

**ONTARIO TRANSFER PAYMENT AGREEMENT FOR SBEC PROGRAM:
SBEC Core, Starter Company Plus and Summer Company**

THE AGREEMENT is effective as of the 1st day of April, 2022

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

- and -

CORPORATION OF THE TOWN OF ORANGEVILLE

(the “Recipient”)

BACKGROUND

The Recipient intends to undertake the SBEC Program which is comprised of the SBEC Core, Starter Company Plus and Summer Company programs.

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”	SBEC Program Specific Information
Schedule “C”	SBEC Program
Schedule “D”	Budget
Schedule “E”	Payment Schedule
Schedule “F”	Reports
Schedule “G”	Request for Payment and Certificate

Schedule "H"	Eligible Expenditures
Schedule "I"	Communications and Confidentiality Protocol
Schedule "J"	Auditor's Certificate

and

any amending agreement entered into as provided for in Section 3.1, 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 COUNTERPARTS

2.1 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.

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 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 SBEC Program 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 SBEC Program; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) ("**FIPPA**") and that any information provided to the Province in connection with the SBEC Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.0 CONFLICT OR INCONSISTENCY

5.1 **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.

- 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
Economic Development, Job Creation and Trade**

Date

Name: David B. Meyer
Title: Assistant Deputy Minister (A),
Office of Red Tape Reduction and Small Business

**CORPORATION OF THE
TOWN OF ORANGEVILLE**

Date

Name: Mr. Sandy Brown
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Karen Landry
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

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

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

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

"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 3.1.

"Approved Participant" means an individual who has been approved by the Recipient as a participant in either the Starter Company Plus program or in the Summer Company program.

"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.

"Business Plan" means the business plan attached to the Agreement in Schedule "C" section C8.

"Client" means an entrepreneur who, or small business that, seeks the services of the Recipient under the SBEC Core program.

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

“Eligible Expenditures” means those expenditures, exclusive of HST, which are directly attributable to the SBEC Program as more particularly described in Schedule “H” that are incurred and paid by the Recipient during the term 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.

“Maximum Funds” means the maximum amount of Funds set out in Schedule “B” that the Province will provide to the Recipient under the Agreement.

“Micro-Grant” means a grant of up to \$5000 of the Funds provided under the Starter Company Plus program or of up to \$3000 of the Funds provided under Summer Company program, as more particularly set out in Schedule “C”.

“Micro-Grant Agreement” means the Micro-Grant agreement entered into between the Recipient and any Approved Participant that the Recipient has further approved for a Micro-Grant, the foregoing subject to and in accordance with the terms and conditions of this Agreement and Schedule “C”.

“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.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Reports” means the reports set out in Schedule “F”.

“Program Guidelines” has the meaning ascribed to it in section A2.1(e).

“Program Plan” means the program plan attached to the Agreement in Schedule “C” section C8.

“SBEC Core” means the program described in Schedule “C”, the Program Guidelines and the Program Plan.

“SBEC Program” means the program described in Schedule “C”, the Program Guidelines and the Program Plan that consists of SBEC Core, Starter Company Plus and Summer Company programs.

“Starter Company Plus” means the program described in Schedule “C”, the Program Guidelines and the Program Plan.

“Summer Company” means the program described in Schedule “C”, the Program Guidelines and the Program Plan.

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 SBEC Program;
- (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 SBEC Program, the Funds, or both;
- (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;

- (e) it shall carry out the SBEC Program in compliance with Schedule “C”; the Province’s program guidelines (the “**Program Guidelines**”), copies of which the Recipient acknowledges and agrees it has received from the Province; the Program Plan; and the Business Plan;
- (f) the Recipient shall provide all services to the public under the SBEC Program in accordance with the *French Language Services Act* (Ontario), including, but not limited to, providing signs, notices and other information on such services in French and making it known to members of the public that such services are available in French. The Recipient shall, among other things that the Province may require from time to time, ensure to the Province’s satisfaction that:
 - (i) any person may communicate with the Recipient in both French and English;
 - (ii) any person may receive the services under the SBEC Program in both French and English;
 - (iii) the portions of the Recipient’s website relating to the SBEC Program are available in French;
 - (iv) all public documents relating to the SBEC Program are available in French;
 - (v) bilingual (English/French) signs relating to the SBEC Program are posted as needed;
 - (vi) it has developed a protocol for providing Francophone clients with services in French; and
 - (vii) it shall submit the French Language Services Checklist described in Schedule “F”; and
- (g) It shall comply with the terms and requirements of Schedule “I” - Communications and Confidentiality Protocol.

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

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

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has,

will maintain in writing, and will follow:

- (a) 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 SBEC Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the SBEC Program 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 SBEC PROGRAM

A4.1 **Funds Provided.** The Province will, subject to the terms and conditions of the Agreement:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the SBEC Program;
- (b) provide the Funds to the Recipient in accordance with the payment schedule set out in 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 SBEC Program;
- (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;
- (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 SBEC Program; or
 - (ii) terminate the Agreement pursuant to Section A12.1;
- (e) If the Recipient is a municipality, the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law.

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

- (a) carry out the SBEC Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the SBEC Program;
- (c) spend the Funds only on account of Eligible Expenditures and in accordance with the Budget; and

- (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.

A4.4 Despite Section A4.3(c). Despite Section A4.3(c), the Recipient may, on occasion in the Budget, reallocate only within the same Funding Year:

- (a) Any amount equalling up to 10% or \$500, whichever is greater, of any expense line item to another expenses line item, provided that at all times the following conditions are met:
 - (i) Administration: the line item for “Administrative Expenses” under the category heading “SBEC Core” in the MEDJCT Program Funding Budget in section B of Schedule “D” shall not exceed 10% of the overall Budget;
 - (ii) Micro-Grants: the amount allocated for Micro-Grants under the category headings “Starter Company Plus” and “Summer Company” in the MEDJCT Program Funding Budget in section B of Schedule “D” shall not be reduced to zero; and
 - (iii) The total amount of the Funds for the applicable Funding Year shall remain the same.

A4.5 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.

A4.6 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.

A4.7 Rebates, Credits, and Refunds. The Province will calculate Funds based on Eligible Expenditures, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.8 Updates to Program Guidelines. The Recipient is responsible for obtaining updated versions, if any, of the Program Guidelines from the Province.

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 set out 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 SBEC Program 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 SBEC Program, 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 set out 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 SBEC Program 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 SBEC Program.

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 SBEC Program 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 SBEC Program, 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 or 9.2 of the *Auditor General Act* (Ontario), as applicable.

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 SBEC Program; 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 SBEC Program-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 SBEC Program 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 SBEC Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. 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 SBEC Program, 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(e), 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 SBEC Program 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 SBEC Program 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 SBEC Program;
 - (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 SBEC Program;
- (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 Section 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 set out 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, or personal delivery and will be addressed to the Province and the Recipient respectively set out in Schedule “B”, or as either Party later designates to the other by Notice.

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

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email or personal delivery, one (1) 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 received; and
- (b) the Party giving Notice will give Notice by email or personal delivery.

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 5.0, Article A1.0 and any other applicable definitions, Section A2.1(a), Section A2.2, Sections A4.2(e), A4.5, A4.6, A.4.7 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"

SBEC PROGRAM SPECIFIC INFORMATION

Maximum Funds	\$312,560
Expiry Date	July 31, 2024
Amount for the purposes of Section A5.2 (Disposal) of Schedule "A"	\$ 2,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Amie Sergas, (A) Manager, Program and Contract Management</p> <p>Address: Ministry of Economic Development, Job Creation and Trade Small Business Branch Program and Contract Management Unit</p> <p>56 Wellesley St West, 7th floor Toronto, Ontario M7A 2E7</p> <p>Email: amie.sergas@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Ruth Phillips, Manager, Economic Development and Culture Corporation of the Town of Orangeville</p> <p>Address: 87 Broadway Orangeville, ON L9W 1K1</p> <p>Email: rphillips@orangeville.ca</p>

Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement

Position: Nandini Syed, Treasurer, Corporation of the Town of Orangeville

**Address: 87 Broadway
Orangeville, ON L9W 1K1**

Email: nsyed@orangeville.ca

SCHEDULE "C"

SBEC PROGRAM

The Recipient shall deliver SBEC programs including SBEC Core, Starter Company Plus and Summer Company, set out in further detail below.

The Recipient shall ensure that all third party mentors and consultants engaging with Clients or Approved Participants in the SBEC Program are bound by appropriate confidentiality, non-compete, and conflict of interest provisions in agreements with the Recipient and Client or Approved Participants, as applicable.

C1. SBEC PROGRAM OBJECTIVES

The objectives of the SBEC Core, Starter Company Plus and Summer Company programs are set out below:

SBEC PROGRAM	OBJECTIVES
1. SBEC Core	<ul style="list-style-type: none">• This program shall provide business advisory supports and skills development to Ontario's entrepreneurs and small businesses to improve the success rate and longevity of small businesses and build growth and prosperity in local communities.
2. Starter Company Plus	<ul style="list-style-type: none">• The program shall provide training, mentoring and Micro-Grants of up to \$5,000 of the Funds to Approved Participants to start, expand or buy a small business.• Address local and/or regional economic development needs, and where appropriate focus on special industries and sectors.
3. Summer Company	<ul style="list-style-type: none">• The program shall provide training, mentoring and Micro-Grants of up to \$3,000 to youth entrepreneurs who wish to start a full-time business over the summer.• Inspire more youth to choose entrepreneurship as a career option and equip them with tools to succeed.

C2. SBEC PROGRAM COMPONENTS

The Recipient shall deliver all SBEC Program components below.

SBEC PROGRAM	COMPONENTS
<p>1. SBEC Core</p>	<p>Triaging/Inquiries</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Respond to inquiries related to entrepreneurship and small business, and Recipient service offerings (initiatives, programs and services available). • Direct members of the public to appropriate Recipient services or refer to other entrepreneurship stakeholder services. <p>Business Advisory/Coaching</p> <p>The Recipient shall work with Clients to provide personalized options, information and advisory support to address their business needs. The Recipient shall offer:</p> <ul style="list-style-type: none"> • Initial one-on-one consultation, on a no fee basis to each Client. • Any additional consultation (advanced/in-depth) may be offered to the Client. Fees, if any, and the amount (cost-recovery or otherwise) are to be determined by the Recipient. The consultation can take place at the Recipient location, offsite, or through virtual delivery. • Mentorship and/or coaching services to Clients. Services may be delivered on a non-fee or fee basis. • Referrals for third party “professional” consultations (i.e. accountants, real estate). <p>Business Skill Development</p> <p>The Recipient shall assist Clients in starting, maintaining or expanding their small business through short term workshops, events or activities.</p> <p>The Recipient shall:</p>

	<ul style="list-style-type: none"> • Conduct and/or facilitate seminars and workshops that focus on entrepreneurship, small business and business development. Other than the initial consultation which shall be complementary, fees, if any, are to be determined by the Recipient. • Host and/or organize networking activities or events. These activities or events can be targeted to serve specific demographics (e.g., Francophone, women, Indigenous and youth entrepreneurs), to be determined by the Recipient. <p>Resources</p> <p>To raise the profile and promote small businesses in Ontario, the Recipient shall offer the following resources to assist businesses to proposer and expand:</p> <ul style="list-style-type: none"> • Conduct outreach services to the community to promote the services of the Recipient and develop partnerships within the community. • Provide computer stations (with internet) and business resources for Clients. <p>The Recipient shall undertake post-SBEC Core program reporting with all Clients to obtain outcomes performance reporting information from Clients at exit or until an outcome can be reported.</p>
<p>2. Starter Company Plus</p>	<p>The Recipient shall deliver all four components at their sites:</p> <ol style="list-style-type: none"> 1. Approved participant intake 2. Training and skills development 3. Mentorship 4. Micro-Grants (Funds contributed by the Province up to \$5,000) <p>The Recipient shall ensure that all Approved Participants who are eligible and approved by the Recipient undertake the second and third components set out above. The fourth component is not required. The availability of the Micro-Grant component for an</p>

Approved Participant shall be determined by the Recipient in accordance with the Program Guidelines.

The Recipient shall determine an individual's eligibility for Starter Company Plus program as well as their general business needs.

The Recipient shall:

- Assess individuals based on eligibility requirements set out in Schedule "C" and additional local criteria developed by the Recipient needed to select Approved Participants from a pool of applicants.
 - If the individual is eligible, and the individual wishes to proceed with the initiative, the Recipient may accept the individual as an Approved Participant.
 - If the individual is not eligible for Starter Company Plus, the Recipient shall direct the individual to other entrepreneurship initiatives, programs and services.
- Have a decision-making process in place that provides rationale for approval to participate in the Starter Company Plus.
- Work with the Approved Participant to develop a customized learning plan outlining required training and mentorship based on the Approved Participant's business needs and goals.

Training and Skills Development

The objective of the training and skills development component is to help Approved Participants start, expand or purchase a business by providing short term workshops or activities. This can include seminars, workshops, networking events and experiential learning. Activities can be completed in a classroom, virtual one-on-one, or in a group setting.

The Recipient shall:

- Develop content and a suitable delivery method of training and skills development for each Approved Participant. The Recipient will organize, schedule and sequence the workshops to meet Approved Participants' needs in a way that is suitable for their organization.
- Provide short-term training and skills development opportunities to enhance business knowledge and skills to support Approved Participants in starting, expanding or purchasing a business.

- Monitor when an Approved Participant has finished the identified training on their learning plan.

Mentoring

The Recipient must match each Approved Participant with a designated mentor and/or a group of mentors to provide business expertise and support. Activities can include, but are not limited to, identifying challenges, working on problem solving strategies, developing networking skills, expanding contact networks and providing overall guidance.

The Recipient shall:

- Match each Approved Participant with a mentor who will provide support, entrepreneur advice and expertise for a minimum of three months.
- Recruit, train and coordinate a mentorship network to meet the needs of the program.
- Monitor the Approved Participant-mentor match and record when the component has been completed.

Approved Participants can participate in the training and skills development and mentorship component concurrently.

Micro-Grants

Each Approved Participant that the Recipient approves for Micro-Grants shall receive up to \$5000 of the Funds. The Recipient may find funding locally to match or increase the Micro-Grant amount. The Micro-Grant is administered and distributed by the Recipient. All Approved Participants must also contribute 25% of the Micro-Grant amount (which may include in kind contributions) to its project to start, expand or buy a small business. The matching contribution may be waived by the Recipient under exceptional circumstances only.

The Recipient shall:

- Establish a committee to review and approve Micro-Grant applications.

	<ul style="list-style-type: none"> • Develop all required procedures and criteria governing Micro-Grant selection and administration including assessment of Approved Participants, approval for funding, all financial administration, banking, monitoring and issuing of T4As • Prepare, negotiate, monitor and enter into Micro-Grant Agreements with Approved Participants prior to disbursement of Funds. • The Micro-Grant Agreement shall provide up to \$5,000 of Funds to the Approved Participant and outline the terms and the conditions of the Micro-Grant including eligible expenditures, milestones and grounds for repayment and the following provisions: <ul style="list-style-type: none"> (i) <u>Audit Rights for the Crown.</u> The parties agree that audit rights under the Micro-Grant Agreement (or such other term used in the Micro-Grant Agreement to refer to the agreement) shall inure to the benefit of the Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the "Province"), any authorized representative or any independent auditor identified by the Province, which audit rights (including the right of inspection and review of the Approved Participant's (or such other term used in the Micro-Grant Agreement to refer to the Approved Participant) progress of its project under the Starter Company Plus program and any allocation and expenditure of Funds (or such other term used in the Micro-Grant Agreement to refer to the funds provided under the agreement) and to perform a full or partial audit of the Approved Participant) shall be carried out at the Province's expense and shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Micro-Grant Agreement; and (ii) <u>Post-Starter Company Plus Program Reporting.</u> The Approved Participant shall, if requested by the Recipient or the Province, provide progress reporting information such as the Approved Participant's business expansion and job creation for three consecutive funding years after exit from Starter Company Plus following the expiry date or termination of the Micro-Grant Agreement. • Distribute Micro-Grants to all Approved Participants who have been approved for a Micro-Grant subject to the terms and conditions of the Micro-Grant Agreement.
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	<ul style="list-style-type: none"> • Where Approved Participants fail to comply with Starter Company Plus requirements or any requirements under the Micro-Grant Agreement, the Recipient shall recoup all or part of the Funds. • The Recipient shall ensure that the review and approval for Micro-Grant process is fair, transparent and accountable. • The Recipient shall monitor Micro-Grant payments made to participants based on spending and progress against established program milestones. It will ensure that funds are being used for their intended purposes and request evidence of costs incurred and paid if necessary. • Funds allocated to Micro-Grants in the MEDJCT Program Funding Budget in section B of Schedule “D” must be spent on Micro-Grants for Starter Company Plus Approved Participants.
<p>3. Summer Company</p>	<p>Intake- Application Process</p> <p>Youth interested in participating in the Summer Company program will be required to submit an application, which includes a business plan and a description of the eligible business and cash flow. Those applicants will then be interviewed by the Recipient, assessed for their eligibility to be accepted as Approved Participants, approved in accordance with the eligibility requirements set out in section C.3 of Schedule “C” or declined, and informed if they have been accepted as Approved Participants.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Promote and market the program to targeted groups. • Determine if potential applicants meet eligibility requirements as listed under Schedule “C” Section C3. • Distribute Summer Company applications to youth applicants. • Assist youth applicants in completing Summer Company applications. • Assess submitted applications to determine if they meet eligibility and program requirements. • Interview youth applicants and select Approved Participants. • Ensure the Approved Participant has met all the eligibility requirements to participate as listed under Schedule “C” Section C3. • Enter into Summer Company Micro-Grant Agreement with the Approved Participant.

Business Training and Coaching

The Recipient shall provide short term workshops or activities designed to help Approved Participants with the skills and tools to succeed in entrepreneurship. The training can focus on, but not be limited to marketing and sales, HST, record/bookkeeping, time management, customer service, insurance and risk management.

The Recipient shall:

- Recruit and coordinate business mentors. Mentors must have a valid criminal background check issued by the police within the last six months and have an understanding of the objectives, business planning and operations of Summer Company, and must maintain confidentiality of all information in addition to mentor and third party contractor obligations set out in this Schedule C.
- Assign the Approved Participant to a mentor or mentor group.
- Provide a minimum of 12 hours of business training and guidance per Approved Participant.
- Conduct one on-site visit at the project location for the Approved Participant for ongoing support and guidance.
- Monitor Approved Participant progress to ensure compliance with the business plan and cash flow forecasts submitted in the application.
- Conduct exit interviews with the Approved Participants to ensure all Summer Company requirements have been met.

Micro-Grants

Approved Participants are eligible to receive up to \$3000 of the Funds for Micro-Grants to support start-up costs and completion of their project under Summer Company. Micro-Grants are issued by the Recipient in two installments.

- an initial disbursement of up to \$1,500 for start-up expenses; and
- a final disbursement of up to \$1,500 for successful completion of the Approved Participant's project under the program and Micro-Grant Agreement

The Recipient shall:

	<ul style="list-style-type: none">• Establish a committee to review and approve Micro-Grant applications.• Develop all required procedures and criteria governing Micro-Grant selection and administration including assessment of Approved Participants, approval for funding, all financial administration, banking, monitoring and issuing of T4As.• Prepare, negotiate, monitor and enter into Micro-Grants with Approved Participants prior to disbursement of Funds which will be paid out in two instalments.• The Micro-Grant Agreement shall provide up to \$3,000 of the Funds to the Approved Participant and outline the terms and the conditions of Micro-Grant including eligible expenditures, milestones and grounds for repayment and the following provisions:<ul style="list-style-type: none">(a) <u>Audit Rights for the Crown.</u> The parties agree that audit rights under the Micro-Grant Agreement (or such other term used in the Micro-Grant Agreement to refer to the agreement) shall inure to the benefit of the Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the "Province"), any authorized representative or any independent auditor identified by the Province, which audit rights (including the right of inspection and review of the Approved Participant's (or such other term used in the Micro-Grant Agreement to refer to the Approved Participant) progress of its project under the Summer Company program and any allocation and expenditure of Funds (or such other term used in the Micro-Grant Agreement to refer to the funds provided under the agreement) and to perform a full or partial audit of the Approved Participant) shall be carried out at the Province's expense and shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Micro-Grant Agreement; and(ii) <u>Summer Company Program Reporting.</u> The Approved Participant shall, if requested by the Recipient or the Province, provide progress reporting information such as the Approved Participant's business expansion and job creation for three consecutive funding years after exit from Summer Company following the expiry date or termination of the Micro-Grant Agreement.
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- Distribute the first instalment after execution of the Micro-Grant Agreement.
- Distribute the second instalment once the Approved Participant has completed all requirements of his or her project under the program and Micro-Grant Agreement.
- Where an Approved Participant fails to comply with Summer Company requirements or any requirements under the Micro-Grant Agreement, the Recipient shall recoup all or part of the Funds.
- The Recipient shall ensure that the review and approval for Micro-Grant process is fair, transparent and accountable.
- The Recipient shall monitor Micro-Grant payments made to participants based on spending and progress against established program milestones. It will ensure that funds are being used for their intended purposes and request evidence of costs incurred and paid if necessary.
- Funds allocated to Micro-Grants in the MEDJCT Program Funding Budget in section B of Schedule “D” Budget must be spent on Micro-Grants for Summer Company Approved Participants.

Reporting

The Recipient has the option to use the SCREEN platform to support the delivery of Summer Company. It is not a mandatory requirement.

Recipients are required to:

- Administer and approve applications through a delivery method of their choice. Recipients have the option to use the Summer Company Registration, Eligibility and Evaluation Network web-based system (“**SCREEN**”).
- Report identified Summer Company performance measures to the Province through the Enterprise Centre Reporting (“**ECR**”) system.
- Collect and submit success stories with written consent of the applicable Approved Participant.
- Distribute a survey to Approved Participants in a format and in accordance with the timelines to be provided by the Province.

	<p>Information Management and Privacy Provisions</p> <p>The Recipient shall follow information management and privacy provisions in the Program Guidelines including:</p> <ul style="list-style-type: none"> • An acceptable use policy to provide a set of principles and practices governing all users of the Province’s “SCREEN” web-based back office platform. • Privacy policy to protect personal information of applicants and Approved Participants. <p>The Recipient will collect completed release and consent forms from Approved Participants in the form provided by the Ministry prior to publication or release of program success stories.</p>
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C3. MINIMUM ELIGIBILITY REQUIREMENTS

The Recipient shall approve applicants in accordance with the SBEC Program eligibility requirements or guidance described below at minimum.

SBEC Core provides general inquiry and advisory services support to entrepreneurs and small businesses with a client profile that is typically:

- Less than five (5) years in operation, and
- Have under ten (10) employees

SBEC PROGRAM	ELIGIBILITY
1. Starter Company Plus	<p><u>Eligibility</u></p> <p>Individuals applying for the program must satisfy the following eligibility requirements:</p> <ul style="list-style-type: none"> • 18 years of age or older at the time of registration; • proposing starting a new company, expanding an existing company or buying a business in Ontario; • not attending school full time nor returning to school; • resident of Ontario; • Canadian citizen or permanent resident;

	<ul style="list-style-type: none"> • not enrolled in other comparable provincial employment or self-employment related initiatives and programs that include or do not include financial assistance; and • not currently enrolled concurrently in any comparable self-employment or entrepreneurship training/financing initiatives and programs offered by government funded organizations. <p>While Starter Company Plus is open to all eligible individuals, it is a training and mentoring initiative geared towards assisting those in need of business knowledge and support.</p> <p>Approval into Starter Company Plus is competitive and eligible applicants may not all be accepted. As the program aims to address local and/or regional economic development needs, the Recipient may prioritize participation based on specific industries and sectors.</p> <p>For record keeping, the SBEC must provide a written rationale to justify the Approved Participant selection into the Starter Company Plus program.</p>
<p>2. Summer Company</p>	<p><u>Eligibility</u></p> <p>Individuals applying for the program must satisfy the following eligibility requirements:</p> <ul style="list-style-type: none"> • a student between 15 and 29 years old as of April 30 of each Funding Year (a parent or guardian must sign the application for applicants under 18); • starting a new eligible business (see below); • attending school and returning to school in the fall (this includes full-time, part-time, homeschooling, e-learning, distance learning, apprenticeships, trade schools, etc.); • a resident of Ontario; • a Canadian citizen or a permanent resident; • not working at another job or attending school for more than 12 hours per week during the term of the project under the program; • self-employed as defined by the Canada Revenue Agency; • able to work over the summer period: <ul style="list-style-type: none"> ○ a minimum of 280 hours if a high school student ○ a minimum of 420 hours if a post-secondary student • has not received funding from Summer Company program in the past.

Under exceptional circumstances, exceptions may be granted by the Recipient.

Business Eligibility Criteria

Approved Participants must create a new business that meets the following criteria:

- A sole proprietorship or a corporation where the applicant will be the majority shareholder;
- An independent business venture;
- A new business, not previously registered or operated on an on-going basis;
- Operates at arm's length from family business ventures;
- Operates in Ontario;
- Spends an average of 35 hours per week on the business operation for a minimum of 8 weeks for high school students, or 12 consecutive weeks for post-secondary school students, from the business start date as stated in the business plan; and
- Is in compliance with all applicable laws.

Businesses that are not eligible:

- partnerships/co-operatives;
- franchises;
- distributorships;
- incorporated businesses that are controlled directly or indirectly by a person who would not be an eligible Youth under the Summer Company program;
- business ventures that are subsidiaries or divisions of an existing business;
- business ventures that are continuations of existing commercial endeavours;
- business ventures that allow for commissioned sales;
- multi-level marketing ventures;
- single events such as a theatrical production, a DJ gig, a music concert, a dance/party event, a fundraiser, a sporting tournament, etc.;
- businesses that have a strictly pay per click service model; or
- "1-900" number businesses.

C4. PERFORMANCE METRICS

The Recipient is responsible for reporting on activities and outcomes of the SBEC Program through the collection and reporting of key performance measures identified by the Province. Explanations for the performance metrics listed below can be found on the Enterprise Centre Report (ECR) web portal (<https://www.ontariocanada.com/ecr>) or otherwise distributed by the Province.

Program	Metric
General	<p># of unique businesses supported: unique businesses served in the year by the Recipient including both new and existing or legacy clients.</p> <p># of businesses supported through workshops: the number of business who participated in a workshop series as part of the SBEC's triaging process before receiving a consultation.</p>
SBEC Core	<p><u>Activities</u> # of inquires # of consultations</p> <ul style="list-style-type: none"> • Exploring entrepreneurship • Starting a business • Existing business <p># of French language consultations</p> <p><u>Outcomes</u> # of businesses started # of businesses sustained # of businesses expanded # of businesses purchased # of jobs created</p>
Starter Company Plus	<p><u>Activities</u> # of completed approved participants # of grants issued Dollar value of investment leveraged</p> <p><u>Outcomes</u> # of businesses started # of businesses expanded</p>

	# of businesses purchased # of jobs created
Summer Company	<p><u>Activities</u> # of applications submissions # of completed participants</p> <p><u>Outcomes</u> # of businesses started # of jobs created # of interested in pursuing entrepreneurship as a career option</p>

Reporting requirements and timelines are provided in Schedule “F” Reports.

C5. ENTERPRISE CENTRE REPORTING (ECR)

The Recipient will report back to the Province at the end of each quarter in the ECR system during the term of the Agreement on key performance activities and metrics set out in Schedule “C”, Section C4 and as defined in Schedule “F” Reports.

C6. PROGRAM MONITORING, COMPLIANCE AND FOLLOW-UP

Program Monitoring and Compliance

Program monitoring and compliance will be carried out between the Province and Recipient. Some of the activities that can be expected during the life cycle of an Agreement include:

1. Activity and financial reporting on program activities, budget and performance metrics
2. On-site compliance and evaluation visits from the Province to evaluate onsite program activities and performance reporting processes
3. Monthly discussions via telephone with the Province on program progress
4. Correspondence by mail or e-mail.

Follow-Up

The Recipient will conduct follow-up with all Clients and Approved Participants who received a consultation through SBEC Core services and completed Summer Company and Starter Company Plus at exit to report on the impact performance metrics outlined in

Schedule C, Section C4. or until an outcome performance metric is reported. The Recipient is required to maintain Clients and Approved Participant contact information.

C7. INFORMATION MANAGEMENT REQUIREMENTS

The Recipient will develop and maintain relevant and up-to-date systems for planning, monitoring, and reporting program activity and expenditures. Without limiting the generality of the provisions in sections A7.2, A7.3 and A7.4, at a minimum, the Recipient’s information management records, systems, and procedures will:

- a. Ensure that full documentation is available, verifying that the statistical and financial information entered into any Province systems and other Recipient management systems meets the reporting and audit requirements of the Province;
- b. Protect Clients’ and Approved Participants’ privacy in accordance with the Agreement with the Province, including records through storage in a secured system, for both electronic and manual records;
- c. Make records accessible for audit purposes by identifying them in a distinct manner, rather than only by name;
- d. Ensure records and information are used for ongoing evaluation of services.

C8. SBEC BUSINESS PLAN AND PROGRAM PLAN

The Business Plan and Program Plan attached in this section C8 form part of the Agreement.

Small Business Enterprise Centre (SBEC) Business Plan

SBEC Name:	Orangeville & Area Small Business Enterprise Centre
Location:	Orangeville
Completed By (Name and Title):	Mark Jamieson, SBEC Coordinator Ruth Phillips, Manager, Economic Development & Culture
Date:	January 14, 2021

Overview

The intent of this Business Plan is to provide a description of the work of the Small Business Enterprise Centre (SBEC) in the next two years and will be included as part of the program agreement. This business planning process also provides a basis for dialogue between the ministry and your SBEC which covers:

- A plan to achieve objectives for the upcoming fiscal years;
- How local and regional economic development priorities and strategic direction align with programming; and
- How services meet the needs of entrepreneurs in their community.

Note:

Please provide short, concise and direct responses wherever possible or as bulleted responses. Where descriptions are being requested, please limit your response to no more than 1-2 paragraphs (~ 2-300 words max.).

1. Small Business Enterprise Centre (SBEC) Overview

1.1 Describe the Small Business Enterprise Centre's main objectives for the next 2-5 years:

The SBEC is housed within the Town of Orangeville's Economic Development and Culture office as part of the Community Services department. Core functions and objectives for the upcoming period include:

- Provision of assistance with business inquiries, on-site and remote business registrations.
- Provision of in-depth consultations and business plan guidance to support the retention, expansion and start-up of local enterprises in Orangeville and its surrounding regions.
- Delivery of business-related seminars and events geared to educating business owners at all stages of development on relevant business topics.
- Provision of access to a network of business mentors - local professionals and established business owners who volunteer their time to help new entrepreneurs with topic-specific issues.
- Coordination of various special initiatives, including the delivery of an annual Bridges to Better Business conference, an annual Economic Outlook Summit, and intensive entrepreneurship training programs.
- Leadership, delivery and participation in periodic special initiatives that become available through opportunities provided by federal and provincial partnership opportunities, and which

support the development and growth of local small businesses (ex. My Main Street Local Business Accelerator, digitalization projects, etc.).

- Outreach and communications with the business community to provide timely and relevant information on business issues, initiatives, and opportunities, including an active social media program, regular website enhancements, and advertising.
- Delivery of annual Summer Company Program according to Ministry guidelines which promotes, encourages and supports participation by eligible youth in the exploration and completion of summer self-employment opportunities through the provision of guidance, advice and grants.
- Delivery of the Starter Company Program as per Provincial guidelines to encourage start up and expansion of local businesses through the delivery of enhanced business planning, guidance and grants to support implementation of business plans.
- Provision of resources, information, referrals, and data to support decision making and learning goals of developing and growing entrepreneurs.

1.2 How is the SBEC currently governed? (please check one)

Reporting to a municipality

Independent non-profit

Other: _____

1.3 Describe the current service area of the SBEC (i.e. using municipal boundaries):

The Orangeville & Area Small Business Enterprise Centre services Orangeville and its surrounding municipalities, including all of Dufferin County (pop. Approx. 60,000) and its surrounding areas. Dufferin County is a primarily rural community with three urban centres – the largest being Orangeville (pop. 30,000) along with smaller urban centres of Shelburne and Grand Valley. The SBEC operates a satellite office in Shelburne which provides enhanced access for residents of north Dufferin. Communities surrounding Dufferin and including north Caledon, Erin and eastern portions of Wellington County, Dundalk and southern Grey County also access the services of the Orangeville & Area SBEC.

1.4 If you have a service area that extends to other municipalities beyond the municipality in which your SBEC is based, do those municipalities contribute to the SBEC (i.e. through in-kind and/or cash contributions)

Yes No

2. Economic Development Strategy and COVID Recovery

2.1 Does your municipality (or region) have a current economic development strategy?

Yes No

If yes, briefly describe the key objectives or main themes in the plan:

Business retention and expansion – Includes recommendations for Business Retention and Expansion calling programs and individual outreach to companies and organizations. Offer support and promotion of programs in collaboration with Federal, Ontario and other partners that will assist local businesses to sustain competitiveness, find markets and grow.

Innovation and Entrepreneurship – Business creation, growth and innovation and the encouragement of entrepreneurship to build a healthy and vibrant local economy. Includes recommendations to grow and evolve the Orangeville & Area SBEC.

Attracting new investment – Attraction of new investment to the community, including the fostering of innovation ecosystems that enable companies to scale up. Encourage innovation and adoption of emerging technologies.

Marketing to attract investors, tourists and talent – Brand and market the community as a place for business, manufacturing, tourism and arts and culture. Encourage expanded and enhanced tourism business offerings and capacity. Ensure website and related digital communications remain relevant and effective.

In addition to these main roles, the strategy recommends that special attention be paid to businesses within sectors that include Tourism, Creative Industries, Manufacturing, Professional, Engineering Information Technology and Financial Services. The operation of the SBEC is incorporated as a fundamental component of the overall Strategy.

2.2 Does the municipality or region's economic development strategy include any specific initiatives delivered by the SBEC?

Yes No

If yes, please identify the initiative:

Starter Company/Summer Company - There are a significant number of applicants in the Starter Company Plus program that represent the tourism, arts and culture, and professional services sectors. In the previous fiscal year, the SBEC funded 7 Starter Company businesses and supported many more through ongoing consultations and training. Development and encouragement of entrepreneurship is also completed through delivery of Summer Company Program. The Summer Company program has been a well-received and competitive program for

the youth of Dufferin County. Mentorship, training and grant funding have contributed to many successful ventures being launched. There are a number of growing local businesses which have been started through Summer Company and have continued and flourished once the entrepreneurs have completed their education.

Business retention and expansion – The SBEC participates in regular, structured and informal business retention and expansion calling programs (virtual outreach during COVID) and offers support to local businesses to sustain their competitiveness, remove barriers and to grow. The SBEC reports to the Economic Development Manager on needs, preoccupations and intentions of local businesses and participates in resulting initiatives to support these ventures.

General Entrepreneurship Programing – Workshops, events, consultations and general advice and guidance are provided to local entrepreneurs across all sectors, thereby supporting overall business attraction, expansion and retention efforts.

Innovation – Participation in monthly meetings with innovation partners hosted by Innovation Guelph. Periodic partnerships with post-secondary institutions, Henry Bernick Centre, Community Futures, Ontario Centre for Innovation, to support small business development/innovation through seminar delivery, networking and referral.

Increased engagement with Federal and Provincial officials and programs – Participate in and/or take lead role in the delivery of periodic, partnership programs designed to support small business retention, expansion, start-up and recovery (ex. Digitalization programs, Local Business Accelerator Program, etc.).

Resources and Information – The SBEC contributes to research, data collection and analysis related to trends occurring in community and assists with provision of relevant information to council, community and emerging businesses.

Outreach and communication – The SBEC participates in social media programs, contributes to website updates and provides stories and articles to inform public/business community.

2.3 How does your SBEC ensure that its services align with the goals and priorities of the municipality or region's economic development strategy?

Small business continues to represent a significant component of the local economy with approximately 75% of area employer-based businesses employing fewer than 10 staff. As a result, the SBEC continues to provide services that support the retention, growth and expansion of these ventures with a focus on business development and planning, marketing and financial management. The Orangeville & Area SBEC's series of workshops presents a diverse selection of business skills training that supports area enterprises.

The undertakings of the SBEC are included within an Economic Development report that is publicized and presented to Council annually. The report highlights data, initiatives, and results of the SBEC efforts over the past year and links these successes to the overall goals of the Economic Development and Culture office. The Economic Development Manager also reports annually to the Town's Business and Economic Development Advisory Committee on progress

made in fulfilling the major components of the Economic Development Strategy and the SBEC efforts are included within this report.

Because the SBEC program is delivered by the Economic Development and Culture office, it has been a fundamental component of the office's programming since its inception almost 20 years ago and its alignment with overarching divisional goals is ensured.

2.4 Is the SBEC active in supporting a COVID recovery strategy or plan?

Yes No

If yes, provide an overview of how. If not, please provide a rationale:

Increased inquiries and consultations -The ever-changing restrictions, regulations and requirements of the pandemic have taken a toll on many of our small businesses. They require professional business guidance, encouragement and support as they work to overcome challenges and grow their ventures. As a result, the SBEC has experienced a large increase in demand for inquiries and consultations throughout the pandemic to date. In 2020 for example, inquiries increased by 22% over 2019 and consultations increased by almost 30%.

To support this increase, the SBEC reassigned grant funds from Summer Company in order to provide additional grant funding to Starter Company Plus applicants. Since the onset of the pandemic, a total of 21 businesses have received a Starter Company Plus grant and more were supported through enhanced guidance and advice.

Enhanced Virtual Consulting Program - Delivered an enhanced, virtual coaching program to provide business owners with one-to-one topic-specific guidance and advice in overcoming challenges and adopting new practices. This program, delivered from December 2020 to September 2021 was very well received and the municipality directed additional funding to it to help fulfill demand.

Participation in business surveying – worked with the Economic Development and Culture office to conduct two surveys of the business community – seeking information on impact and needs as a result of COVID pandemic. Assisted with the formulation of plans and activities that could help to fulfill problems being experienced. Provided immediate referral to programs and offered additional support where possible.

Buy local initiative - Actively supported a 'buy local' initiative undertaken by the Economic Development office and championed the benefits of supporting local entrepreneurs through social media and communication outreach.

Online presence - Shifted to online delivery of key events and workshops and delivered additional seminars geared to local business needs, including an "Ask the Expert" series delivered by credible community partners.

Digitalization - Worked with Economic Development office to support and encourage uptake of a Digital Main Street Program designed to support entrepreneurs with the adoption of online

practices. In total, 61 Dufferin County businesses received grant funds under version 3 of the program. Grant money was spent on website creation and updates, purchasing of necessary hardware and software to establish an online presence, social media training and implementation, digital marketing, etc.

Main Street - The Town of Orangeville has also been approved to participate in the Local Business Accelerator program which will bring much needed assistance and support for our most impacted businesses that reside within the Downtown core. The My Main Street Local Business Accelerator will support the revitalization of Orangeville’s main street community by providing a dedicated Main Street Ambassador, customized marketing research, data analysis and non-repayable funding contributions for small businesses. The SBEC will work very closely with this individual to support successful program outcomes.

3. Local Entrepreneurship Partners

- 3.1 Provide an overview of local and regional partners that support the work of the SBEC and the entrepreneurship ecosystem (e.g. municipalities, Chamber of Commerce, Business Improvement Areas, Regional Innovation Centres, Community Futures Development Corporations, etc.)

Partner / Organization Name	Type of Support Provided to SBEC or Partnership (e.g. funding, in-kind contributions, service exchange, referrals, etc)
Town of Orangeville	Funding, in-kind contributions that include leadership and management of program delivery, participation on Starter Co grant committee, facility, IT and HR support, payroll, etc.
County of Dufferin	Funding, referrals
TD Bank	Partnership funding, joint delivery of Economic Outlook annual event, referrals, participation on Starter Co grant committee
Georgian College	Referrals, service exchange
Town of Shelburne	Funding, collaboration on events, referrals, information exchange
The Dufferin Board of Trade	Service exchange, promotion of SBEC programs, collaboration on projects
Digital Main Street	In-kind support provided by the program
Innovation Guelph	Referrals, service exchange, networking

Community Futures South Georgian Bay	Funding, joint referrals, promotion, participation on Starter Co grant committee. ED Manager participates on Board of Directors for agency, supporting funding applications from Dufferin businesses.
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3.2

Identify any new partnerships that the SBEC has been pursuing or plans to pursue during the contract period, if any:

In the current economic environment, the SBEC is working to maintain all existing partnerships and is not actively pursuing any new relationships at this time, with the exception of initiatives that are announced by Federal and Provincial programs. Should opportunities arise to develop additional private partnerships, the office will pursue them immediately.

The Town of Orangeville has been approved to participate in the Local Business Accelerator program which will bring much needed assistance and support for our most impacted businesses. The My Main Street Local Business Accelerator will support the revitalization of Orangeville’s main street community by providing a dedicated Main Street Ambassador, customized marketing research, data analysis and non-repayable funding contributions for small businesses. In turn, programs such as this provide additional in-kind support to the SBEC and the target population it serves. The Economic Development office has also participated in three rounds of the Digital Main Street Program to date and this program provides relevant in-kind support to the SBEC clientele.

The Orangeville & Area SBEC is pursuing all applicable Provincial and/or Federal funding programs as they arise.

We plan to further collaborate with the newly formed Small Business Centres of Ontario Non-Profit – a membership for the Small Business Enterprise Centres. We want to further strengthen our position in the entrepreneurship ecosystem, seek opportunities to collaborate with each other and to offer programming together across the Province as well as professional development opportunities for our centre staff.

3.3 Does the SBEC have dedicated initiatives for any special interest populations (e.g. BIPOC entrepreneurs, francophone, LGBTQIA2+, youth, etc.)?

Yes No

If yes, please identify which groups:

In the area of youth entrepreneurship and education, SBEC staff actively seek opportunities to meet with local high schools and colleges to speak with and engage their students. These occasions provide an opportunity to present self-employment as a potential career choice and to promote SBEC youth entrepreneurship programs such as Summer Company.

Equity seeking/racialized populations are represented within our business community. While it can be difficult to quantify the number of businesses representing the LGBTQ+ community, we endeavor to demonstrate a holistic and inclusive approach to special interest groups, including LGBTQIA2 and BIPOC populations through promotional materials used by the office and by showcasing participating members of these populations wherever possible. More than 50% of the businesses served are women owned/operated. Ongoing efforts to promote the Town's diversity will support future development and we are keen to improve and support diverse business representation.

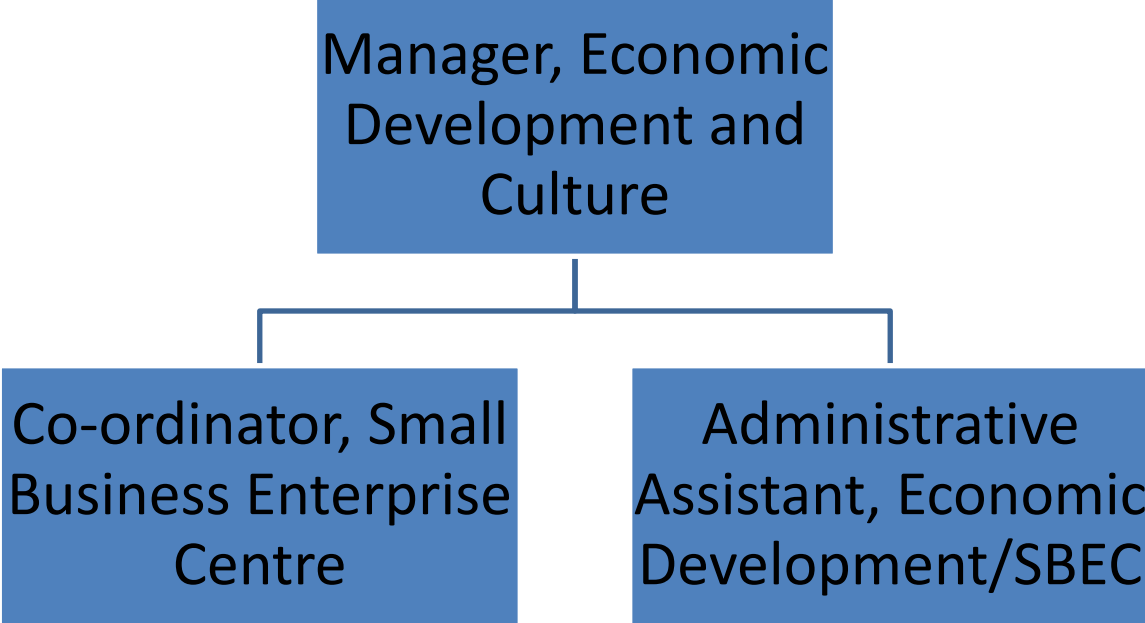
4. SBEC Operations

4.1 How is the SBEC staffed:

	Full-Time	Part-Time
Permanent Employees	1	1
Contract Staff		

Please provide an organizational structure/chart that shows reporting relationships and roles/titles:

The SBEC is staffed by one full-time Coordinator and a part-time Administrative Assistant. The Town's Manager, Economic Development and Culture, oversees all SBEC operations. The SBEC is also supported by additional Economic Development and Culture staff for the purposes of communications and outreach, collaboration on joint initiatives, direction, guidance and advice, etc. Town personnel within the Finance, Human Resources, Communications, IT, and Community Services division all provide resources and support to the SBEC as well.



4.2 How often does your SBEC report to your municipal Council (if applicable) or Not-For-Profit Board?

Once a Year

Twice a Year

Quarterly (4 times per year)

Other: Minimum once/yr and more frequently as initiatives are implemented

4.3 If you do report to Council or a Non-For Profit Board, what information does your SBEC provide? (Select all that apply)

Highlights from the SBEC (e.g. consultations, # jobs created, businesses supported, success stories)

Administrative and service delivery (e.g. Transfer Payment Agreement updates, staffing resources)

Partnerships (e.g. existing or recommendation to pursue new partnership opportunities)

Financial reporting (e.g. budget, municipal/county or other partner contributions of cash and/or in-kind)

Other: Any new initiatives that could involve SBEC programming

4.4 Describe any changes to operations and client service delivery in response to COVID-19 (e.g. shifts between in-person and digital service; changes to methods of engaging with businesses):

The Orangeville & Area SBEC has continued to offer all components of the SBEC program since the onset of the Covid 19 pandemic in March 2020. The office moved to predominantly virtual service delivery at the onset of the pandemic and the transition has been seamless. Client consultations are conducted by video, telephone and in-person by appointment, when the office has been able to accommodate in-person visits. These appointments take place in the SBEC office under strict health protocols.

Entrepreneurship training, events and business workshops are currently being provided via webinars on a variety of internet meeting platforms. From the onset and throughout the pandemic to date, SBEC services have continued without interruption regardless of the ever-changing regulations and accommodations that have been required.

- 4.5 Identify any barriers or possible risks to successfully delivering the programs and services of the SBEC. What steps are being undertaken to address these risks?

The ongoing COVID related lockdowns and restrictions could force continued, periodic remote service delivery. While the ongoing pandemic may prevent regular availability of in-person services, the office has adapted to an online environment and utilizes Teams and other remote meeting tools to ensure that services continue to be delivered seamlessly. To date, we have seen no resistance to remote services from our clients. Over the past year we have actually seen an increase in the number of inquiries as well as the overall number of consultations. Not only are business owners adapting to online opportunities, but many also prefer the flexibility and efficiencies created by this meeting style. As re-opening efforts continue, we will continue to offer remote services to satisfy entrepreneurs preferring this option. However, when able, the office will also continue to offer in-person meetings by appointment and/or will re-open to full scale drop-in service as well when it is safe to do so. Decisions regarding operations will be adapted with health and the safety of staff and the public front of mind.

- 4.6 What tools, platforms or systems does your SBEC use to manage client outreach, engagement and tracking program and client data?

Microsoft Teams is the primary meeting platform utilized for one-to-one consultations as well as stakeholder and partner meetings and delivery of workshops. Staff have access to other meeting platforms as required to participate in externally organized meetings and events.

The Orangeville & Area SBEC utilizes Microsoft Dynamics 365 CRM for tracking participation outcomes, workshop and event attendance and managing client engagement. The CRM is also utilized to track information uploaded to the Provincial ECR monthly. Constant Contact is used for distribution of divisional newsletters and communications regarding upcoming workshops and programs. Outreach is also conducted via the Town's social media channels, website, and local radio and newspaper.

The Town of Orangeville's website was renewed in 2021 and the Economic Development/SBEC pages are continuously updated with new resources, information, initiatives, and COVID related resources as they become available. Social media platforms used by the Economic Development and Culture/SBEC office as well as the Corporation of the Town of Orangeville overall, are utilized to promote engagement and communication.

4.7 Describe any future initiatives to improve programs, services or operations:

Peer Mentoring - A new initiative being launched by the SBEC is the provision of Peer Mentoring Groups. Just under development now, these groups will be designed to support high touch clients from various sectors and who are in the developing, operational and expansion levels of development. These groups will consist of SBEC clients who will meet monthly to guide one another's business growth and provide advice and feedback to one another. The meetings will be facilitated and monitored by the SBEC Coordinator and are intended to retain, support and help grow clients within the SBEC and provide continued service beyond the conclusion of their participation in micro-financing programs.

As indicated within 4.4, as recovery of the pandemic takes place, continued options for flexible, remote meetings will continue to be offered. It is highly unlikely that all business owners/prospective entrepreneurs will want to return fully to previous delivery mechanisms and the SBEC office will embrace varied approaches to meetings and interactions. This will also enable the office to safely and efficiently offer more flexible operational hours based on the needs of the business community.

As an integrated component of the Economic Development services, the SBEC will be included in any new technologies and advancements that the municipality adopts.

It should be noted that the office has experienced strong demand and success with delivery of its Starter Company Program. Were additional Provincial grant funding to become available, the office could increase the number of Starter Company grants issued.

5. Client Service, Engagement and Follow-up

5.1 Briefly describe the steps of the SBEC's client intake, service and engagement process:

Inquiries received through email, telephone or walk-in (COVID regulations permitting) that have straight forward, standardized responses are addressed immediately.

SBEC services are explained to all new inquiries and based on the client requests, a needs assessment is completed, and the client's information and the nature of the inquiry is outlined in the CRM database. Contacts are invited to register for information updates from the office (newletters, workshops, etc.).

A follow-up reminder for staff is created, or a consultation is scheduled depending on the status of the business and what requirements the client has.

During the consultative process, the client is provided with as much guidance as possible – customized to the individual's needs. Business Plan and Financial templates are provided where relevant, referrals to initiatives and partners completed, and action items are created for follow up activities.

Where applicable, clients are referred to partner organizations (Community Futures, Innovation Guelph, etc) and/or mentorship sessions are coordinated with our roster of business professionals.

- 5.2 How does your SBEC conduct client follow-ups? At what stage of your engagement does this occur?

Client follow-up occurs at different stages of engagement. If the initial inquiry pertains to a business registration, service is provided as quickly as possible following the request for assistance. Follow-up is then scheduled for two to three months following registration to check in with the client, ascertain their operating status, and determine/promote additional services and supports that the SBEC can provide.

A meeting is then scheduled with the client and the most appropriate staff member to address identified needs. Typically, inquiries that require more in-depth consultation and advice where standardized responses are not available are referred to the SBEC Coordinator for follow up.

At the end of every consultation - new or existing - between the client and the SBEC Coordinator, a determination is made as to what future actions items are required. The client and SBEC Coordinator will set a date for a follow-up discussion to check in on the progress or provide further instruction and clarification. All information is tracked in the CRM system. As the relationship progresses, a pattern forms and the frequency of repeat consultations becomes more predictable. Consultations take place in-person, through video conference (Zoom or Teams) or by telephone.

The Orangeville and Area SBEC is committed to customer service excellence. Staff strive to respond to all inquires within 24 hours of receipt and respond to inquires of 15 minutes or less immediately upon contact. Meetings to support business registration or provision of more in-depth consultation are arranged as soon as possible and within one week of request being made, depending on client availability.

6. Program Plan and Outcomes

Attached

7. Budget

Attached

SBEC PROGRAM PLAN AND OUTCOMES

April 1, 2022 - March 31, 2024

SBEC Name:	Orangeville & Area Small Business Enterprise Centre
Location:	Orangeville
Completed By: (Name and Title)	Ruth Phillips, Manager, Economic Development and Culture Mark Jamieson, SBEC Coordinator
Date:	January 14, 2021

Note: To assist with completing activity and outcomes targets for 2022-23 and 2023-24, please review targets set in the 2019-22 consolidated TPA and actuals reported to date as a starting point and adjust accordingly based on any trends or changes in demand observed.

Program Components	Key Activities	Performance Indicators – Activities and Outcomes		Target 2022/2023	Target 2023/2024
Program plan for delivery of SBEC Core <i>Outline 3-5 key activities associated with the delivery of this initiative. Examples: Administration, Strategic Planning and Recruitment, Initial Assessment/Inquiries, Business Advisory/Coaching, Business Skill Development, Events, Partnership Communications.</i>	Promotion of SBEC services and programs through website, social media, print advertising, newspaper articles, radio spots, partner referrals, participation in community and networking events, strategic placement of flyers/postcards, etc. Address general inquiries and provide initial assessments to address client needs via telephone, email, social media and walk-in. Conduct consultations with emerging/new business owners as well as existing business clients to assess their needs and provide assistance with	Activity	# of Inquiries	4500	4500
			Total # of consultations	650	650
			# of consultations – exploring entrepreneurship	75	75
			# of consultations – starting a business	150	150
			# of consultations – existing business	425	425
			# of French language consultations	0	0
		Outcomes	# of businesses started	75	75
			# of businesses sustained	275	275
			# of businesses expanded	50	50
			# of businesses purchased	5	5

	business plan development, marketing, finance and operational issues. Facilitation of connections between entrepreneurs and seasoned mentors. Coordinate relevant and timely seminars and workshops presented by local experts on a variety of business topics including business planning, finances, market research, operations, promotions, human resources, succession planning, insurance, tax planning and more		# of jobs created	200	200
<p>Program plan for delivery of Starter Company Plus</p> <p><i>Outline 3-5 key activities associated with the delivery of this initiative. Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing</i></p>	<p>Complete intake procedures and work with participants to identify their business goals and assist with the completion of a business plan. To assist them in achieving these goals, provide participants with access to quality business training on a wide variety of business topics. Coach participants in starting and expanding their small business and help them to increase their entrepreneurial skills. Refer them to accountants and other private sector professionals where appropriate. Convene a Grant Review Committee up to four times/year to evaluate applicants business plan and to award grants.</p>	Activity	# of completed approved participants	25	25
			# of grants issued	7	7
			\$ value of investment leveraged	200,000	200,000
		Outcomes	# of businesses started	15	15
			# of businesses expanded	10	10
			# of businesses purchased	0	0
			# of jobs created	25	25
<p>Program plan for delivery of Summer Company</p> <p><i>Outline 3-5 key activities associated with the delivery of this initiative. Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing.</i></p>	<p>Promote the Summer Company program to students in Dufferin County. Monitor applications, screen eligible applications and follow up with students. Provide guidance and coaching to Summer Company participants as they launch their business. Provide ongoing individual guidance on skills development, marketing, public relations, etc. Where appropriate, match participants with a volunteer business mentor in the community. Organize training sessions on relevant business topics. Conduct one-to-one consultations, conduct site visits where appropriate,</p>	Activity	# of application submissions	10	10
			# of completed participants	4	4
		Outcomes	# of businesses started	4	4
			# of jobs created	4	4
			# interested in pursuing entrepreneurship as a career option	4	4

	monitor student progress, ensure each participant meets all program requirements, coordinate distribution of grant funding.				
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SCHEDULE "D"

BUDGET

***SBEC Name: Orangeville & Area
Small Business Enterprise Centre
Completed by: Ruth Phillips-
Manager, Economic Development
& Culture; Mark Jamieson-SBEC
Coordinator***

A. Summary of Funding Contributions

2022/23

	MEDJCT Funding	Municipal Funding	County Funding	Other Funding	In-kind (non- cash) contributions	TOTAL
Source(s):						
SBEC Core	115,280	29,519	40,000	9,900	16,200	210,899
Starter Company Plus	28,500	3,275			716	32,491
Summer Company	12,500	2,000			360	14,860
TOTAL	156,280	34,794	40,000	9,900	17,276	258,250

2023/24

	MEDJCT Funding	Municipal Funding	County Funding	Other Funding	In-kind (non- cash) contributions	TOTAL
Source(s):						
SBEC Core	115,280	29,519	40,000	9,900	16,200	210,899
Starter Company Plus	28,500	3,275			716	32,491
Summer Company	12,500	2,000			360	14,860
TOTAL	156,280	34,794	40,000	9,900	17,276	258,250

B. MEDJCT Program Funding Budget

	2022/23	2023/24	TOTAL
<u>SBEC Core</u>			
Staffing (salaries, MERCS, Consultants)	98,000	98,000	196,000
Program Operating Expenses (events, marketing/advertising, travel, workshops)	12,280	12,280	24,560
Technology Platform Upgrades (TBC)	1,000	1,000	2,000
Administrative Expenses (10%) (courier, phone, office supplies, rent, audit at end of term)	4,000	4,000	8,000
SBEC Core Total	115,280	115,280	230,560
<u>Starter Company Plus</u>			
Program Project Delivery (monitoring, grant committee, workshops, outreach, events, marketing/advertising, travel)	500	500	1,000
Grants	28,000	28,000	56,000
Starter Company Plus Total	28,500	28,500	57,000
<u>Summer Company</u>			
Program Project Delivery (training, workshops, outreach, events, marketing/advertising, travel)	500	500	1,000
Grants	12,000	12,000	24,000
Summer Company Total	12,500	12,500	25,000
TOTAL	156,280	156,280	312,560

SCHEDULE “E”

PAYMENT SCHEDULE

All payments are subject to the terms and conditions of the Agreement including, but not limited to, those in section A4.2(a)

FUNDS PER FUNDING YEAR: \$156,280 per Year Maximum Funds: \$312,560		TERM: 2 Years
PAYMENT DATE OR MILESTONE	AMOUNT OF FUNDS	TOTAL DISBURSEMENT
Payment 1: After both parties sign the Agreement and receipt and approval by the Province of the insurance certificate required under Schedule “A”, Article 10	Up to \$93,768 (up to 60% Maximum of Funds per Funding Year)	\$93,768
Payment 2: After receipt and approval by the Province of interim reports: - Q1-Q2 Performance Metrics Reporting - Interim Financial Report on Budget - Interim Report on Program Plan and Operations - Request for Payment and Certificate pursuant to Schedule “F” on or before November 15, 2022.	Up to \$62,512 (up to 40% Maximum of Funds per Funding Year)	\$62,512

<p>Payment 3:</p> <p>After receipt and approval by the Province of year-end reports for the first Funding Year:</p> <ul style="list-style-type: none"> - Q1-Q4 Performance Metrics Reporting - Year-End Financial Report on Budget - Year-End Report on Program Plan and Operations - Request for Payment and Certificate <p>pursuant to Schedule "F" on or before May 31st, 2023.</p>	<p>Up to \$93,768 (up to 60% Maximum of Funds per Funding Year)</p>	<p>\$93,768</p>
<p>Payment 4:</p> <p>Payment of \$62,512</p> <p>After receipt by the Province of interim reports:</p> <ul style="list-style-type: none"> - Q1-Q2 Performance Metrics Reporting - Interim Financial Report on Budget - Interim Report on Program Plan and Operations - Request for Payment and Certificate <p>pursuant to Schedule "F" on or before November 15, 2023.</p>	<p>Up to \$62,512 (up to 40% Maximum of Funds per Funding Year)</p> <p>Less a holdback of \$15,628 (10% of Funds for holdback)</p>	<p>\$46,884</p>
<p>Payment 5:</p> <p>After review and approval by the Province of year-end reports for the second Funding Year:</p> <ul style="list-style-type: none"> - Q1-Q4 Performance Metrics Reporting - Year-End Financial Report on Budget - Year-End Report on Program Plan and Operations - Request for Payment and Certificate 	<p>Release of holdback:</p> <p>\$15,628 (10% of Funds from holdback)</p>	<p>\$15,628</p>

and Audit Report pursuant to Schedule "F" on or before June 30, 2024.		
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SCHEDULE “F”

REPORTS

REPORTING REQUIREMENTS

The Recipient will submit reporting as outlined below:

Type of Report	Name of Report	Due By
1. Performance Metrics and Outcomes	<p>A. Performance Metrics Reporting</p> <p>Quarterly reporting of SBEC Program performance metrics as set out in Schedule “C” SBEC Program and the Program Plan.</p> <p>Performance activities and outcomes to be submitted through the Enterprise Centre Reporting (ECR) system with reference to any data definitions provided by the Province.</p>	<p>Within 15 days of the end of each quarter for each Funding Year:</p> <ul style="list-style-type: none"> • Q1 (Apr – Jun): by July 15 • Q2 (Jul – Sep): by October 15 • Q3 (Oct – Dec): by January 15 • Q4 (Jan – Mar): by April 15
	<p>B. Number of Unique Businesses Supported and Businesses Supported by Workshops</p> <p>Number of unique businesses supported: Reported annually. The number of unique businesses supported through the Recipients services. These are unique businesses served in the year by the Recipient including both new and existing or legacy clients.</p> <p>Number of businesses supported through workshops: Reported annually. The number of business who participated in a workshop series (as part of the SBECs triaging process before receiving a consultation).</p>	<p>Q1-Q4 (Apr – Mar):</p> <p>April 15</p>
	<p>C. Client Level Data List</p>	<p>December 31</p>

	Reporting and collection of client-level business contact information to support the Province’s business support surveying.	
2. Financial	<p>A. Interim Report on Budget</p> <p>Report on actuals relative to the Budget set in Schedule “D” for the period of April 1 to September 30.</p> <p>Identification and explanation of variances in the Budget that comply with Schedule “A” section A4.4.</p> <p>Projected spending for the remainder of the fiscal year to identify over- or underspending.</p>	November 15
	<p>B. Year-End Report on Budget</p> <p>Report on actuals relative to the Budget set in Schedule “D” for the period of April 1 to March 31.</p> <p>Any reallocations or revisions of the Budget as approved by the Province.</p> <p>Identification and explanation of variances in the Budget that comply with Schedule “A” section A4.4.</p> <p>Report on other partner funding contributions as projected in Schedule “D” Budget.</p>	May 31
3. Program Plan and Operations	<p>A. Interim Report on Program and Operations</p> <p>Interim progress report on the SBEC Program including but not limited to a report on Program Plan activities, explanation of tracking to targets and plan to achieve any missed targets, any additional context or updates on operations.</p>	November 15
	<p>B. Year-End Report on Program and Operations</p>	May 31

	<p>Year-end progress report on the SBEC Program including but not limited to a report on Program Plan activities, explanation of tracking to targets and plan to achieve any missed targets, any additional context or updates on operations.</p>	
	<p>C. SBEC Program Success Stories</p> <p>Submission of 2-3 Client or Approved Participant success stories for each of SBEC Core, Starter Company Plus and Summer Company:</p> <p>SBEC Core and Starter Company Summer Company</p>	<p>May 31 August 31</p>
4. Certificates and Documentation	<p>A. Proof of Insurance Report</p> <p>Proof of Insurance Certificate for each Funding Year to be supplied by the Recipient in accordance with Schedule "A", Article A10.0.</p>	<p>On signing or by February 15 of each subsequent Funding Year</p>
	<p>B. Request for Payment and Certificate</p> <p>To be submitted as request for funds per Schedule "E" Payment Schedule with accompanying reports required.</p> <p>Completed per Schedule "G" to be signed by a senior officer</p>	<p>November 15 May 31</p>
	<p>C. French Language Services Act (Ontario) Checklist</p> <p>Checklist for the provision of services in French by the Recipient, in a form to be provided by the Province and to be signed by a senior officer.</p>	<p>November 15</p>
	<p>D. Proof of Acquisition of Goods or Services</p>	<p>Within 30 days of selection</p>

	For any acquisition valued at \$25,000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).	
	<p>E. Auditor’s Certificate</p> <p>Auditor’s report certifying financial reporting provided in item 2. Financial of this Schedule “F” for the period of April 1, 2022 to March 31st, 2024.</p> <p>To be prepared and signed by a chartered accountant in the form of Schedule “J”.</p>	June 30, 2024
5. Other Reports	Other reports or information requests as specified and to the satisfaction of the Province	On a date or dates as specified by the Province

REPORT DETAILS

Reporting will be provided in the format as specified by the Province:

- Performance Metrics and Outcomes data will be submitted to the Enterprise Centre Reporting (ECR) system;
- Forms to be completed as provided in Agreement Schedules; and
- Otherwise the Province will provide the Recipient with templates for completion of other items including Financial, Program Plan and Operations, Client Level Data List, SBEC Program Success Stories, and French Language Services Act (Ontario) Checklist.

COMPLIANCE AND PERFORMANCE MONITORING

The Province will conduct compliance and performance monitoring activities throughout the term of the Agreement in consultation with the Recipient as follows:

- Monthly check-ins will be conducted by the Ministry staff advisor assigned to oversee the SBEC to discuss program successes, challenges as they arise and any actions to mitigate program risks.
- Compliance with the modernized French Language Services Act (Ontario) and completion of the checklist. Development of a plan to achieve compliance with timelines in the case of non-compliance.
- An on-site (or virtual if necessary) SBEC review and assessment will be conducted by the Province once a year. A thorough review of the SBEC's performance and program documentation will be reviewed for all aspects of program delivery as outlined in the Agreement. The Province will provide a summary report to the SBEC and establish actions for follow-up.
- Following the annual review and assessment the Ministry staff advisor will work with the SBEC to provide course correction and/or identify opportunities for continuous improvement.
- Provide a reflection and update on the Business Plan

CLIENT LEVEL DATA LIST AND NOTICE OF COLLECTION

The Recipient agrees that the Province may contact Clients, on behalf of the Recipient, to solicit their participation in an annual business supports survey for performance and program and service delivery feedback.

The Recipient shall provide the Province with up-to-date contact details for its Clients in the form of a Client Level Data List and will add consent language to its application and inquiry forms to notify the Client that their business contact information may be shared with the Province.

SCHEDULE "G"

REQUEST FOR PAYMENT AND CERTIFICATE

TO: The Ministry of Economic Development, Job Creation, and Trade

FROM: [Instructions to staff: Recipient to fill out].

RE: Request for Funds for Payment # [] for the Period of:

I, <Enter (name), (title) of senior officer> of the Recipient, on behalf of the Recipient, hereby certify that:

1. To the best of my knowledge, information and belief, and after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the Agreement and that no material changes have been made to the SBEC Program or Budget, as such terms are defined in the Agreement;
2. On and as of the date hereof, the unspent balance of Funds for the period ending <enter day/month/year > is \$●.
3. On and as of the date hereof, the revenues and expenditures for the period ending <Enter day/month/year > are accurately reported and that all Funds were spent in accordance with the terms of the Agreement;
4. On and as of the date hereof, the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Eligible Expenditures per Schedule "H"; and
5. On and as of the date hereof, the attached or submitted Reports, namely:
 - Reporting on performance metrics and outcomes have been reported on the Enterprise Centre Reporting (ECR) platform and are current;
 - Financial Report on Budget; [and]

- Program Plan and Operations Report; [and]
- [Any additional reports required]

are true and accurate.

The Recipient requests that the Province disburses Funds to the Recipient as follows:

A. Amount requested:		
	SBEC Core:	\$
	Starter Company Plus:	\$
	Summer Company:	\$
	Total Requested:	\$
B. Actual interest* earned on all Funds this Funding Year to date:		\$
<i>*interest will be deducted at the end of each Funding Year</i>		

IN WITNESS WHEREOF the undersigned has hereunto signed these presents this ● day of ●, 20●●.

Per: _____

Name:

TITLE OF SENIOR OFFICER:

SCHEDULE “H”

ELIGIBLE EXPENDITURES

Eligible and Ineligible Expenditures

Eligible Expenditures must be directly related to the delivery of the SBEC Program and Budget and not of a nature which would have been incurred by the Recipient in the normal course of business. Documentation for all expenditures must be kept on file for audit purposes. The Province reserves the right to make a determination on the eligibility of expenditures submitted for reimbursement. In the event of any interpretation issues regarding the eligibility, valuation or other matter regarding expenditures, the decision of the Province shall be final and determinative. Expenses not described in the categories set out in this document require prior written approval of the Province in order to be considered Eligible Expenditures.

Eligible Expenditures

Eligible Expenditures include, but are not limited to:

- SBEC Program administration and overhead (not to exceed 10% of amount budgeted for the SBEC Program expenses as described in the Budget) pursuant to Schedule “A”, Section A4.4(c)(i).
- Travel costs to attend business meetings within Ontario related to the administration of the Agreement or to attend meetings that the Province convenes or supports, all of which shall be subject to the Recipient’s guidelines on travel, meal and hospitality expenses.
- Professional fees, including legal and audit fees: a) directly related to and required for the management of the SBEC Program or b) to conduct the activities and services relating to the SBEC Program as described in the Budget. Costs are not to exceed demonstrated fair market value.
- Costs related to work performed by companies or individuals that contribute to the delivery of the SBEC Program. Consulting or other services directly related to the delivery of the SBEC Program must be costed at demonstrated fair market value or less.
- Telecommunication fees including connectivity charges directly related to and required for the management of the SBEC Program.
- Staff training costs directly related to delivery of the SBEC Program.
- Development, marketing and delivery expenditures directly related to the delivery of the SBEC Program.
- Training delivery directly related to the development and delivery of the SBEC Program, all of which shall be subject to the Recipient’s guidelines on travel,

meal and hospitality expenses provided that such guidelines are no less stringent than the Province's *Travel, Meal and Hospitality Expenses Directive*.

- Salaries and MERCs which are pro-rated to the time spent directly on the delivery of the activities and services relating to the SBEC Program as described in the Budget. Salaries and MERCs is defined as the actual salaries or wages paid to employees, excluding bonuses, together with mandatory employment-related costs (MERCs), incurred by the Recipient during the term of this Agreement. For greater certainty, mandatory employment-related costs may only include mandatory minimum vacation pay, employer's contributions to employment insurance and the Canada Pension Plan, employer health tax, and Workplace Safety and Insurance Board Premiums.
- Travel costs to meet with potential partners or stakeholders within Ontario required in the development of the SBEC Program and in connection with activities and services relating to the SBEC Program as described in the Budget.
- Marketing materials and related communication costs if directly related to the activities and services relating to the SBEC Program as described in the Budget.
- Information and marketing session costs required to deliver the SBEC Program. Facility and equipment rental fees and utilities used to support the delivery of the SBEC Program, and not of a nature which the proponent would incur in the normal course of business, and which are demonstrably incremental to the delivery of the SBEC Program.

Ineligible Costs

The Funds cannot be used towards the following costs:

- Costs related to referral fees for consultants.
- Costs of those receiving referrals from the Recipient related to professional consultations by law firms or lawyers and accounting firms or accountants.
- Costs related to the development of the application for funding under this Agreement.
- Costs not directly associated with the delivery of the SBEC Program or directly required to meet the deliverables of the SBEC Program.
- Administrative salaries, except for SBEC Program management costs covered under SBEC Program administration and SBEC Program delivery.
- Out-of-province travel costs.
- Capital expenses, including but not limited to, purchasing or leasing land or buildings, leasehold improvements.
- Costs for activities not related to the SBEC Program.
- Annual membership fees to associations.
- Stipends for Approved Participants.
- Costs incurred prior to the Effective Date or after the Expiry Date.
- Expenses or fees payable to organizations located outside of Ontario.
- Debt reduction charges.
- Bonuses.

SCHEDULE "I"

COMMUNICATIONS AND CONFIDENTIALITY PROTOCOL FOR ALL PROGRAMS UNDER SBEC PROGRAM

1. The Recipient shall provide to the Province, prior to public release, an electronic copy of all reports, announcements, brochures, audiovisual materials, internet materials, advertising and publicity, including design or other public communication or publication relating to the SBEC Program.

2. The Recipient shall advise the Province's staff (to be designated by the Province) of any upcoming (positive or negative) announcements or advertising campaigns related to the Recipient's activities as described in the SBEC Program and Budget (e.g. news release, news conference, awards, bankruptcies, etc.) and, at the Province's option, provide the Province with the opportunity to participate or be present at these announcements. The Recipient will provide the Province with a minimum of ten (10) Business Days prior written notice of such announcements or advertising campaigns.
 - (a) The Recipient shall not make any public announcement related to the Recipient's SBEC Program related activities or services without the prior written approval of the Province.
 - (b) The Recipient shall respond to requests by the Province for information about any public announcement as soon as possible and in any event will provide an initial response within twenty-four (24) hours.
 - (c) The Recipient shall comply with any direction of the Province in respect of the Recipient's use of any official logos of the Province on any of the Recipient's websites, as well as promotional material and instructions for accessing the SBEC Program.
 - (d) The Recipient will prominently display information about the SBEC Program on all of its websites, as well as promotional material and instructions for accessing the SBEC Program.
 - (e) The Recipient will include information about the SBEC Program prominently displayed on its website, including promotional material and instructions for accessing the SBEC Program, with links to websites identified by the Province.

Confidentiality

- A. Any information submitted to the Province in confidence should be clearly marked.
- B. The Recipient is advised that the business contact information of Clients and Approved Participants, and if applicable, any amount of Micro-Grant and the purpose for which the Micro-Grant is being granted is information to be made available to the Province upon request.

SCHEDULE “J”

AUDITOR’S CERTIFICATE

TO: [Instructions: insert legal name and address of Recipient and contact person]

CC: Ministry of Economic Development, Job Creation and Trade
Office of Small Business and Red Tape Reduction
Small Business Branch
56 Wellesley St West, 7th Floor
Toronto, Ontario M7A 2E7

Attention: Manager

RE: Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (“Ontario”) and [Instructions: insert legal name of Recipient] (the “Recipient”) dated effective MONTH DAY, 20XX (the “Agreement”)

Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

We have audited the accompanying Schedules (the “Schedules”) which comprise a summary of the financial reporting provisions of the Agreement and other explanatory information, relating to the Auditor’s Certificate dated [insert date]. [Instructions to staff: Recipient to fill out] for the period [*] to [*] [Instructions to staff: Recipient to fill out]. The Schedules have been prepared by management of the Recipient based on the financial reporting provisions of the Agreement described in Schedule F.

Management’s Responsibility for the Schedules

Management of the Recipient is responsible for the preparation of the Schedules in accordance with the financial reporting requirements of the Agreement, and for such internal control as management of the Recipient determines is necessary to enable the preparation of the Schedules that is free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on the Schedules based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan

and perform the audit to obtain reasonable assurance about whether the Schedules are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedules.

The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misinformation of the Schedules, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the management's preparation of the Schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Recipient's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Schedules.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Schedules for the period ● to ● [Instructions to staff: Recipient to fill out] are prepared, in all material respects, in accordance with the financial reporting provisions of the Agreement.

Basis of Accounting Restriction on Distribution and Use

Without modifying our opinion, we draw attention to the note to the Schedules, which describe the basis of accounting. The Schedules are prepared to assist the Recipient to comply with the financial reporting provisions of the Agreement. As a result, the Schedules may not be suitable for another purpose. Our report is intended solely for the Recipient and Ontario and should not be distributed to or used by parties other than the Recipient and Ontario.

DATED: _____

Signed

Chartered Accountant [Instructions to staff: Recipient to insert name of chartered accountant. To be dated and signed by Chartered Accountant]