

MUNICIPAL CAPITAL FACILITIES AGREEMENT

(Section 110 – Municipal Act, 2001)

1. PARTIES

This Agreement made as of the 28th day of April 2026.

BETWEEN:

The Corporation of the Municipality of The Nation
(the “Municipality”)

and

Riceville Agricultural Society
(the “Operator”)

2. PURPOSE

The purpose of this Agreement is to provide for the provision, operation, and maintenance of municipal capital facilities, being:

The Fournier Community Centre legally described as Part of Lot 5, Concession 14 South Plantagenet, being Part 1 on Plan 46R8383, Nation Municipality (part of PIN 54125-0063)

(the “Facility”)

This Agreement is entered into pursuant to section 110 of the Municipal Act, 2001 and Ontario Regulation 603/06.

3. DESIGNATION

The Municipality hereby designates the Facility as a municipal capital facility for recreational and community purposes.

4. TERM

This Agreement shall be for a term of ten (10) years, commencing on March 31st, unless terminated earlier in accordance with this Agreement.

5. USE OF FACILITY

The Operator shall:

- operate and maintain the Facility for public recreational, cultural, and community use;
- ensure reasonable public access, subject to scheduling and programming;

- comply with all applicable legislation and municipal by-laws.

6. MUNICIPAL ASSISTANCE

The Municipality may provide financial or other assistance to the Operator in respect of the Facility, including funding, services, or other support, as permitted under section 110 of the Municipal Act, 2001.

7. TAX EXEMPTION

Subject to the passing of a municipal by-law:

- the Facility shall be exempt from municipal, upper-tier, and school taxation, in whole or in part, for the term of this Agreement, as permitted under section 110 of the Municipal Act, 2001.

The Municipality shall provide all required statutory notices.

8. STATUS OF EXEMPTION

The Parties acknowledge that the tax exemption provided for in this Agreement is subject to compliance with applicable legislation.

If, for any reason, the exemption is not implemented or ceases to apply:

- the property shall remain subject to taxation in accordance with applicable law; and
- no further obligation shall arise under this Agreement in respect of such taxes unless otherwise determined by Council.

9. NO BONUSING

This Agreement is entered into in accordance with section 110 of the Municipal Act, 2001, and the assistance provided herein is exempt from the prohibition on bonusing under section 106.

10. REPORTING

The Operator shall provide such financial and operational information as reasonably required by the Municipality to demonstrate compliance with this Agreement.

11. TERMINATION

This Agreement may be terminated:

- by mutual agreement;
- upon breach of material terms; or

- if the Facility ceases to be used for municipal capital facility purposes.

Upon termination, any tax exemption shall cease.

12. GENERAL

This Agreement does not create a partnership or agency relationship.

This Agreement binds the parties and their successors.

13. AUTHORIZATION

This Agreement is authorized by By-law No. 81-2026

14. EXECUTION

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers as the case may be.

The Corporation of The Nation Municipality

Per:

Francis Brière, Mayor

Per:

Aimée Roy, Clerk

(seal)

Riceville Agricultural Society

Per:

Tobias Hovey, Second Vice-President
Authorized signing officer