

This Project Funding Agreement is made this ___ day of _____, 2024

BETWEEN:

The Corporation of the United Counties of Stormont, Dundas and Glengarry

- and -

Maxville Manor

WHEREAS the Council of the United Counties of Stormont, Dundas and Glengarry (hereinafter the "County") has resolved to donate \$4.0M in capital funding to the Maxville Manor to assist with the redevelopment of the said facility;

AND WHEREAS the Maxville Manor operates as a not-for-profit long-term care home at 80 Mechanic Street West, Maxville, Ontario;

AND WHEREAS the County has agreed to provide funding on the terms set out in this Agreement for the capital redevelopment of the Maxville Manor site. For the purposes of this Agreement, the Maxville Manor redevelopment project will be a combination of new additional wings as well as redeveloped wings on the current site. The redeveloped Maxville Manor will consist of 160 beds, an addition of 38 new beds. When the project is complete, the Maxville Manor will have 5 Resident Home Areas consisting of 32 beds each. The total project cost is estimated at \$67.8M, consisting of provincial funding, operational funds, municipal funding, and fundraising of approximately \$11M.

NOW THEREFORE in consideration of the payment by the County and the covenants and agreement of the Maxville Manor to use County funding for the capital redevelopment project described above, the sufficiency of said consideration being hereby acknowledged by the Parties, the Parties hereby agree as follows:

Relationship of the Parties

1. The Parties agree that the provision of funding under this Agreement does not constitute a partnership, joint venture or any fiduciary relationship.
2. The Parties further acknowledge and agree that the provision of funding does not create any obligation or responsibility on the part of the County to operate, maintain or manage the Maxville Manor, all such responsibility being solely assumed by the Maxville Manor;

3. The Maxville Manor indemnifies and holds harmless the County from any and all liability, costs, damages or legal obligation howsoever incurred related to the Maxville Manor and its capital redevelopment project described herein.

Funding

4. The County agrees to contribute its \$4.0 M in capital funding to the Maxville Manor redevelopment project in the following manner:
 - a. the total contribution shall be provided within 30 days of ground-breaking for the project; or
 - b. the total contribution shall be provided when the Maxville Manor requires the funding to meet the requirements of financing from Infrastructure Ontario or other financial institution.

Prior to releasing the funds as above, the Maxville Manor will certify to the County in writing that ground-breaking has occurred or has provided documentation for the construction loan.

Reporting Obligations

5. The Maxville Manor shall report to the County as soon as possible any deviations from its capital redevelopment plan that will have a significant impact on the number of beds available, or other material changes.

General Provisions

6. The Maxville Manor shall acknowledge the financial contribution of the County to its redevelopment project. The means by which this will be done shall be determined by the parties.
7. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
8. This Agreement shall be governed by the laws of the Province of Ontario.
9. Each Party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of the respective Party has been properly authorized and empowered to enter into this contract. Each Party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

10. Substitution or changes may be made in writing to this Agreement, by mutual consent of the parties.
11. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
12. This Agreement contains the entire understanding of the Parties hereto and neither it nor the rights and obligations hereunder may be changed, modified or waived except by an instrument in writing signed by the parties hereto.
13. This Agreement will enure to the benefit of, and be binding upon, the Parties and their respective successors, administrators and assigns.

IN WITNESS WHEREOF the Parties have caused this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective Parties, to be signed and entered as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED

The United Counties of Stormont, Dundas and Glengarry

Jamie MacDonald, Warden

Kimberly Casselman, Clerk

Maxville Manor

Scott Graham, Chair

Amy Porteous, Chief Executive Officer