, suspend, or refuse further Loan disbursements and to exercise the remedies set out in the Default and Remedies section.

## **9. LATE PAYMENTS**

- a. Any payment required under this Agreement that is not received by the County on or before the date on which it is due and payable shall constitute an overdue payment.
- b. Where a payment is overdue, interest shall accrue on the past-due amount at a rate of fifteen percent (15%) per annum, calculated as simple interest from the date such payment became due until paid in full.
- c. Without limiting any other rights of the County under this Agreement or at law, the County may exercise any remedies available to it in respect of an overdue payment, including withholding or suspending further disbursements under this Agreement and setting off the overdue amount against any funds otherwise payable by the County to the Township.

## **10. TERMINATION**

- a. Either Party may terminate this Agreement at any time prior to the advance of any Loan proceeds by providing written notice to the other Party, in which case this Agreement shall terminate immediately upon such notice and neither Party shall have any further obligation to the other under this Agreement.
- b. Where the Township terminates this Agreement at any time after the advance of any Loan proceeds, the Township shall repay to the County the full amount of all Loan proceeds advanced within thirty (30) days of the effective date of termination, and no further Loan proceeds shall be advanced by the County.
- c. Where the County terminates this Agreement at any time after the advance of Loan proceeds, the County shall have no obligation to advance any further Loan proceeds, and any Loan proceeds previously advanced shall remain repayable by the Township in accordance with the repayment provisions of this Agreement.
- d. Any amount required to be repaid under subsection (b) that is not repaid within thirty (30) days shall constitute an overdue payment and shall accrue interest in accordance with Section 6 of this Agreement until paid in full.
- e. Termination of this Agreement shall not affect any rights, obligations, or liabilities that have accrued prior to the effective date of termination.
- f. Without limiting subsection (e), all provisions relating to repayment of the Loan, interest, reporting obligations, records access, audit rights, set-off rights, and remedies shall survive termination and remain in full force and effect until all amounts owing to the County have been fully repaid.

## 11. DEFAULT AND REMEDIES

- a. The Township shall be in default under this Agreement upon the occurrence of any of the following events:
  - i. the Township fails to meet the repayment requirements set out in this Agreement, including failure to pay any amount when due in accordance with the repayment requirements set out in this Agreement;
  - ii. the Township uses any portion of the Loan for purposes other than the Approved Studies or otherwise applies the Loan in a manner inconsistent with the County Employment Lands Readiness Program;
  - iii. the Township fails to comply with any material obligation under this Agreement or the County Employment Lands Readiness Program, including reporting, completion, oversight, or compliance requirements; or
  - iv. any information provided by the Township in connection with its application, reporting obligations, or compliance with this Agreement is materially inaccurate or misleading.
- b. Upon the occurrence of an event of default, and without limiting any other rights of the County under this Agreement or at law:
  - i. interest shall accrue on any past-due amounts in accordance with this Agreement;
  - ii. the County may withhold, suspend, or refuse the disbursement of any remaining Loan proceeds;
  - iii. the County may terminate this Agreement upon written notice to the Township; and
  - iv. the County may exercise any other remedies available to it under this Agreement or at law, including setting off any amounts owing under this Agreement against any funds otherwise payable by the County to the Township, provided that nothing in this Agreement authorizes the County to accelerate repayment beyond what is permitted under the County Employment Lands Readiness Program.
- c. Without limiting subsection (b), where the County determines that any portion of the Loan has been applied to ineligible costs or used in a manner inconsistent with this Agreement or the County Employment Lands Readiness Program, the Township shall, upon written demand, repay such improperly

applied amount to the County, together with any applicable interest, without accelerating the balance of the Loan.

- d. Termination of this Agreement shall not relieve the Township of its obligation to repay any Loan amounts already advanced in accordance with the repayment terms of this Agreement, and all provisions relating to repayment, interest, reporting, records access, and remedies shall survive termination.

## **12. REPRESENTATIONS AND WARRANTIES**

- a. The Township hereby represents and warrants to the County that:
  - i. it has full legal authority and capacity to enter into, execute, and deliver this Agreement, and to perform its obligations hereunder in accordance with applicable law;
  - ii. all information, materials, and submissions provided to the County in connection with its application under the County Employment Lands Readiness Program are true, accurate, and complete in all material respects as of the date provided, remain true and accurate as of the date of any disbursement of Loan proceeds, and the Township shall promptly notify the County if any such information becomes materially inaccurate or misleading;
  - iii. the Loan shall be used solely for the Approved Studies and strictly in accordance with the County Employment Lands Readiness Program and the terms and conditions of this Agreement; and
  - iv. the Township acknowledges that this Agreement, the Approved Studies, and information related thereto may be subject to public reporting, disclosure, or access requests in accordance with applicable law, including the Municipal Freedom of Information and Protection of Privacy Act, and consents to such disclosure by the County where required.

## **13. ELECTRONIC SIGNATURES**

- a. This Agreement may be executed and delivered electronically, including by electronic signature, in accordance with the *Electronic Commerce Act, 2000* and any other applicable law, and any such electronic signature shall have the same legal effect as an original handwritten signature and shall be valid, binding, and enforceable against the Party executing it. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution by the Parties at different times or in different locations shall not affect the validity or enforceability of this Agreement.

**14. ENTIRE AGREEMENT**

- a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, discussions, understandings, and representations, whether written or oral, relating to such subject matter.

**15. INDEPENDENT LEGAL ADVICE**

- a. The Municipality acknowledges that it has had the opportunity to obtain independent legal advice with respect to the terms and conditions of this Agreement, understands the nature and effect of this Agreement, and is entering into this Agreement freely and voluntarily, without duress or undue influence.

**16. GOVERNING LAW**

- a. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed as of the date first written above.

**THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
*We have authority to bind the Municipal Corporation.*

**THE CORPORATION OF THE COUNTY OF MIDDLESEX**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
*We have authority to bind the Municipal Corporation.*

## **SCHEDULE “A” – APPROVED STUDIES**

1. **Approved Studies:** The following studies have been approved by County Council for funding under the County Employment Lands Readiness Program (the “**Approved Studies**”). For greater certainty, the Approved Studies are limited to the studies described below and shall be undertaken substantially in accordance with the application materials submitted by the Township of Adelaide Metcalfe to the County under the County Employment Lands Readiness Program, except to the extent that minor refinements to the study scope are reasonably required to address technical, environmental, servicing, or planning considerations identified during the course of the work. The Approved Studies are intended to constitute pre-development planning and technical analysis only and do not include detailed engineering design, construction drawings, or capital works. For further certainty, the completion of the Approved Studies shall not obligate the County to approve any future land use planning approvals, servicing decisions, funding commitments, or development of the subject lands, all of which remain subject to the County’s statutory authority and the exercise of Council’s discretion in accordance with applicable legislation.

- a. **STUDY TITLES:**

- i. Centre Road Employment Lands Site Servicing Master Plan (the “**SSMP**”);  
and
- ii. Centre Road Employment Lands Secondary Plan, including any required Official Plan Amendment.

- b. **GENERAL DESCRIPTION:**

The Approved Studies consist of a coordinated package of early-stage planning and technical studies intended to advance the Centre Road employment lands, located in proximity to the Highway 402 and Centre Road interchange within the Township of Adelaide Metcalfe, Middlesex County, Ontario, toward development readiness.

The purpose of the Approved Studies is to reduce uncertainty associated with servicing feasibility, infrastructure considerations, land use structure, and planning policy direction for the potential future development of employment lands within the study area.

The Site Servicing Master Plan will provide the technical foundation for evaluating infrastructure options that may support potential industrial development of the lands, including high-level analysis of water, wastewater, stormwater, transportation, and related servicing considerations.

The Secondary Plan will establish the statutory land use planning framework intended to guide the coordinated planning of the lands, including land use structure, implementation policies, and any Official Plan Amendment that may be required to permit future employment uses.

For greater certainty, the Approved Studies are intended to constitute planning and technical analysis only and do not include detailed engineering design, construction drawings, infrastructure construction, or capital works.

Together, the Approved Studies are intended to advance the lands from a conceptual stage toward development readiness by:

- i. confirming servicing feasibility and identifying potential infrastructure considerations;
- ii. establishing a planning and policy framework to guide potential employment land development;
- iii. reducing uncertainty associated with development potential and infrastructure planning; and
- iv. positioning the lands to respond to potential future industrial investment opportunities and infrastructure funding programs.

For further certainty, nothing in this section or elsewhere in this Agreement shall be interpreted as requiring the County to approve any future land use planning approvals, infrastructure servicing decisions, funding commitments, or development of the lands, all of which remain subject to the County's statutory authority and the exercise of Council's discretion in accordance with applicable legislation.

**c. STUDY AREA:**

The Approved Studies relate to the lands commonly referred to as the "Centre Road Employment Lands," located within the Township of Adelaide Metcalfe in proximity to the Highway 402 and Centre Road interchange, within Middlesex County, Ontario. The study area is intended to encompass the Centre Road Employment Lands and may include adjacent lands only to the extent reasonably necessary to evaluate servicing, environmental, transportation, or planning considerations associated with the potential development of the Centre Road Employment Lands. The precise boundaries of the study area may be refined during the course of the Approved Studies where required to address servicing, environmental, transportation, or planning considerations identified through the study process, provided that such refinements remain directly related to the planning and servicing analysis of the Centre Road Employment Lands.

2. **Procurement of Consultant Services:** The Township shall retain qualified consulting firms to undertake the Approved Studies through a competitive procurement process conducted in accordance with the Township's procurement by-law and procurement policies. The Township shall be solely responsible for conducting the procurement process, retaining the consultants, and entering into any agreements required to undertake the Approved Studies. The procurement process may be coordinated with Middlesex County procurement services for administrative or technical support purposes only, where the Township considers such coordination appropriate. For greater certainty, Middlesex County shall have no responsibility for the procurement process or for any consulting agreements entered into by the Township in connection with the Approved Studies.

3. **Confirmation of Study Status:** The Township confirms and represents that no work associated with the Approved Studies had commenced and no costs in connection with the Approved Studies had been incurred prior to submission of the Township's application under the County Employment Lands Readiness Program. No funding provided under the Program shall be applied to any work undertaken or costs incurred in connection with the Approved Studies prior to submission of the Township's application unless expressly approved by the County acting through its authorized signing authority in accordance with the Program.
4. **Eligible Costs:** Funding provided under this Agreement may be applied only to costs directly related to the preparation and completion of the Approved Studies, including consultant and professional services required to undertake the Approved Studies, such as technical analysis, planning studies and policy analysis, agency consultation, and public engagement activities reasonably necessary to complete the Approved Studies. For greater certainty, funding provided under this Agreement shall not be used for:
  - i. detailed engineering design, construction drawings, or other implementation-level engineering work;
  - ii. capital works, infrastructure installation, or construction;
  - iii. land acquisition or property transactions;
  - iv. studies commissioned by or primarily benefiting private developers or private landowners;
  - v. internal municipal staffing or administrative costs unless expressly permitted under the County Employment Lands Readiness Program; or
  - vi. any other cost identified as ineligible under the County Employment Lands Readiness Program.
5. **Maximum Approved Loan Amount:** The maximum Loan amount that may be provided under this Agreement in respect of the Approved Studies shall not exceed \$200,000.00 (Two Hundred Thousand Dollars). For greater certainty:
  - i. the Loan represents only a portion of the estimated total cost of the Approved Studies, which the Township has identified in its application as being approximately \$450,000; and
  - ii. the Township shall be solely responsible for funding all costs associated with the Approved Studies that are not covered by the Loan, and the County shall have no obligation to provide funding in excess of the Loan amount in the event that the total cost of the Approved Studies exceeds the estimated amount.
6. **Repayment Schedule:** The Loan shall be repaid in equal annual installments of principal over a five (5) year period, commencing in the first full calendar year following the initial advance of Loan proceeds. Unless otherwise agreed by the County, repayment of the Loan shall be made in accordance with the following schedule, based on the maximum Loan amount of \$200,000.00:
  - Year 1: \$40,000
  - Year 2: \$40,000
  - Year 3: \$40,000
  - Year 4: \$40,000
  - Year 5: \$40,000

Total Principal Repayment: \$200,000

For greater certainty, if the total amount advanced under the Loan is less than the maximum Loan amount, the annual repayment installments shall be adjusted proportionally so that the total principal advanced is repaid over the five (5) year repayment period. The Loan is interest-free, and repayments shall apply solely to principal. The Township may prepay the Loan in accordance with Section 7 of this Agreement.

7. **County Council Approval:** Funding for the Approved Studies under the County Employment Lands Readiness Program has been approved by County Council in accordance with the Program and the terms of this Agreement.
8. **Council-Imposed Conditions:** The following conditions were imposed by County Council as part of its approval of funding for the Approved Studies, if any:

If this section is left blank, no additional conditions were imposed by County Council.