

TOWN OF FORT FRANCES

AGENDA - January 27, 2020

MEETING - Council Chambers , Civic Centre

Page

1. **COUNCIL MEETING**
(Session No. 030) to immediately follow the Committee of the Whole
 - 1.1 Call to Order
 - 1.2 Prayer or Silent Meditation
 - 1.3 Non-agenda items identified to be considered later in this meeting
 - 1.4 Disclosure of pecuniary interest and the general nature thereof.
2. **Delegations/Deputations:**
 - 2.1 Presentation from M. Olson, Binesiwag Center for Wellness 4
3. **Consent Agenda:**
 - 3.1 Items Referred from Committee of the Whole
 - 3.2 E-mail request from L. Armstrong, George Armstrong Co. Limited re: request closure of Emo Road and section of Pit Road 2 5 - 6
- will be referred to the Operations & Facilities Executive Committee for recommendation.
 - 3.3 Letter from S. Gustafson re: McIrvine Park bench request 7
- will be referred to the Operations & Facilities Executive Committee for recommendation.
 - 3.4 E-mail from N. Donaldson re: resignation from BIA 8
- will be sent written thanks for service.
4. **Approval of Council Minutes: ***
 - 4.1 Session No. 029, dated January 13, 2020
5. **Approval of Committee of the Whole Minutes: ***
 - 5.1 Session No. 031, dated January 13, 2020
6. **Resolutions from tonight's Committee meeting**
7. **By-Laws:**
 - 7.1 By-law 05/20 being a by-law to authorize a Data Sharing Agreement 9 - 14

	Page
for purposes of utilization of the Town's geospatial data with Telecon Design Inc.	
7.2 By-law 06/20 being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with Fire Underwriters Survery.	15 - 20
7.3 By-law 07/20 being a by-law to approve an agreement with Lakeside Process Controls Ltd. for support services re: Emerson Process Management control system installed at the Wastewater and Water Treatment Plants.	21 - 37
7.4 By-law 08/20 being a by-law to approve a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs.	38 - 97
7.5 By-law 09/20 being a by-law designating and deeming a certain plan of subdivision, or part thereof, not to be a registered plan of subdivision.	98
7.6 By-law 10/20 being a by-law to appoint a Deputy Treasurer for the Town of Fort Frances.	99
7.7 By-law 11/20 being a by-law in respect of single-use plastic bags and certain other harmful single-use products and packaging materials within the Town of Fort Frances.	100 - 104
7.8 By-law 12/20 being a by-law to authorize the execution of an agreement with Tom Veert Contracting Limited for 2020 Colonization Road Reconstruction, Watermain and Sewer Improvements within the Town of Fort Frances awarded through the public tender process.	105 - 113
7.9 By-law 13/20 being a by-law regarding certain property owned by the Corporation of the Town of Fort Frances.	114 - 123
8. <u>Information Correspondence:</u>	
8.1 Association of Municipalities of Ontario (AMO) Communications:	124 -
- AMO Frequency Foundry Digital CRM Pilot for Small Municipalities	138
- Government announces consultation on re-composition of OPP Detachment Boards	
- Infrastructure and Court Security Funding News	
- AMO Watchfile dated January 16, 2020	
- AMO Watchfile dated January 23, 2020	
9. <u>Minutes:</u>	
9.1 Operations & Facilities Executive Committee - January 8, 2020	139 -

	Page
	140
9.2 Downtown BIA Board of Management - December 11, 2019	141 - 143
10. <u>Non-agenda Items</u>	
11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	
13. <u>** Items can be viewed by contacting the Clerk</u>	



BINESIWAG CENTER FOR WELLNESS INC.
706 SCOTT STREET
FORT FRANCES, ON
P9A 1H8
binesiwagwellness@gmail.com
[807-276-2366](tel:807-276-2366) OR [807-276-3306](tel:807-276-3306)

Mayor & Members of Council

320 Portage Avenue

Fort Frances, ON

P9A 3P9

town@fortfrances.ca

January 21, 2020

Re: Request to be placed on town council agenda

Boozhoo (hello) Mayor Caul and Council,

Our organization, Binesiwag Center for Wellness, is currently contracted under Grand Council Treaty #3 to carry forward the Missing and Murdered Indigenous Women and Girls (MMIWG) portfolio for our Nation.

On behalf of the families of those missing or murdered, we would like to respectfully request the following from the Town of Fort Frances.

- Education & Awareness- To become an ally with families by providing public service announcements, advertising and billboard displays
- Reconciliation- Taking part in and contributing to a committee focused on creating a Treaty Three Nation action strategy
- Commemoration- In response to the 231 calls to justice, provide a location for a commemorative display for our families
- Support- Provide a letter of support to the proposed "Ogimaakwe Ka-ki-no-Igenwin" (Women's Wellness Lodge), an anti-human trafficking safe house for our Nation

Chi Miigwech,

Mandi Olson

Binesiwag Center for Wellness

Contractor- Grand Council Treaty #3

From: [Travis Rob](#)
To: [Lisa Slomke](#)
Subject: FW: CLOSEURE OF EMO RD. AND AND A SECTION OF PIT RD 2
Date: Wednesday, January 22, 2020 1:48:24 PM
Attachments: [Screen Shot 2020-01-22 at 1.07.36 PM.png](#)
[Logo.png](#)

Hi Lisa,

Can you please place this request on the council agenda for OFEC as well.

Thanks

Travis

Travis Rob P.Eng.
Manager of Operations & Facilities
Town of Fort Frances
P: (807)274-9893 ext 1316
C: (807)275-9757

From: Larry Armstrong <army1@shaw.ca>
Sent: Wednesday, January 22, 2020 1:22 PM
To: Travis Rob <trob@fortfrances.ca>
Cc: Shane Armstrong <army2@shaw.ca>; Jim Armstrong <stubby35@jam21.net>
Subject: CLOSEURE OF EMO RD. AND AND A SECTION OF PIT RD 2



Regards,

Hi Travis on reading your letter to council on your reasons to not open Keating on our request so to do away with unnecessary roads in town we are asking you to close 2000 feet of road that saves no purpose than a HOT RODDERS RACE TRACK AND THEY RIP UP THE ROAD AND TEAR OUR PARKING LOT UP, we use it to get to our property in ALBERTON SO WE WILL LOOK AFTER THAT SO I THINK IT IS A GREAT IDEA AND GET RID OF THE RACEING AT NIGHT. we hope you will approve this request and we would look after the gates.

Larry Armstrong
President



George Armstrong Co. Limited
Office: 807.274.3294
Fax: 807.274.8469
Cell: 807.275.9900
email: larry@georgearmstrong.ca

THIS MESSAGE IS INTENDED FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited.

January 9, 2020

To Whom It May Concern

Attention: Travis Rob

I am writing to you in regards to purchasing a bench for McIrvine Park in memory of my late father Dennis (Archie) Livingstone. The park is located on Colonization Road West and Daniel Avenue. Dennis grew up In the McIrvine area which is now a part of Fort Frances. He attended McIrvine School and his mother Bertha Livingstone taught at that school. Dennis had lived the majority of his life in the McIrvine area. He bought his last home on Colonization Road West and Daniel Avenue over looking McIrvine School which is now the park. That is the reason we have chosen that location.

If you have any questions we can be reached by e-mail at greatbear.greg@gmail.com Shelly's cell 807-275-9461 or home 807-274-9461.

Any mail correspondence to

Shirley Livingstone
1036 Colonization Road West
Fort Frances, Ontario P9A 2T4

Looking forward to hearing from you. Thank you in advance from the Livingstone Family.

Sincerely

Shelly Gustafson

From: [Nathalie Donaldson](#)
To: [Lisa Slomke](#)
Subject: Resignation from the BIA
Date: Sunday, January 19, 2020 8:53:19 AM

Nathalie Donaldson
565 Church Street
Fort Frances, ON P9A 1E5

January 19, 2020

Lisa Slomke
Municipal Clerk
Town of Fort Frances
320 Portage Ave
Fort Frances, ON P9A 3P9

Dear Ms. Slomke,

Please let this letter serve as my official resignation from the Business Improvement Area Board effective immediately. It is with regret that I have resigned from my position at Betty's of Fort Frances and I am stepping back to allow someone else to apply to the BIA.

Thank you,

Nathalie Donaldson
Betty's of Fort Frances
(807) 274-9565

TOWN OF FORT FRANCES

BY-LAW NO. 05/20

(Being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town’s geospatial data with Telecon Design Inc.)

WHEREAS on November 12, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations and Facilities Executive Committee to approve a Geospatial Data Share agreement with the Telecon Design Inc. to allow for usage of the Town’s geospatial data.

NOW THEREFORE the Council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

- 1. That the license agreement with Telecon Design Inc., in the form of Schedule “A” attached to this by-law be approved for the Mayor or Clerk to sign and affix the Corporate Seal thereto.

This By-Law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 27th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 24 day of 10 2019
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
("The Town of Fort Frances")

- and -

Telecon Design Inc
("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.
2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. Licensed data: All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.

4. Maintenance: The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.

5. Reserved Rights: The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.

6. Copyright: Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. Warranty: The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

8. Data Delivery: Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).

9. Fees: The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

Town of Fort Frances

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

***Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

LICENSEE

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: VP Design

Name (Print): Kathy Zengola

Date: Oct 24 2019

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

DATA LICENSE INFORMATION:Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

Base data: base map (property lines and address numbers only)

Data Delivery Type:

☐ CD (mail) ☒ Digital transfer (email) ☐ hard copy (paper)

Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.

2019 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$6.00; 11" X 17" - \$11.95; 24" X 36" \$29.90

2007 Digital Aerial Photography: \$1196.20 (.ecw format only)

Shapefiles: \$299.10 per infrastructure shapefile layer
\$299.10 – base map (property lines and address numbers only)

*prices do not include applicable H.S.T.

TOWN OF FORT FRANCES

BY-LAW NO. 06/20

(Being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town’s geospatial data with Fire Underwriters Survey)

WHEREAS on November 12, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations and Facilities Executive Committee to approve a Geospatial Data Share agreement with the Fire Underwriters Survey to allow for usage of the Town’s geospatial data.

NOW THEREFORE the Council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

- 1. That the license agreement with Fire Underwriters Survey, in the form of Schedule “A” attached to this by-law be approved for the Mayor or Clerk to sign and affix the Corporate Seal thereto.

This By-Law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 27th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 08 day of 10 2019
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
("The Town of Fort Frances")

- and -

Fire Underwriters Survey

("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.
2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. Licensed data: All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.
4. Maintenance: The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.
5. Reserved Rights: The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.
6. Copyright: Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.
7. Warranty: The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.
8. Data Delivery: Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).
9. Fees: The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

Town of Fort Frances

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

***Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

LICENSEE

By (Signature): Robert McGuinness

I have the authorization to bind the Corporation

Position/Title: Director

Name (Print): Robert McGuinness

Date: October 10, 2019

DATA LICENSE INFORMATION:Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

Water distribution system mains
Water distribution system hydrants
Water distribution system main valves
Road centre lines
Civic address data and lot lines

Data Delivery Type:

☐ CD (mail) ☒ Digital transfer (email) ☐ hard copy (paper)

Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.

2019 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$6.00; 11" X 17" - \$11.95; 24" X 36" \$29.90

2007 Digital Aerial Photography: \$1196.20 (.ecw format only)

Shapefiles: \$299.10 per infrastructure shapefile layer
\$299.10 – base map (property lines and address numbers only)

*prices do not include applicable H.S.T.

TOWN OF FORT FRANCES

BY-LAW NO. xx/20

(Being a by-law to approve an agreement with Lakeside Process Controls Ltd. for support services re: Emerson Process Management control system installed at the Wastewater and Water Treatment Plants.)

WHEREAS on January 13, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee, to enter into an agreement for support services with Lakeside Process Controls Ltd.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

- 1. That the agreement with Lakeside Process Controls Ltd. in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 27th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk



Emerson Process Management Lifecycle Care Service Agreement

Issued by



For

**Town of Fort Frances
Fort Frances, ON**



Agreement Reference:	CSS306
Issue Date:	17 December 2019
Agreement Period:	Commencing on 1 February 2020

Table of Contents

1.	Executive Summary	3
2.	System Details	4
	Water Treatment Plant DeltaV Workstations	4
	Waste Water Treatment Plant DeltaV Workstations.....	4
3.	Support Agreement Development and Philosophy	5
4.	Agreement Summary	6
5.	Lifecycle Care Support Agreement Commercial Summary	9
6.	Notes and Assumptions	10
7.	Contacts and Communications Protocol	12
8.	Service Agreement Acceptance.....	13
9.	Scheduled Support Service Rates and Terms	14
10.	Terms and Conditions.....	16

1. Executive Summary

Lakeside Process Controls Ltd. is pleased to offer the following annual support service agreement for the Town of Fort Frances. This support agreement includes a proactive, site specific support contract. We propose option on multi-year support agreement which will reduce Town of Fort Frances support costs.

Transferring the responsibility for keeping the system healthy to Lakeside will help Town of Fort Frances to:

- Reduce the Total Cost of Ownership
- Increase uptime and reduce outages
- Establish known, long term support costs that will allow for easier budgeting
- Ensure that the system is operating at its optimum level
- Maintain the system as up to date and avoid any component obsolescence
- Take advantage of the Lakeside Process Controls specialists

Town of Fort Frances will have access to trained DeltaV system specialists familiar with your system. The service agreement includes access to telephone support from our offices for your DeltaV systems.

The components proposed below are based on the current and short-term requirements of the systems. This will allow Town of Fort Frances to have a known annual cost to meet all operation and maintenance needs for your process automation system.

With an Agreement in place, Lakeside can plan our resources better and staff appropriately. This helps us to reduce our costs by, reducing service rates, reducing overtime, reducing time lost to reassigning resources, and time spent expediting work. These savings can be shared with you under multi-year, long-term Lifecycle Agreement.

Please note that this agreement requires that the Guardian Support agreement be in place and Guardian be active.

Based on our understanding of your system, we propose the following customized service agreement. Lakeside would be happy to discuss more options on multi-year support agreement and services. Lakeside's services are flexible and can be tailored to your needs.

2. System Details

Lakeside Process Controls Ltd. is pleased to offer the following annual support service agreement for the Emerson Process Management Process Automation Solution at your facility for the locations and systems shown below:

Type	Description	System ID	Size/Qty
DeltaV	Water Treatment Plant	0001-0002-2767	400 DST
DeltaV	Waste Water Treatment Plant	0001-0002-6292	300 DST

Water Treatment Plant DeltaV Workstations

Workstations	Description	Type	OEM Warranty Expiry Date	Years in Service / Age
PROPLUS	Professional Plus (Database server)	Precision T5810	17-Sep-23	1
OPER-1	Operator Station	Precision T5810	30-Jul-23	1

Waste Water Treatment Plant DeltaV Workstations

Workstations	Description	Type	OEM Warranty Expiry Date	Years in Service / Age
PROPLUS	Professional Plus (Database server)	Precision T5810	30-Jul-23	1
APP-1	Historian and Report	Precision T5810	17-Sep-23	1
OPER-1	Operator Station	Precision T5810	12-Feb-20	4

3. Support Agreement Development and Philosophy

Emerson's Lifecycle Care Mission is to enable our process automation system customers to achieve exceptional business results by managing the risks associated with their system. These risks include personal injury, Loss of system availability, Loss of process reliability, Theft or misuse of confidential information, Equipment damage, Process upsets, and Regulatory requirements violations.

To effectively manage these risks we have identified 5 key elements that need to be addressed by our Lifecycle care agreement:



To address the above elements we have service modules that target each element either on its own or in combination with other modules.

In addition to having targeted service modules at Emerson, we recognize that lifecycle support needs vary from one customer to another in both services activity content and time commitment. We understand that our customers make investments over the system lifecycle to help achieve business objectives, reduce operating and maintenance costs and keep assets running at peak performance.

4. Agreement Summary

The following table outlines the proposed support:

Item	Description
1.	<p>Lakeside Process Controls System Support</p> <p>Control System Specialists in Winnipeg, Thunder Bay, Sarnia, or Mississauga.</p> <ul style="list-style-type: none"> Access to remote support is provided by Lakeside Process Controls during normal business hours, 8:00 AM to 5:00 PM, Monday to Friday, except for statutory holidays. <ul style="list-style-type: none"> Note: All calls will use Service bank hours. 24 X 7 Emergency access to on-call Lakeside Process Controls services team.
2.	<p>Emerson Guardian Support for DeltaV</p> <ul style="list-style-type: none"> Software updates Emerson Telephone support 24/7 Remote system diagnostics Web based administration tools and automated e-mail notifications System Analysis Report Knowledge Base Articles (KBA) Technical support call management System Analysis report Conventional Software Support (CSS)
3.	<p>Preventative Maintenance Service</p> <ul style="list-style-type: none"> DeltaV System Preventative Maintenance and Patching Review of System Health, including Backups Lakeside will perform an annual preventative maintenance and patching on the DeltaV control system computer hardware during a plant maintenance outage. One (1) scheduled visit each year is provided under this Support Agreement and will be scheduled during regular working hours with travel time and expenses and during a plant maintenance outage. Weekend or holiday scheduling can be arranged and will be billed according to Support Service Rates and Terms. The scheduling of this service will be initiated by Lakeside Process Controls so as to be mutually convenient for both parties.

Item	Description
4.	<p>System Upgrade Service</p> <ul style="list-style-type: none"> • This support service provides the Town of Fort Frances with certified support specialists to perform all system revisions and/or upgrades. • Revision and Upgrade installation will be provided for the DeltaV control system and the AMS software if applicable. • One (1) scheduled visit is provided under this Support Agreement and will be scheduled during regular working hours with travel time and expenses and during a plant maintenance outage. • Weekend or holiday scheduling can be arranged and will be billed according to Support Service Rates and Terms. • The scheduling of this service will be initiated by Lakeside Process Controls so as to be mutually convenient for both parties.
5.	<p>Computer Evergreen</p> <ul style="list-style-type: none"> • The Computer Evergreen provides future replacement of the Town of Fort Frances's DeltaV Workstations with Emerson tested and approved PC Hardware. This service protects your investment and ensures your technology stays current in a fast-changing environment. • This includes the cost for hardware replacements only; any services if needed will require the use of Bank Hours or a separate purchase order. • Lakeside will proactively manage the system to ensure all computer hardware is replaced prior to the end of its recommended lifespan. • Lakeside will plan and schedule computer repairs and maintenance on the control system computer hardware so that computer hardware will be replaced if failed (and out of Dell warranty) or if it has been in service for 5 years. Non-Emerson software will be loaded at additional cost of time and materials.

Item	Description
6.	<p>Lakeside Service Bank</p> <ul style="list-style-type: none"> • A total bank of 50 hours each year is included in the agreement for scheduled services. • These support bank hours are flexible and are intended for use with making configuration changes, peer code reviews, hardware changes, etc. • Hours will be deducted from the deposit as time is used throughout the year. • Any support services under this service bank must be scheduled in advance with Lakeside. • Support service time will be compiled against the bank and include both standard "day time" and scheduled "after hours". An additional rate factor will be applied to all services scheduled "after hours" as outlined in the "Scheduled Support Service Rates and Terms". Similarly, expenses may be converted to equivalent hours and logged against the service bank. • Service Bank may also be used for other Lakeside Process Controls products or services.

5. Lifecycle Care Support Agreement Commercial Summary

This Agreement may be purchased every year or as part of a multi-year Agreement. We are able to offer discounting (shown below) with Multi-year agreements.

With a multi-year agreement in place, Lakeside can plan our resources better and staff appropriately. This helps us to reduce our costs by reducing service rates, reducing overtime, reducing time lost to reassigning resources, and time spent expediting work. These savings can be shared with you under multi-year, long-term Lifecycle Agreement.

3-Year Support Agreement Option

ITEM	DESCRIPTION	CAN\$
1	Emerson Guardian Support for DeltaV Lakeside 24x7 Emergency Access Technical Support Calls Preventative Maintenance Service System Upgrade Service Computer Evergreen Service Bank Hours (150 Hours)	\$140,096
	Credit on Unused Bank Hours from previous agreement	(\$21,250)
	3-Year Support Agreement Option	\$118,846
	Normalized Annual Cost	\$39,616

ITEM	DESCRIPTION	CAN\$
1	Emerson Guardian Support for DeltaV Lakeside 24x7 Emergency Access Technical Support Calls Preventative Maintenance Service System Upgrade Service Computer Evergreen Service Bank Hours (250 Hours)	\$205,540
	Credit on Unused Bank Hours from previous agreement	(\$21,250)
	5-Year Support Agreement Option	\$184,290
	Normalized Annual Cost	\$36,858

6. Notes and Assumptions

- Pricing Includes Multi-year Discounts
- Prices are shown as annual costs.
- Multi-year agreement pricing will be adjusted annually based on the actual DST/Tag count, current price book at the agreement anniversary date, changes to the system such as technology changes or expansions, and a review of services provided in the previous year.
 - An annual review of the system by Lakeside and Town of Fort Frances will be scheduled prior to the Agreement Anniversary date.
 - System support costs are based on the number of licensed DSTs and Tags in the system.
 - Changes to the system size during a multiyear term: Pricing will be adjusted at the Next annual anniversary date.
 - Lakeside will work with Town of Fort Frances to schedule system size increases.
 - There are no scale-up charges for systems expansions during the current year agreement period.
 - When the additional support costs for the larger system are calculated, you will receive the same multi-year discount for the DSTs added.
 - Early cancellation of multi-year agreement will be subject to cancellation fees
 - Early cancellation of a multi-year agreement will be subject to an early cancellation fee. This early cancellation fee will be equal to the sum of the multi-year incentives previously provided under this agreement.
 - For example, if the five-year commitment is cancelled after only three years, the cancellation fee will be equal to the sum of multi-year incentives that was provided in each of the previous three years. The cancellation fee will also include the deferred costs of the evergreen hardware already delivered.
 - For a five (5) year agreement, the maximum available Guardian Support discount has been applied.
 - Any technology changes may impact the agreement and will require a pricing review adjustment.
- The US/Canadian exchange rate will be reviewed annually for any non-service items purchased in Canadian funds. An adjustment will be calculated at the agreement anniversary. Variations of more than 0.03 exchange points from the previous year will be applied.
- Services beyond the time specified for the site visit will be charged according to the rate sheet.
- The Lifecycle agreement will not increase the system size or hardware; system expansion will be covered by projects and work orders outside of the lifecycle agreement.
- Rates are per the Lakeside Process Controls Rate Sheet.

- Based on the volume of scheduled services in the agreement, Town of Fort Frances is receiving a discount for all services from the standard hourly Services Rate Sheet.
- Under this agreement, Service bank hours are offered at a discounted rate to be used for unplanned maintenance, emergency support, and any planned programming changes. This will give you a known cost and also help to reduce the cost of changes and emergency support.
- We recommend that major version of DeltaV and AMS Device Manager upgrades are scheduled every 3 years to 5 years. i.e. the next upgrade would be in 2021 or 2022.
 - Any upgrades would be scheduled to coincide with the Preventative Maintenance. This will reduce the overall cost of the upgrade as there are common tasks between the upgrade and the Preventative Maintenance. An estimate of the upgrade services will be given based on the system status (versions, computer age, etc).

7. Contacts and Communications Protocol

Phone Technical Support: For business hours telephone technical support, please contact Lakeside Process Controls at **204-633-9197**.

Scheduled On-site Support: For on-site assistance please call **Alex Mazin** at **204-631-0701** during normal local business hours. If the contact person is unavailable, please contact our main office at **204 633-9197**.

Sales Support: For new product inquiries and pricing, please contact **Justin Stanus** at **204-914-2700**.

Software Renewals and Technical Documentation: Software and on-line information can be access utilizing the Internet, log on to <http://www.emersonprocess.com/systems/support> Guardian support web site. This site will give you access to download your specific DeltaV license codes, browse and download Knowledge Base Articles (KBA's) or other applicable white papers.

Feedback & Comments: Lakeside is committed to your satisfaction and we value your feedback. We will periodically ask Town of Fort Frances for feedback via surveys, interviews or calls. If Town of Fort Frances has additional feedback – positive or negative – to be recorded, please advise Alex Mazin or Justin Stanus.

8. Service Agreement Acceptance

This Lakeside Process Control Lifecycle Care Support Agreement shall become effective on **February 1, 2020** and shall remain in effect for **3 or 5** year(s) from such date.

The service coverage provided under this agreement is described in the Agreement Summary of this document. See all notes and assumptions.

<u>Town of Fort Frances</u>	<u>Lakeside Process Controls Ltd.</u>
Name: _____	Name: <u>Adam Troeller</u>
Signature: _____	Signature: _____
Title: _____	Title: <u>Branch Manager</u>
Date: _____	Date: _____

Note: Lakeside Terms and Conditions: [HERE](#)

9. Scheduled Support Service Rates and Terms

Lakeside Process Controls Ltd. maintains a staff of experienced systems professionals who are capable of providing the scope of support services required for our customers process automation solutions.

We are pleased to offer a discounted scheduled service rate to Town of Fort Frances for system support services.

<u>Service Description</u>	<u>2019 On-Demand Rate</u>	<u>Bank Hour Rate Discounted</u>	
		<u>3-year Option</u>	<u>5-year Option</u>
Process Automation Engineering and Service Support for DeltaV and AMS Device Manager services	\$215	\$150	\$135

* Plus Travel Time, Living Expenses and applicabe Rate Premiums

Terms and Conditions Governing Rates and Travel

Rates for services are subject to the following qualifications:

1. Planned services to be scheduled with 5 business days' notice.
2. Service bank rates are based on normal business hours. Notice is required for scheduled services. Please note the following clarifications:
 - a. At Site
 - i. Scheduled at site services require 5 business days' notice.
 - ii. Same day service is available for 50% expedite fee.
 - iii. Next day service is available for 30% expedite fee.
 - iv. Under 5-day support service available for 15% expedite fee.
 - b. For in office or remote support the standard rate premiums apply.
3. A four (4) hour minimum charge (including travel time) applies to scheduled services.
4. Rates are for 8 hours/day, Monday through Friday, between 8:00 A.M. and 5:00 P.M., after 8 hours, a premium of 1.5 times the base rate applies.
5. On Saturday, between 8:00 A.M. and 5:00 P.M., a premium of 1.5 the base rate applies to the first 8 hours and increases to 2.0 times the base rate for any additional hours.
6. All hours on Sunday or Statutory holidays are subject to 2.0 times the base rate.
7. Travel time will be charged on the same basis as actual working time except at a rate \$98/Hour.
8. Telephone support or remote troubleshooting services are subject to a minimum billing of ½ hour.
9. All expenses will be billed at cost plus 10%.

10. Airfares, car rentals and other public transportation will be billed at cost based on actual point of origin.
11. Rates are subject to annual increases. The year over year price changes for the rates above shall be limited to a maximum three percent (3%), or the Bank of Canada Consumer Price Index plus one-half of one percent (0.5%), whichever is greater
12. Rates for Specialist services will be quoted separately.
13. The Rate above is for system support services. Project pricing may vary.

10. **Terms and Conditions**

Lakeside Process Controls Ltd. terms and conditions for sale will apply. [HERE](#)

This quotation is valid for consideration for 30 days.

Delivery:	Per Agreement
Incoterms:	Ex Works Winnipeg
Funds:	Canadian Dollars as stated
Taxes:	Extra
Payment:	Net 30 Days. Agreement is invoiced annually on the anniversary date.
Duration:	Commencing on 1 February 2020

Notes:

1. Purchase Order to be issued noting multiyear commitment, individual annual Purchase Orders are acceptable.

TOWN OF FORT FRANCES

BY-LAW No. xx/20

(Being a by-law to approve a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs)

WHEREAS on January 13th, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations and Facilities Executive Committee for the Town to enter into a transfer payment agreement with the Ministry of Agriculture, Food and Rural Affairs (Ontario), for funding for the reconstruction of a portion of Colonization Road West.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the agreement in the form provided by the Ministry of Agriculture, Food and Rural Affairs with the Queen in Right of Ontario be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 27th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
RURAL AND NORTHERN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the Town of Fort Frances

(**CRA#106984586**)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern communities by responding to their specific needs.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a rural and northern stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as defined in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency;
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or
- (d) The Agreement and the *Rural and Northern Communities Funding Stream Ontario Program Guidelines* of March 2019 (“the Guidelines”), the Agreement will prevail.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) the Recipient has read and understood the Bilateral Agreement;
- (h) changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the Bilateral Agreement;
- (i) entering into of the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and
- (j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the Minister of
Agriculture, Food and Rural Affairs

Date

Name: Ernie Hardeman
Title: Minister of Agriculture, Food and Rural Affairs

AFFIX
CORPORATE
SEAL

Corporation of the Town of Fort Frances

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **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 background and headings do not form part of the Agreement; they are for information and 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;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section 1.1.1 (Definitions).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

“Business Day” means any working day the Province is open for business, 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 is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiry Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project

identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“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 or the Expiry Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount set out Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or

agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Timelines” means the Project schedule described in Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any 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;
- (d) the Project will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;
- (e) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the Guidelines, including the financial, contractual and reporting requirements; and
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 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, in a manner that is satisfactory to the Province.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

- (e) 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.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with

the progress of the Project;

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and
 - (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada's failure to make payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Federal Approval Date;
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's

immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.

A.4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from the Funds;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds fifty percent of Total Eligible Expenditures (as identified in Schedule "C"), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce its contribution under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding in respect of the Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or 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 by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiry Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;

(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of 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.

- A.10.2 Proof of Insurance.** At the Province's request, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any

of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 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.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any costs for the Project without the Province's prior written consent;
- (b) cancel all further instalments of Funds;
- (c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) Subject to the limits of the Bilateral Agreement, determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, 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:

- (a) carry out the Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project or to discontinue the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all 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 plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient plus Interest Earned;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;

- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial 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 Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **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 at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** 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.
- A.14.6 **Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:
- (a) in writing;
 - (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
 - (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.
- A.15.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
 - (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.
- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
 - (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **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.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **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.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) 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.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

- A.24.1 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.
- A.24.2 Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- A.25.1 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 and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

A.26.0 SURVIVAL

- A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5

(Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (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), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal

Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
 - (b) prior to submitting a request for payment in respect of the Project under the Agreement,

- (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ONTARIO’S MAXIMUM CONTRIBUTION

B.3.1 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means \$593,768.07, rounded to two decimal places.

B.4.0 CANADA’S MAXIMUM CONTRIBUTION

B.4.1 Canada’s Maximum Contribution. Canada’s Maximum Contribution means \$890,741.18, rounded to two decimal places.

B.5.0 ADDRESSEES

B.5.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPRural@ontario.ca</p>
---	--

Contact information for the purposes of Notice to the Recipient	Address: Town of Fort Frances 320 Portage Avenue Fort Frances, Ontario P9A 3P9 Attention: Travis Rob, Manager of Ops & Facilities Email: trob@fortfrances.ca
--	---

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C”

PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The project is for the reconstruction of Colonization Road West. The work includes the replacement of approximately 0.478 kilometres of the asphalt and granular materials, and approximately 0.956 kilometres of concrete curb and gutters as well as the addition of a sidewalk on south side of road. The project does not include any stormsewer, watermain, sanitary sewer or catch basin related works.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$1,781,482.36, rounded to two decimal places.

C.2.2 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places.

C.2.3 Percentage of Federal Support. Percentage of Federal Support means 50%, rounded to two decimal places.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal approval date means July 25, 2019.

C.4.0 PROJECT STANDARDS

C.4.1 Canada's Requirements. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION,

TIMELINES, AND PROJECT STANDARDS

- C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.5.2 **Minor Changes to the Project Description, Financial Information, Timelines and Project Standards.** Subject to sections C.5.1 (Province's and Canada's Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule "C" (Project Description, Financial Information, Timelines and Project Standards).
- C.5.3 **Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards.** Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reporting Requirements. Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.
- (b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

- (c) **Final Report.** The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

- (d) **Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:
- (i) Climate Change Resilience Assessments;
 - (ii) Greenhouse Gas Emissions Assessments; and
 - (iii) Community Employment Benefit Assessments.

D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.2.1 **Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) that, in the opinion of the Province, are minor.

D.2.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.3.0 COMPLIANCE AUDIT(S)

D.3.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, the audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project’s progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province’s and Canada’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but include:

- a) Costs directly associated with joint communication activities that are set out in Schedule “G” (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
- b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- c) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts awarded or executed prior to the Federal Approval Date;

- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,
 - ii. Buildings, or
 - iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Costs related to any underground infrastructure;
- l) Costs related to recreational trails;
- m) Real estate fees and related costs;
- n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;
- q) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;
- s) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- t) Taxes of any kind;
- u) Costs of relocating entire communities;
- v) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- w) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- x) Costs incurred contrary to Article 5 of Schedule “A” (Recipient’s Acquisition of Goods and Services and Disposal of Assets);
- y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.
- z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:
 - (i) Housing;
 - (ii) An early learning and childcare facility;
 - (iii) A health facility, or an education facility;
 - (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action, as approved by Canada;
 - (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or
 - (vi) Resource development infrastructure, notably industrial resource development access roads.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“Joint Communications” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“Aboriginal Community”, also known as “Aboriginal Group”, includes First Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Section 35 Duty” means any duty the Province and Canada may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

I.3.0 PROVINCE’S ROLES AND RESPONSIBILITIES

The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

I.4.0 RECIPIENT’S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the Recipient or the Province or Canada. Such notice must include language

- specifying that the Province and Canada are providing funding for the Project and that the Recipient is acting as the Province's and Canada's delegate for the purposes of the procedural aspects of consultation;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
 - (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
 - (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
 - (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
 - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
 - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
 - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
 - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
 - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
 - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
 - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province's request;
 - (m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding

- the Project and reporting to the Province and Canada any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province and Canada during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province and Canada the results of such discussions prior to implementing any applicable accommodation measures;
 - (o) Complying with the Province's or Canada's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province or Canada or both may require; and
 - (p) In Contracts, expressly securing the Recipient's right to respond to directions from the Province or Canada or both as the Province or Canada or both may provide.

I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province and Canada, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province and Canada with complete and accurate copies of such records upon request;
- (c) Provide the Province and Canada with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province and Canada of any contact by any Aboriginal Groups regarding the Project of any nature and provide copies to the Province and Canada of any documentation received from Aboriginal Groups;
- (e) Advise the Province and Canada immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes so aware;
- (f) Immediately notify the Province and Canada if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province and Canada with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province or Canada; and
- (h) If applicable, advise the Province and Canada if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

I.6.0 ASSISTING THE PROVINCE AND CANADA.

The Recipient shall, upon request, lend assistance to the Province and Canada by filing records and other appropriate evidence of the activities undertaken both by the Province, Canada and the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province or Canada and by the Recipient, to the relevant regulatory or judicial decision-makers.

I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or Canada or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

I.8.0 NO SUBSTITUTION

This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province and Canada is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, Canada and provincial and federal ministries, boards, agencies and other regulatory decision-makers.

I.9.0 NOTICES IN RELATION TO THIS SCHEDULE

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule "B" of this Agreement.

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule “A” (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
- (b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
- (c) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (d) such other information as the Province may request.

J.4.0 PAYMENTS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 of this Schedule “J” (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For the Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 Holdback. For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 Final Payment. Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

THE CORPORATION OF TOWN OF FORT FRANCES
(the “Municipality”)

BY-LAW NO. xx~20

(Being a By-law designating and deeming a certain plan of subdivision, or part thereof, not to be a registered plan of subdivision.)

WHEREAS pursuant to the provisions of s. 50(4) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the “Act”), the council of a local municipality may by by-law designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of s. 50(3) of the Act;

AND WHEREAS plan of subdivision Plan SM93 has been registered for eight years or more;

AND WHEREAS the Council of the Municipality desires to designate and deem part of Plan SM93, namely, Lot 3 Plan SM93 (“Lot 3”) and the Private Lane (the “Private Lane”) marked A Plan SM93 (said Lot 3 and the Private Lane are in this By-law sometimes referred to collectively as the “Subject Lands”), not to be a registered plan of subdivision for purposes of s. 50(3) of the Act.

NOW THEREFORE the Council of the Municipality **HEREBY ENACTS** as follows:

1. Part of Plan SM93, namely, the Subject Lands, shall be and are hereby designated under s. 50(4) of the Act and the Subject Lands shall be deemed not to be a registered plan of subdivision for the purposes of Section 50(3) of the Act.
2. This By-law shall take effect upon the passing thereof subject to s. 50(28) of the Act.

READ THREE TIMES AND FINALLY PASSED in open Council this 27th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/20

(Being a by-law to appoint a Deputy Treasurer for the Town of Fort Frances)

WHEREAS section 5 (3) of the Municipal Act, 2001 states that municipal power including a municipality’s capacity, rights, powers and privileges shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Municipal Act, 2001, section 286 (2) give a municipality the authority to appoint a deputy treasurer who has all the powers and duties of the treasurer under the Municipal Act, 2001, as amended, and any other Act;

AND WHEREAS Council deems it expedient that the Corporation of the Town of Fort Frances does appoint a Deputy Treasurer;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances
HEREBY ENACTS as follows:

- 1. That Jamie Holliday be appointed as Deputy Treasurer effective January 13, 2020.
- 2. THAT the appointment (found in By-law 61/18) of Aaron Bisson as Deputy Treasurer is terminated effective November 14, 2019.

READ AND PASSED in open Council this 27th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 11/20

Being a by-law in respect of single-use plastic bags and certain other harmful single-use products and packaging materials within the Town of Fort Frances.

WHEREAS:

- A. The *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “**Act**”), provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority and that it may do so by by-law;
- B. Section 11(2)[5] of the *Act* provides that a municipality may pass by-laws respecting the economic, social, and environmental well-being of the municipality, including in respect of climate change;
- C. Section 11(3)[3] of the *Act* provides that a municipality may pass by-laws respecting matters relating to waste management;
- D. Section 128 of the *Act* provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of its council, are or could become or cause public nuisances, and further that the municipal council’s determination of what constitutes a public nuisance is not subject to review;
- E. Section 150 of the *Act* allows a municipality to license, regulate, and govern any business wholly or partially carried on within the municipality, even if the business is being carried on from a location outside of the municipality;
- F. It is estimated that:
 - i. every year, 1 to 5 trillion plastic bags are used and discarded around the world;
 - ii. 10,000 tonnes of plastic debris enters the Great Lakes each year,
 - iii. globally, a truck load of plastic waste enters the ocean every minute, with the ‘Great Pacific Garbage Patch’ having grown to over 600,000 square miles, and
 - iv. a town of 2,500 households could send a million plastic bags to landfills ever year;
- G. Plastic bags and other single-use products are linked to, exacerbate, or contribute to the global crisis of climate change by causing habitat destruction, eco-system disruption, fossil fuel emissions, plastic pollution, environmental contamination, and food supply impacts;
- H. Alternatives to single-use plastic bags and other single-use products are widely and economically available for public and business use, and increased demand for such products supports the growth of regional industries, such as forest products;
- I. The Northwestern Ontario Municipal Association adopted a resolution in April 2011 calling on the Province of Ontario to “enact legislation imposing a ban on the distribution of single-use fossil-fuel based plastic bags”;
- J. In the opinion of Council of the Town of Fort Frances, single-use plastic bags and certain other single-use products, packaging materials, and disposable food consumption products are a public nuisance and detrimental to the environment; and

K. Council wishes to:

- i. reduce the negative effects single-use plastic bags and certain other single-use products and packaging materials have on the environment,
- ii. show leadership among local governments in the fight against climate change and environmental destruction,
- iii. support sustainable consumer habits and business practices which reduce environmental impacts,
- iv. implement policies which support the growth of a modern, vibrant, and sustainable forest products sector; and
- v. reduce the volume of single-use plastics and related products which are destined for landfills;

NOW THEREFORE the Council of the Town of Fort Frances hereby enacts as follows:

PART 1: INTERPRETATION

1.1 **Definitions.** In addition to the terms defined parenthetically herein, in this by-law:

- (1) **“Biodegradable Plastic Bag”** or **“Compostable Plastic Bag”** means any bag which is composed of, in whole or part, biodegradable plastic, oxo-biodegradable plastics, Plastarch material, polylactide, or any other plastic resin composite that is intended to degrade at a faster rate than non-biodegradable plastic film;
- (2) **“Business”**:
 - (a) includes a business incorporated under a statute, a partnership, a cooperative, an association, a sole proprietorship, or a joint venture engaged in a retail sale or rentals of goods, the operation of a restaurant, or the sale of prepared foods or beverages to the public,
 - (b) does not include a charity, and
 - (c) for the purposes of Part 2, includes any person employed by or acting for or on behalf of a business, as defined by subsubsections (a) and (b);
- (3) **“Checkout Bag”** means:
 - (a) a bag intended to be used by a Customer for the purpose of transporting items purchased or received by the Customer from the Business providing the bag, and
 - (b) a bag used to package take-out food or food to be delivered by a Business to a Customer.
- (4) **“Council”** means the municipal council of the Town;
- (5) **“Customer”** means any person purchasing, renting, or receiving food, goods, or materials from a Business;
- (6) **“Licensed Business”** means an entity which holds a business license issued by the Town under any by-law for the licensing of businesses by the Town;
- (7) **“Officer”** means a municipal law enforcement officer while in the course of his or her duties;
- (8) **“person”** means an individual, association, firm, partnership, corporation, trust, organization, trustee, or agent, and their heirs, executors, or legal representatives of the person to whom the context can apply according to law;
- (9) **“Plastic Bag”** means a bag, including a Biodegradable Plastic Bag or Compostable Plastic Bag, but does not include a Reusable Bag;

- (10) **“Prepared Food or Beverages”** means food items or beverages which are ready to consume with no additional preparatory stages or cooking, including take-out food, dine-in restaurant meals, hot beverages, delivery food items, soft drinks, and coffee or hot drinks;
- (11) **“Reusable Bag”** means a bag with handles that:
- (a) is intended to be used for transporting items purchased or received by the Customer from a Business,
 - (b) is designed and manufactured to be durable and capable of many uses, and
 - (c) is capable of being washed and disinfected;
- (12) **“Single-Use Food Packaging”** means the following items provided by a Business to a Customer for the purpose of transporting, packaging, or consuming Prepared Food or Beverages:
- (a) food containers, beverage cups, or take-out or ‘to-go’ food containers consisting in whole or part of foam material, such as polystyrene, and
 - (b) drinking straws, stir-sticks, or swizzle sticks made of a plastic, such as polypropylene or polystyrene; and
- (13) **“Town”** means the Town of Fort Frances.

PART 2: REGULATIONS

- 2.1 **Ban of Plastic Bags.** Except as provided in this by-law, no Business shall sell or provide a Checkout Bag to a Customer that is a Plastic Bag.
- 2.2 **Reusable Bags Allowed.** No Business shall deny or discourage the use by a Customer of the Customer’s own reusable bag for the purpose of transporting items purchased or received by the Customer from the Business.
- 2.3 **Ban of Single-Use Food Packaging.** No Business shall sell or provide Single-Use Food Packaging to a Customer for the purpose of transporting, containing or facilitating the consumption of Prepared Food or Beverages received by the Customer from the Business.
- 2.4 **Exceptions.**
- (1) Section 2.1 does not apply to a bag used to:
 - (a) package loose bulk items such as fruit, vegetables, nuts, grains, or candy;
 - (b) package loose small hardware items, such as nails, nuts, and bolts;
 - (c) contain or wrap frozen foods, meat, poultry, or fish, whether pre-packaged or not;
 - (d) wrap flowers or potted plants;
 - (e) protect prepared foods or bakery goods that are not pre-packaged;
 - (f) contain prescription drugs received from a pharmacy;
 - (g) transport live fish;
 - (h) protect clothing or other linens after professional laundering or dry-cleaning;
 - (i) package medical supplies and items used in the provision of health services;
 - (j) protect tires that cannot easily fit in a reusable bag; or
 - (k) collect and dispose of pet waste.
 - (2) Sections 2.1 and 2.3 do not limit or restrict the sale of bags (including Plastic Bags) or Single-Use Food Packaging intended for use at the Customer’s home or business, provided the items are sold in packages of multiple quantities and are not utilized or distributed in the manner restricted by Sections 2.1 and 2.3.

- (3) Section 2.3 does not prohibit a Business from providing a Customer with a plastic drinking straw upon individual request, provided that plastic drinking straws are not made available by the Business by default or made accessible for Customer self-service. When requesting a plastic drinking straw, the Customer does not need to specify a reason for needing a plastic drinking straw in order to receive one. Nothing in this by-law obligates a business to carry plastic drinking straws for use by Customers.

PART 3: PENALTIES

3.1 Offences. A person who:

- (1) contravenes this by-law;
- (2) consents to, allows, or permits an act or thing to be done contrary to this by-law; or
- (3) neglects or refrains from doing anything required to be done by this by-law;

is guilty of an offence and is liable to pay a fine in the amount prescribed by the Officer in accordance with section 3.2.

3.2 Penalties.

- (1) A person found guilty of an offence under this by-law is subject to a fine:
 - (a) if a corporation or Licensed Business, of not less than \$100.00 and not more than \$10,000.00, or
 - (b) if an individual, of not less than \$50.00 and not more than \$500.00
 for every instance than offence occurs or each day that it continues.
- (2) Council may introduce a schedule of fines for the offences set out in this by-law within the parameters set by subsection (1), with such schedule to be appended hereto as **Schedule “A”** at such time and amended and updated as necessary.

PART 4: ENFORCEMENT

- 4.1 **Enforcement by Officer.** The provisions of this by-law may be enforced by an Officer.
- 4.2 **Entry by Officer.** An Officer may, at any reasonable time, enter upon any public place for the purpose of determining whether or not the provisions of this by-law have been complied with.
- 4.3 **Interference with Officer.** No person shall prevent, hinder, interfere, or attempt to prevent, hinder, or interfere with an Officer, including refusing to identify themselves when requested to do so by an Officer.

PART 5: GENERAL

- 5.1 **Short Title.** This by-law shall be referred to and may be cited as the “Single-Use Products Regulation By-law”.
- 5.2 **Severability.** If any provision or part of a provision of this by-law is declared by any court or tribunal or any provincial or federal legislation or regulation to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law or its application in any other circumstance shall not be affected and shall continue to be in full force and effect.
- 5.3 **Effective Date.**
 - (1) All sections of this by-law except for section 3.2 shall come into force on January 1, 2021.
 - (2) Section 3.2 of this by-law shall come into force on January 1, 2022.

- 5.4 **Recall Date.** This by-law shall be brought before Council for reconsideration at the first available meeting of Council following the date that:
- (1) a piece of legislation of substantially similar purpose and regulatory effect over the Town is passed by the Ontario Legislative Assembly or federal Parliament and receives Royal Assent, or
 - (2) a federal or provincial regulation of substantially similar purpose or regulatory effect over the Town comes into force.

READ THREE (3) TIMES and finally passed in open Council this 27th day of January, 2020.

June Caul, Mayor

Elizabeth Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/20

Being a by-law to authorize the execution of an agreement with Tom Veert Contracting Limited for 2020 Colonization Road Reconstruction, Watermain and Sewer Improvements within the Town of Fort Frances awarded through the public tender process.

WHEREAS on January 13, 2020 Council approved a report from T. Rob, Manager of Operations & Facilities which awarded a contract (19-OF-14) to Tom Veert Contracting Limited for 2020 Colonization Road Reconstruction, Watermain and Sewer Improvements within the Town of Fort Frances;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

- 1. That the award of a contract under Tender 19-OF-14, identified as Schedule “A” attached hereto in the form of an agreement forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 27th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk

1.0 TENDER FOR THE CONSTRUCTION OF**2020 Colonization Road Reconstruction, Watermain and Sewer Improvements
Tender No. 19-OF-14****1.1 TENDER PRICE**

Tender By:

Tom Veert Contracting Limited

Contractor

801 8th Street, Fort Frances, ON, P9A 3X9

Address

December 17, 2019

Date

hereinafter called the "Tenderer"

To: **The Corporation of the Town of Fort Frances**
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Hereinafter called the "Owner"

- 1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

Two million, six hundred and six thousand, eighty-four
dollars and eighty five cents (\$2,606,084.85...)

1.2 CONTINGENCIES AND ALLOWANCES

- 1.2.1 We agree that the Tender Price includes the contingency sum of \$150,000.00 and no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

1.3 QUANTITIES

- 1.3.1 The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

1.4 ADDITIONS AND DEDUCTIONS

- 1.4.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

- 1.4.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 1.3.1 above shall be determined as follows:

- (i) The Schedule of Tender Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

- 1.4.3 The Tenderer agrees that it is not entitled to payment of the Contingency Allowance except for work carried out by him in accordance with the Contract and only to the extent of such work, as authorized by the Contract Administrator in writing and as previously approved by the Owner.

1.5 ADDENDA

- 1.5.1 We agree that we have received Addenda¹ to¹ inclusive, and the tender price includes for the provisions set out in such Addenda.

1.6 CONTRACT TIME

- 1.6.1 We agree to commence the Work as specified, to proceed continuously to completion and to complete the Work by the date specified in the Contract Documents.
- 1.6.2 All work must be completed by September 30, 2020.
- 1.6.3 Surface course paving (Item No. A.003) and Pavement Markings (Item No. A.017) shall be deferred and completed in the year 2021 and prior to June 15, 2021.
- 1.6.4 The Contractor will be required to advertise substantial completion at the initial completion date of September 30, 2020 (or earlier), and after surface course and pavement markings completed in 2021.

1.7 TENDER ITEM REFERENCES AND DELETIONS

- 1.7.1 Where in the Form of Tender under the column headed OPS Spec. No., a number is shown, such number shall be taken to mean and refer to the Ontario Provincial Standard Specifications (OPSS).
- 1.7.2 Where in the Form of Tender under the column headed OPS Spec No., the initials "SP" appear, such initials shall be taken to mean and refer to the "Special Provisions".
- 1.7.3 For those Tender items noted with an asterisk * in the Schedule of Tender Prices are considered to be provisional items and the Owner may delete all or a portion of the item price to Contract award without affecting the remaining Contract prices, without penalty or recourse.
- 1.7.4 The Owner reserves the right to delete all or any portion of the work prior to Contract award without affecting the remaining Contract prices, without penalty or recourse.

1.8 SCHEDULE OF TENDER PRICES

- A. For those Tender Items identified by the notation (P) in the "Unit" column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in the stipulated Unit or Lump Sum as specified in the contract.

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+500) - DWG A1-358405-P3-P4						
SECTION A - GRADING						
A.001	206, SP	Earth Excavation (Grading)	4,450	m ³ (P)	10.82	48,149.00
A.002	310, SP	Hot Mix HL4 Asphalt (Binder Course 50mm)	665	t	263.20	175,028.00
A.003	310, SP	Hot Mix HL4 Asphalt (Surface Course 50mm)	665	t	248.09	164,979.85
A.004	314, SP	Granular 'A'	2,040	t	25.49	51,999.60
A.005	314, SP	Granular 'B' (Type II)	5,965	t	23.25	138,686.25
A.006	510, SP	Removal of Asphalt Pavement (Full Depth)	4,950	m ² (P)	2.39	11,830.50
A.007	510, SP	Removal of Curb and Gutter	986	m(P)	7.24	7,138.64
A.008	353, SP	Curb and Gutter	986	m	132.21	130,359.06
A.009	510, SP	Remove Concrete Driveway	283	m ²	75.28	21,304.24
A.010	351, SP	Concrete Driveway Aprons	333	m ²	213.99	71,258.67
A.011	351, SP	Lockstone Driveway Aprons	6	m ²	339.66	2,037.96
A.012	351, SP	Asphalt Driveway Aprons	10	m ²	103.31	1,033.10
A.013	351, SP	Gravel Driveway Aprons	16	m ²	99.35	1,589.60
A.014	310, SP	Concrete Sidewalk	700	m ²	144.70	101,290.00
A.015	Section 02930	100 mm Topsoil and Sod	1,880	m ²	17.55	32,994.00
A.016	510, SP	Boulevard Works Stripping and Removal	1	LS	8,919.23	8,919.23
A.017	710	Pavement Markings	1	LS	7,500.00	7,500.00
Total Section A - Grading						976,097.70
COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+500) - DWG A1-358405-P3-P4						
Section B - Storm Sewers						
B.001	510, SP	Remove Existing Catchbasins and Manholes	18	ea	2,058.03	37,044.54
B.002	510, SP	Remove Existing Catchbasin Leads	82	m	153.53	12,589.46
B.003	510, SP	Reconnect Storm Sewer Various Sizes	16	ea	1,349.33	21,589.28
B.004	407, SP	Catchbasin Manholes	8	ea	8,429.81	67,438.48
B.005	407, SP	Catchbasins	10	ea	4,453.78	44,537.80
B.006	410	Catchbasin Leads 250 mm (PVC SDR 35)	86	m	257.79	22,169.94
Total Section B - Storm Sewers						205,369.50

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+500) - DWG A1-358405-P3-P4						
Section C - Watermain						
C.001	510,441, SP	Remove and Replace Existing 150 Watermain with New 150 mm PVC Watermain	488	m	366.89	179,042.32
C.002	441, SP	150 mm Water Valve and Box	3	ea	4142.20	12,426.60
C.003	441, SP	Hydrant Set	4	ea	11,306.71	45,226.84
C.004	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops to Property Line	25	ea	1,903.42	47,585.50
C.005	441, SP	Remove Existing and Replace 50 mm Copper Water Service and Curb Stops to Property Line	1	ea	104,019.14	104,019.14
C.006	441, SP	Temporary Water Service	1	LS	9,033.31	9,033.31
Total Section C - Watermain						397,333.71
COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+500) - DWG A1-358405-P3-P4						
Section D - Sanitary						
D.001	510, SP	Remove Existing Sanitary Sewer	224	m	140.44	31,458.56
D.002	410, SP	300 mm PVC SDR Sanitary Sewer	224	m	328.74	73,637.76
D.003	410, SP	Remove and Replace Existing 150 mm Sanitary Services	26	ea	2,955.19	76,834.94
D.004	410, SP	Temporary Sewer Service	1	LS	23,911.79	23,911.79
D.005	409, SP	Closed Circuit Television Inspection of Sanitary Sewer Mainline	224	m	11.99	2,685.76
D.006	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	224	m	32.09	7,188.16
D.007	SP	Adjust Existing Manhole Frame & Covers	5	ea	1,000.00	5,000.00
Total Section D - Sanitary						220,716.97
TOTAL COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+250)						1,799,517.88
McIRVINE ROAD SIDEWALK (From Sta 0+971 To Sta 1+051) - DWG A1-358405-P5 & VICTORIA AVENUE NORTH SANITARY SEWER SPOT REPAIR (DWG A1-358405-SK2)						
Section E - Grading						
E.001	206, SP	Earth Excavation (Grading)	47	m ³ (P)	21.42	1,006.74
E.002	310, SP	Asphalt Repair (40mm Thickness)	3	m ²	134.64	403.92
E.003	314, SP	Granular 'A'	150	t	27.13	4,069.50
E.004	314, SP	Granular 'B' Type I	75	t	22.08	1,656.00
E.005	510, SP	Removal of Asphalt Sidewalk	16	m ²	26.72	427.52
E.006	353, SP	Concrete Sidewalk	121	m ²	157.95	19,111.95
E.007	Section 02930	75 mm Topsoil and Sod	175	m ²	22.82	3,993.50
E.008	Section 02510	Tactile Warning Plates	4	ea	266.50	1,066.00
E.009	510, SP	Boulevard Works Stripping and Removal	1	LS	787.04	787.04
E.010	SP	Victoria Avenue North Sanitary Sewer Spot Repair, Complete	1	LS	152,395.77	152,395.77
Total Section E - Grading						184,917.94
TOTAL McIrvine Road Sidewalk & Victoria Avenue North Sanitary Sewer Spot Repair						184,917.94

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
----------	-----------	-------------	----------	------	----------------	-----------------

*MISCELLANEOUS WATER WORKS (DWG A1-358405-SK1)						
Section F						
*F.001	441, SP	Remove and Replace Hydrant Set	7	ea	12,531.57	87,720.99
*F.002	441, SP	Remove and Replace 150mm Valve and Box	5	ea	3,617.23	18,086.15
*F.003	441, SP	Remove and Replace 250mm Valve and Box	1	ea	6,702.79	6,702.79
*F.004	441, SP	Remove and Replace 300mm Valve and Box	1	ea	8,306.03	8,306.03
Total Section F						120,815.96
TOTAL MISCELLANEOUS WATER WORKS						120,815.96
GENERAL						
G.001	SP	Bonds & Insurance	1	LS	36,018.00	36,018.00
G.002	SP	Mobilization & Demobilization	1	LS	15,000.00	15,000.00
G.003	SP	Contingency Allowance	1	LS	\$ 150,000.00	\$ 150,000.00
TOTAL GENERAL						201,018.00
SUB-TOTAL						2,306,269.78
SUMMARY OF TENDER PRICES						
COLONIZATION ROAD WEST						
Section A - Grading						976,097.70
Section B - Storm Sewers						205,369.50
Section C - Watermain						397,333.71
Section D - Sanitary						220,716.97
TOTAL COLONIZATION ROAD WEST						1,799,517.88
McIRVINE ROAD SIDEWALK & VICTORIA AVE SANITARY SEWER SPOT REPAIR						
Section E - Grading						184,917.94
TOTAL McIRVINE ROAD SIDEWALK & VICTORIA AVE SANITARY SPOT REPAIR						184,917.94
MISCELLANEOUS WATERWORKS						
Section F						120,815.96
TOTAL MISCELLANEOUS WATERWORKS						120,815.96
GENERAL						
TOTAL GENERAL						201,018.00
SUB-TOTAL TENDER PRICE						2,306,269.78
13% HST						299,815.07
TOTAL TENDER PRICE						2,606,084.85

* Provisional Tender Items - Tender Items identified as Provisional may be deleted prior to/after Contract Award without affecting any other Tender Item prices, and without penalty or recourse.

1.9 DECLARATIONS OF TENDERER

1.9.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

1.9.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.10 CONDITIONS OF TENDER

1.10.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

1.11 DISCLAIMER

1.11.1 The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.12 SIGNING OF TENDERS

Dated at Fort Frances, ON this

17th day of December, ~~2020~~ 2019 MB

Signature of Tenderer, Title

Signature of Witness

Signature of Tenderer, Title

Signature of Witness

NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

“I/We have authority to bind the Corporation.”

“If the tender is submitted by an individual or partnership, it is deemed to be given under seal.”

Town of Fort Frances
2020 Colonization Road Reconstruction
Contract 19-OF-14

FORM OF TENDER

Section 00300

Page 8 of 8

ACCEPTED BY THE CORPORATION OF THE TOWN OF FORT FRANCES THIS _____
DAY OF _____ 2020.

Signature

Name and Title

Signature

Witness

Name and Title

Name and Title

TOWN OF FORT FRANCES

BY-LAW NO. xx~20

(BEING a by-law regarding certain property owned by the Corporation of the Town of Fort Frances)

WHEREAS on January 13, 2020, Council approved a report from E. Slomke, Clerk as recommended by the Planning and Development Executive Committee to establish lot prices and a form of agreement of purchase and sale for Erin Crescent properties;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

- 1. That the Property be and is approved for sale and disposition in accordance with the terms and conditions set out in the Agreement of Purchase and Sale (APS) attached to and forming part of this By-law as Schedule 'A'.
- 2. THAT the lot prices be established as follows:

Lot 22	\$	63,900.00
Lot 8	\$	64,900.00
Lots 7, 23, 24	\$	65,900.00
Lots 55 - 61	\$	67,800.00
Lots 12 - 18, 54, 62	\$	70,800.00
Lot 19	\$	78,600.00
Lot 9	\$	82,600.00
Lot 21	\$	89,500.00
Lot 11	\$	98,300.00
Lot 10	\$	110,400.00
Lot 20	\$	115,200.00

- 3. THAT the Mayor and Clerk shall be and are hereby authorized and directed for and on behalf of the Municipality to take all steps, and to do all acts and things, and to complete, execute, amend, and deliver any and all documentation under the seal of the Municipality, as may be necessary or desirable to give effect to the foregoing.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 27th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk

Offer to Purchase/Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this day of, 20.....

BUYER,, agrees to purchase from
(Full legal names of all Buyers)

SELLER, **The Corporation of the Town of Fort Frances** (the "Seller", or the "Town"),
 the following

REAL PROPERTY (the "property"):

Address

fronting on the side of **Erin Crescent**

in the **Town of Fort Frances, District of Rainy River, Ontario**

legally described as

(Legal description of land including easements not described elsewhere)

PURCHASE PRICE (the "Purchase Price"):

.....Dollars (CDN\$)

DEPOSIT (the "Deposit"): Buyer submits Fifteen Hundred Dollars
(Herewith)

.....Dollars (CDN\$)..... \$1500.00

by negotiable cheque payable to **The Corporation of the Town of Fort Frances** "Deposit Holder" to be,
 subject to as otherwise set out in this Agreement of Purchase and Sale (the "Agreement"), held in trust
 pending completion or other termination of this Agreement to be credited toward the Purchase Price on
 completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to
 deliver the Deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to
 this Agreement hereby acknowledge that, no interest shall be earned, received or paid on the Deposit.

**Buyer agrees to pay the balance of the Purchase Price to the Seller on the completion date subject to
 any increase or decrease by virtue of adjustments (if any).**

SCHEDULE(S) **A and B** attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by..... Buyer until.....on
(Seller/Buyer)
 the day of, 20....., after which time, if not accepted, this offer
 shall be null and void and the Deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:00 p.m. on the
 day of, 20..... (herein referred to as the "completion date" or the
 "closing date"). Upon completion, vacant possession of the property shall be given to the Buyer
 unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.:807-274-8479..... Fax No.:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address:Islomke@fortfrances.ca..... Email Address:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST) then such tax shall be **in addition to**the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of, 20..... (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L.4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990 and any amendments thereto.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 and any amendments thereto unless Seller's spouse has executed the consent hereinafter provided.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal in the presence of:

(Witness)	(Buyer)	* DATE (Seal)
(Witness)	(Buyer)	* DATE (Seal)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal: in the presence of:

The Corporation of the Town of Fort Frances

(Witness)	per: J. Caul, Mayor	DATE (Seal)
(Witness)	per: L. Slomke, Clerk	DATE

We have authority to bind the corporation.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m this day of, 20..... .

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage
Phone Fax
Co-operating/Buyer Brokerage
Phone Fax

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE
(Seller)

..... DATE
(Buyer)

..... DATE
(Seller)

..... DATE
(Buyer)

Address for Service:

Address for Service:

.....Phone

.....Phone

Seller's Lawyer Derksen Professional Corporation

Buyer's Lawyer

Address ..339 Scott Street, Fort Frances, Ontario
P9A 1H1

Address.....

.. (807) 274-3003 (807) 274-6161
Phone Fax

.....
Phone Fax

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



Schedule A Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER,, and

SELLER, THE CORPORATION OF THE TOWN OF FORT FRANCES

1. Notwithstanding anything contained in this Agreement:

(a) the Buyer shall:

(i) on or before a date which is 5 years from the completion date, complete the construction, in and on the property, of a single family detached residential dwelling (the "Single Family Dwelling"), which Single Family Dwelling shall otherwise comply with the minimum size, dimension, and other requirements of the Town's zoning bylaw;

(ii) be in receipt, from the Town, of a permit authorizing occupancy of the Single Family Dwelling for residential occupancy; and

(b) If the Buyer fails to fulfill the Buyer's obligations as set out in paragraph 1(a) of this Schedule A, then, notwithstanding the transfer of the property to the Buyer or otherwise, and in addition to any other rights and/or remedies of or available to the Town and whether by law, statute, equity, or otherwise, it is understood and agreed that the Buyer shall, within 90 days of receiving notice from the Town to do so, transfer ("Transfer"), at no cost or expense to the Town, the property to the Town free and clear of all registered charges, liens and encumbrances whatsoever except for any charges or encumbrances registered by or in favour of the Town.

The Buyer and the Town agree that no monies whatsoever shall or need be paid by the Town to the Buyer for or in respect of such Transfer of the property to the Town, whether because of any work and/or improvements and/or otherwise (collectively referred to as "Improvements") done or made by the Buyer or anyone else in or to the property or otherwise. Neither any Improvements nor any cost or expense therefor and/or otherwise shall be nor need be paid and/or reimbursed by the Town to the Buyer or otherwise; all Improvements shall be forfeited to, and be and become the property of the Town upon the Transfer of the property to the Town without any compensation or otherwise for or in respect thereof to the Buyer and/or anyone else; and

(c) If the transaction contemplated in and by this Agreement fails to close for any reason other than default by the Seller, one-half of the Deposit shall, without prejudice to and without limiting any other right or remedy the Seller may have in law or equity, be forfeited to and remain the property of the Seller as liquidated damages and not as a penalty.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



2. It is acknowledged and agreed by the Buyer that the transfer of the property to the Buyer on closing shall contain and be subject to a reservation of easement in favour of the Seller in the form attached hereto as Schedule B, and that the property which is affected by and subject to such reservation of easement are those lands currently designated as Part 1 on Plan 48R-4590 (re Lot 9 PI 48M-368); Part 2 on Plan 48R-4590 (re Lot 10 PI 48M-368); Part 12 on Plan 48R-4590 (re Lot 19 PI 48M-368); and Part 13 on Plan 48R-4590 (re Lot 20 PI 48M-368).
3. The covenants contained herein shall run with the property, and bind the property and the Buyer for the benefit of the lands and premises of the Town.
4. It is covenanted and agreed by and between the parties that, notwithstanding anything contained in this Agreement, any and all conditions, covenants, agreements, and otherwise of the Buyer contained in this Agreement (including, without limitation, in Schedule A, and/or in any documents to be delivered by the Buyer on closing), shall not merge in the closing of the purchase and sale transaction contemplated herein, nor in the conveyance of ownership of the property by the Seller, but shall remain in full force and effect subsequent to the completion date.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



Schedule B Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER,, and

SELLER, **THE CORPORATION OF THE TOWN OF FORT FRANCES**

RESERVATION OF EASEMENT IN GROSS

RESERVING a free uninterrupted and unobstructed right and easement, in perpetuity, in, over, and along the [legal description of lands which are subject to the easement] (the "Easement Lands") to and for the benefit of the Transferor and its successors, assigns, licensees, employees, contractors, agents, workmen, and/or other representatives, for the laying down, construction, operation, maintenance, inspection, removal, replacement, repair, and/or renewal of, and/or to make additions to or in, sewer lines, storm sewers, sanitary sewer(s), watermain(s), water lines, drains, water supply, service and/or other line(s), and/or for any other purposes as the Transferor may require, together with and including all such equipment, installations, structures, markers, manholes, anchors, accesses, hydrants, service boxes, catch basins, fixtures, and/or other things, and all appurtenances thereto, as the Transferor may from time to time or at any time hereafter deem requisite (all or any of which things and/or works are herein referred to as the "Facilities") upon, over, under, along or across the Easement Lands; together with the right of free and unimpeded, ingress, egress, and excavation, and otherwise therein, thereunder, and thereon, and otherwise as may be required by the Transferor and its successors, assigns, licensees, employees, contractors, agents, workmen, and/or other representatives, and vehicles, supplies, equipment and otherwise at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted, including, without limitation, the right to remove, clear, trim, sever, and fell any obstructions such as trees, roots, brush, stumps, boulders, rock, and/or otherwise encountered during the course of construction and/or subsequent maintenance and/or otherwise of the Facilities.

THE TRANSFeree shall, subject hereto, have the right to fully use and enjoy the Easement Lands provided that without the prior written consent of the Transferor, such consent not be unreasonably withheld:

- (a) the Transferee shall not place any buildings or other structures or dig, drill, pave, excavate in, on, and/or within the Easement Lands; and
- (b) no fill shall be deposited or removed from the Easement Lands, nor shall anything be done by the Transferee which might injure or damage the works or render more costly the restoration of the Easement Lands.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO-Frequency Foundry Digital CRM Pilot - Call for Submissions
Date: Monday, January 13, 2020 5:01:33 PM

AMO Update not displaying correctly? [View the online version](#) | [Send to a friend](#)
 Add Communicate@amo.on.ca to your safe list



January 13, 2020

%%SAF_MESSAGE%%

AMO-Frequency Foundry Digital CRM Pilot for Small Municipalities – Call for Submissions

Dear Members,

Last year, after a competitive procurement process, AMO announced a partnership with Frequency Foundry, a digital citizen relationship management (CRM) provider to offer members the benefits of online 3-1-1 technology. In the RFP, AMO required that the successful partner offer a pilot program to ensure that the technology can be scalable to municipalities of all sizes in Ontario. In particular, that a digital CRM can be implemented for small, rural, northern, and/or remote municipalities.

CRM software allows municipalities to manage internal and external relationships and the data associated with those interactions. Through CRM technology, your residents can submit 3-1-1 requests, track their case submission from start to completion, and access other features so that they know their municipality is serving their needs. CRM technology can also be used to enhance and improve internal administration and operations across all municipal departments potentially aiding municipalities in finding efficiencies and cost savings.

AMO and Frequency Foundry want to pilot the Dynamics 365 Signal 3-1-1 solution with two, small municipalities. One pilot will have a population under 10,000. The other will have a population of 10,000 to 25,000. Pilots will be able to test Frequency Foundry's Signal 3-1-1 solution for three months.

Interested municipalities should answer the following questions in their submissions:

1. Name of Municipality
2. What is the population of your municipality? (based on most recent Census)

3. What is the state of readiness of your municipality? Is your municipality prepared to implement a digital CRM solution? Please provide documentation. For example, proof of council support (i.e. resolution), letter from CAO stating municipality's readiness, etc.
4. Implementation costs will be covered by Frequency Foundry but user licenses (seats) will require the successful pilot to cover those costs. A small municipality should be able to operate the solution for approximately \$2,000 per month with a minimum of five users. The Ministry of Municipal Affairs and Housing modernization funding from last spring could potentially be used towards this pilot. Does your municipality have budget dollars for 2020 allocated towards an initiative such as operating a CRM?
5. Promoting the success of the pilot will require staff within your municipality to participate with AMO and Frequency Foundry in developing a case study (for a report, webinars, presentations at events such as the AMO Conference, etc.) Does your municipality consent to participate as a case study for promotional purposes?

AMO will also require the pilots to answer a follow up questionnaire at the conclusion of the test period as part of AMO's reporting of the project to the membership.

Submissions are due **Friday, February 14 at 4:30:00pm (EST)**. Please email your submission to Nicholas Ruder, AMO/LAS Research Advisor at nruder@amo.on.ca. Questions about the pilot project can also be directed to the same contact.

Submissions will be reviewed by an AMO committee with support from Frequency Foundry.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

Wish to Adjust your AMO Communication Preferences ? [Click Here](#)



From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: Government announces consultation on re-composition of OPP Detachment Boards
Date: Wednesday, January 15, 2020 4:37:53 PM

AMO Update not displaying correctly? [View the online version](#)
 Add Communicate@amo.on.ca to your safe list

AMO Policy Update



January 15, 2020

Government announces consultation on re-composition of OPP Detachment Boards

On January 15th, the Honourable Sylvia Jones, Ontario's Solicitor General, wrote to Heads of Council to announce province-wide consultations on the drafting of regulations needed to support the establishment of new OPP detachment boards. These discussions will include changes to the billing framework allocating costs between municipalities with a shared OPP detachment board. AMO strongly encourages the participation of local elected officials in these discussions.

For municipalities, the goal of this engagement is a regulatory framework that supports successful and effective governance and delivers strong local civilian oversight of policing by the OPP. This should include mechanisms for every municipal council to be represented on an OPP detachment board and the equitable distribution of costs between municipalities.

The need for new OPP governance regulations is as a result of the new *Community Safety and Policing Act, 2019*. Key governance-related changes include:

Structure of Boards and Local Say

- There shall be one OPP detachment board per detachment (with flexibility for unique circumstances/geography). A board's composition, terms of office, and remuneration will be provided for in regulations and has yet to be determined.
- In effect, these changes extend police governance to about 200 municipalities (which do not have a board, ie. Section 5.1) but will consolidate multiple existing boards within a detachment.

Activity of Boards

- Boards shall determine local objectives, priorities, and policies in consultation with the Detachment Commander, consistent with the Solicitor General's strategic plan for the OPP.

- Boards shall consult with the Commissioner of the OPP regarding the selection of the Detachment Commander.
- The Detachment Commander shall prepare and adopt a local action plan in consultation with the board.
- Training for board members will become mandatory (Ministry support and funding is needed).

Financial Considerations

- There will be no distinction between contract and non-contract in the future. Effectively all policing will become contract.
- The focus of the billing related regulations will be to address transition matters and to account for service differences between municipalities as well as existing contracts expiring at the end of 2020.
- It should be noted, billing model changes will not lower the overall cost of policing for the municipal sector.

OPP Governance Advisory Council (Provincial)

- The establishment of this Council is to provide advice to the Solicitor General with respect to the use of the Solicitor General's powers related to the OPP.
- More generally, this change will enhance civilian governance of the OPP.

AMO Advocacy

AMO has impressed upon the Ministry of the need for:

- open and transparent discussions;
- a recognition that policing is fundamentally local (ie. it is important to maintain the close proximity of a community to its board and the police);
- locally workable governance arrangements; and
- the representation of every municipal council.

Key Municipal Considerations

For local elected officials participating in the government's consultation, here are some key considerations:

1. For communities without existing police service or detachment boards: boards are an opportunity to expand the democratic oversight and governance of policing. In the words of Sir Robert Peel, the father of modern policing, "the police are the public and the public are the police." A detachment board helps to align policing objectives, priorities, and policies with community expectations.

2. For communities with existing OPP boards: the legislation aims to consolidate existing municipal board boundaries with OPP detachment board boundaries (thus potentially including multiple neighbouring municipalities in the same detachment). However, the legislation provides for flexibility to address unique geographic circumstances. If you feel your area's needs are unique, help the Ministry understand that uniqueness in a province-wide context.
3. The size and composition of detachment boards have not been determined. This is your opportunity to inform the regulations which will determine board composition.
4. On the issue of policing costs, speak to your local circumstances. Highlight areas where your property taxpayers would benefit from greater transparency or illustrate steps that could be taken to improve the efficiency and effectiveness of policing in your community (ie. shift scheduling). This should include highlighting the need that all new policing regulations (governance and operations) should aim to improve the efficiency and effectiveness of policing and not drive policing costs even higher.
5. On the issue of OPP billing, note that billing changes alone will not lower the overall cost of policing by the OPP. The equitable distribution of costs across the detachment is a key goal of all municipalities.

The Solicitor General has advised that regional roundtable meetings will be taking place in Kenora, Thunder Bay, Sudbury, Timmins, London, Brockville, and Orillia. The Ministry will communicate the dates and times of these meetings shortly in separate correspondence.

In addition, the Ontario Association of Police Service Boards is convening an [OPP Governance Summit](#) on January 30, 2020 which will include a presentation by the Ministry.

AMO will continue to engage the Ministry in discussions related to OPP detachment boards and other regulations which affect policing (OPP and own-force) in all municipalities in the months ahead. Please feel free to relay any positions or concerns of sector-wide interest to AMO.

AMO Contact:

Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

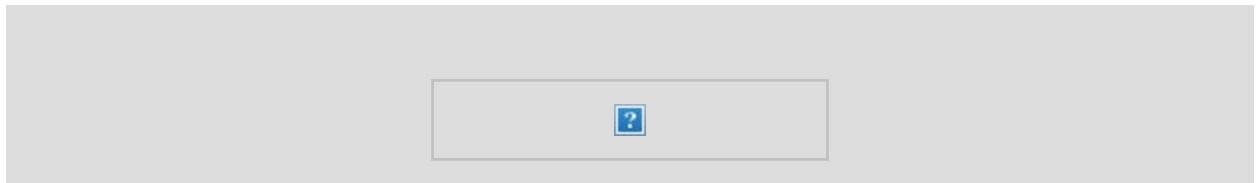
*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

Wish to Adjust your AMO Communication Preferences ? [Click Here](#)



From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: Infrastructure and Court Security Funding News
Date: Friday, January 17, 2020 1:06:07 PM

AMO Update not displaying correctly? [View the online version](#)
 Add Communicate@amo.on.ca to your safe list

AMO Policy Update



January 17, 2020

Infrastructure and Court Security Funding News

2020 Ontario Community Infrastructure Fund (OCIF) Allocations Announced

On January 17, 2020, the Honourable Doug Ford, Premier of Ontario, [announced](#) the 2020 OCIF allocations for 424 Ontario municipalities. The 2020 OCIF formula allocation is \$200M, the same amount as 2019. AMO welcomes the province's commitment to provide stable, predictable infrastructure funding.

OCIF provides formula funding for core road, bridge, water, wastewater and stormwater infrastructure systems in Ontario communities with populations under 100,000 residents as well as rural and northern municipalities. Originally \$100M split evenly between formula and application funds, OCIF has evolved to provide \$200M in full formula funds that can be banked for up to five years so municipal governments can save for important projects.

AMO understands that the Ministry of Infrastructure will write to individual recipients per their regular practice to confirm details. In the meantime, municipal officials interested in their community's allocation can access it [here](#).

Municipal officials interested in the evolution of OCIF and its relationship to other infrastructure funding programs can review AMO's [information update](#) to members on this subject from October 3, 2019.

AMO Contact:

Craig Reid, Senior Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

Court Security and Prisoner Transportation Funding

On January 16, 2020, the Honourable Sylvia Jones, Solicitor General, wrote to AMO President Jamie McGarvey to indicate that the province will be proceeding with this funding for 2020. The envelope remains at \$125 million. Municipal governments will receive their allocation notices shortly. Any questions related to allocations should be directed to the Ministry of the Solicitor General.

This announcement maintains historic provincial funding for 2020. It helps to offset municipal costs associated with providing security to provincial courthouses and transporting prisoners to and from those facilities.

AMO Contact:

Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

Wish to Adjust your AMO Communication Preferences ? [Click Here](#)



From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO WatchFile - January 16, 2020
Date: Thursday, January 16, 2020 9:07:04 AM

AMO WatchFile not displaying correctly? [View the online version](#)
 Add Communicate@amo.on.ca to your safe list

AMO WatchFile banner



January 16, 2020

In This Issue

- Municipal - Conservation Authority MOU planning services.
- A Digital Citizen Relationship Management solution for AMO members.
- Webinar on school bus stop arm cameras.
- OSUM 67th Conference & Trade Show hosted by the County of Brant.
- AMO Conference 2020 Exhibit Hall Early Bird registration available until January 31.
- Book your accommodation for the 2020 AMO Conference in Ottawa, August 16-19.
- AMO's social media webinar series is back by popular demand!
- Three instant benefits of the Municipal Group Buying Program.
- Traffic Supplies webinar: Municipal Group Buying Program.
- Apply for a ParticipACTION Community Better Challenge grant.
- Career with Halton Region.

AMO Matters

A template for planning services from Conservation Authorities has been developed. If you need a tool to establish or renegotiate your agreement with a Conservation Authority, this [template](#) is a good place to start.

Looking to digitally manage your engagement with the public as well as your interactions across municipal departments efficiently? AMO's partner, [Frequency Foundry](#), has the solution. Frequency Foundry is pleased to exclusively offer the [Signal 311](#) CRM and Citizen Engagement solution to AMO members at a preferred price. [Read the brochure](#) for more details.

Provincial Matters

The Ministry of Transportation is offering a webinar on January 31, 10:30 - 11:30 a.m. on school bus stop arm camera technology and possible future changes. The webinar will cover potential signage requirements, disclosure and other contemplated evidentiary requirements. Municipal government officials interested in accessing the webinar can [join the Zoom Meeting](#) using Meeting ID: 561 648 745. To avoid any audio issues, please call in to 416.212.8014 or long distance at 1.866.500.5845, Conference ID 1962066 at the time of meeting.

Eye on Events

Scheduled for April 29 through May 1, the 2020 OSUM Conference and Trade Show will be another must attend event. Delegate [registration](#) and [exhibit hall registration](#) is now open.

Are you a municipal supplier or vendor? Do you have a product or service that would benefit the municipal sector? For AMO and municipal industry partners, this Conference is an unparalleled opportunity to make and solidify relationships with the municipal sector. Showcase your products or services at the AMO Conference in Ottawa, from August 16-19, 2020. [Reserve your booth today!](#)

2020 AMO Conference guest room booking opened on January 7 at 10:00 a.m. AMO has arranged hotel accommodations for delegates at eight hotels in downtown Ottawa. Although The Westin Ottawa and Fairmont Chateau Laurier are sold out, hotel rooms are still available at the remaining hotels. Please [click here](#) to book your rooms and for all information on accommodation.

As elected officials living in the spotlight, effective communication is essential! Designed to help you navigate social media effectively, these 1 hour lunch & learn workshops will provide the tactics to promote good news, manage issues professionally, and leverage traditional and social media. [Register now](#) for 1 or all 4 webinars.

LAS

Those in the [Municipal Group Buying Program](#) instantly benefit from (1) time savings by not having to RFP, (2) the buying power of over 2500 municipal participants, and (3) access to national account pricing through local vendors. There's no time like the present to check out this popular NEW program!

Webinar January 29 at 10 am - Did you know our [Municipal Group Buying Program](#) offers signs, road markings, and other traffic control systems? Register for the webinar to learn what this involves and how ATS Traffic can help you keep your communities safe? [Register for the webinar](#) to learn what this involves and how ATS Traffic can help you keep your communities safe.

Municipal Wire*

The [ParticipACTION Community Better Challenge](#) is back from June 1-21, 2020. Municipalities, schools, sport groups and workplaces are encouraged to get active, host events and track minutes to help their community be named Canada's Most Active Community and win \$150,000. Organizations can apply for a grant from January 27 thru February 28 to support their events. For inquiries about the challenge, please email info@participACTION.com.

Careers

[Waste Management Operator II - Region of Halton](#). This is a temporary full-time position working 40 hours per week, up to twelve (12) months. Department: Public Works. Location: Halton Waste Management Site (HWMS). Posting No.: PW-005-20. Posting Expires: January 23, 2020. Please apply online at Halton Region [Current](#)

Employment Opportunities.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

[AMO Watch File](#) Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[ONE Investment](#)

[Media Inquiries](#) Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
To unsubscribe, please [click here](#)



From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO WatchFile - January 23, 2020
Date: Thursday, January 23, 2020 9:03:49 AM

AMO WatchFile not displaying correctly? [View the online version](#)
 Add Communicate@amo.on.ca to your safe list

AMO WatchFile banner



January 23, 2020

In This Issue

- Municipalities' Best Practices - Streamlining the Development Review Process.
- New online course on Asset Management for elected officials.
- A Digital Citizen Relationship Management solution for AMO members.
- Webinar on school bus stop arm cameras.
- Free Asset Management webinar series for staff and elected officials.
- OSUM 67th Conference & Trade Show hosted by the County of Brant.
- 2020 AMO Conference Exhibit Hall Early Bird registration available until January 31.
- Municipal Social Media Use webinar - January 29.
- LAS Blog: Understanding Rising Insurance Rates.
- New offerings available through Municipal Group Buying Program!
- Traffic Supplies webinar: Municipal Group Buying Program.
- Careers.

AMO Matters

To help you shorten development application review timelines, AMO's [best practices guide](#) is now available. Find ways to improve the processes, timelines, tools, and see municipal case studies. To share your municipality's planning best practices, submit on our [website](#).

[Asset Management: A Primer for Elected Officials](#) is an online, at-your-own-pace course that provides fundamental information on asset management and how it can be used as a decision-making tool by Council. Elected Officials will be provided free access upon [request](#).

Looking to digitally manage your engagement with the public as well as your interactions across municipal departments efficiently? AMO's partner, [Frequency Foundry](#), has the solution and is pleased to exclusively offer the [Signal 311 CRM](#) and Citizen Engagement solution to AMO members at a preferred price. [Read the brochure](#) for more details.

Provincial Matters

The Ministry of Transportation is offering a webinar on January 31 on school bus stop

arm camera technology and possible future changes. The webinar will cover potential signage requirements, disclosure and other requirements. Municipal government officials interested in the webinar can [join the Zoom Meeting](#) using Meeting ID: 561 648 745. To avoid any audio issues, call in to 416.212.8014 or long distance at 1.866.500.5845, Conference ID 1962066 at the time of meeting.

Eye on Events

The asset management webinar series will introduce new tools and templates that AMO piloted with a group of municipalities in partnership with FCM's [Municipal Asset Management Program](#). The first webinar on Asset Management Governance Structure is on January 30. [Registration for all four webinars is now open](#).

Scheduled for April 29 through May 1, the 2020 OSUM Conference and Trade Show will be another must attend event. Delegate [registration](#) and [exhibit hall registration](#) is now open.

Are you a municipal supplier or vendor? Do you have a product or service that would benefit the municipal sector? For AMO and municipal industry partners, the AMO Conference is an unparalleled opportunity to make and solidify relationships with the municipal sector. Showcase your products or services at the AMO Conference in Ottawa, from August 16-19. [Reserve your booth today!](#)

There is still time to register for the 1 hour webinar *Municipal Social Media Use: What's New and What's Next*. As elected officials living in the spotlight, this webinar is designed to help you navigate social media effectively. AMO is offering 4, 1 hour webinars that provide tactics to promote good news, manage issues professionally, and how to leverage traditional and social media. [Register now](#) for 1 or all 4 webinars.

LAS

Many of our members have noticed a jump in insurance costs recently. Read this week's [LAS Blog Post](#) from our partners at Cowan Insurance Group to understand the factors behind insurance rates.

Check out the newest products available through the [Municipal Group Buying Program](#). Our [Culvert Offering](#) supplies corrugated pipe, guard rails, bridge plates and more! Use the [Ground Engagement Offering](#) for things like grader/snow-plow blades, teeth, and other ground tools. Contact [Tanner \(southern Ontario\)](#) or [Ainsley \(northern Ontario\)](#) to get started.

Webinar January 29 at 10 am - Join us to hear from [ATS traffic supplies](#), providers of signs, road markings, and other traffic control systems. [Register here](#) to learn how this offering, part of the [Municipal Group Buying Program](#), saves you time and money.

Careers

[Assistant Deputy Minister, Anti-Racism Directorate - Ministry of the Solicitor General](#). Reports to: Deputy Solicitor General, Correctional Services. Location: Toronto. Job Term: 1 Permanent. Job ID: 145296. Please apply online, only, by Wednesday, January 29, 2020, by visiting [Ontario Public Service Careers](#). Please follow the

instructions to submit your application.

Director of Operations - Town of Goderich. Reports to: Chief Administrative Officer. Application deadline: January 31, 2020. Please mail or drop off a cover letter and resume in confidence to the following address or email one PDF document to goderichinfo@goderich.ca. Address: Town of Goderich – Human Resources, 57 West Street, Goderich, ON N7A 2K5. Phone: 519.524.8344.

General Manager, Corporate Services/Legal - City of Orillia. Reports to: Chief Administrative Officer. Applicants are invited to submit a resume (MS Word or PDF Format) in confidence by February 7, 2020 at noon to: Lori Bolton, CHRL, Director of Human Resources, City of Orillia, 50 Andrew St. South, Suite 300, Orillia, ON L3V 7T5. Email: lbolton@orillia.ca; Fax: 705.325.5904. Please refer to the City's website for the full job description.

Director, Business Development, Communications & Strategic Initiatives - City of Orillia. Reports to: Chief Administrative Officer. Applicants are invited to submit a resume (MS Word or PDF Format) in confidence by February 7, 2020 at noon to: Lori Bolton, CHRL, Director of Human Resources, City of Orillia, 50 Andrew St. South, Suite 300, Orillia, ON L3V 7T5. Email: lbolton@orillia.ca; Fax: 705.325.5904. Please refer to the City's website for the full job description.

Assistant Deputy Minister (ADM), Inspectorate of Policing - Ministry of the Solicitor General. As ADM, Inspectorate of Policing, you will have the opportunity to provide oversight, strategic direction, executive leadership and decision-making that supports the development, implementation and enhancement to a new organization that ensures compliance and consistent application of the *Community Safety and Policing Act*. Please apply online, only, by Friday, February 7, 2020.

Director of Corporate Services - City of Sarnia. Reports to: Chief Administrative Officer. Closing Date: February 9, 2020. Qualified applicants are invited to submit a resume in confidence to hr@sarnia.ca indicating "2020-15 – Director of Corporate Services".

Manager, Strategic Economic Initiatives #25017 - York Region. Department: Corporate Services, Planning & Economic Development Branch. Location: Newmarket. Status: Regular, Full-Time. Reports to: Director, Economic Strategy. Please apply online at York Region Job Opportunities by 4:30 p.m., February 10, 2020.

Manager, Inspections - City of Richmond Hill. Reports to: Director, Regulatory Services/CBO. Job Type: Full Time. Posting ID: 407. Application Deadline: February 14, 2020. For more information about this position and to apply online, please see Richmond Hill Employment.

General Manager, Business Development & Enterprise Services - City of Guelph. Reports to: Deputy Chief Administrative Officer, Infrastructure, Development & Enterprise. To further explore this opportunity and to receive a comprehensive

Position Profile, please contact Kartik Kumar, Partner at Legacy Executive Search Partners by email at guelphgm@lesp.ca. The deadline for all applications is February 17, 2020.

Chief Financial Officer - Ottawa Police Service. A complete job description (.docx) is available at Ontario Police Service External Opportunities. Please submit, by Thursday, February 27, 2020, a letter of interest and detailed resume to civilianstaffing@ottawapolice.ca. Please quote 2020-004 CFO in the subject line of your email.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](https://twitter.com/AMOPolicy) on Twitter!

AMO Contacts

AMO Watch File Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
To unsubscribe, please [click here](#)



TOWN OF FORT FRANCESMINUTESSESSION NO. #001January 8, 2020

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on January 8, 2020 from 8:30 a.m. to 10:25 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO, Adam Mitchell (8:30 a.m. to 8:55 a.m.) and Doug Judson (8:45 a.m. to 9:11 a.m.).

1 Call to Order

1.1 The meeting was called to order at 8:30 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on December 4, 2019 - the minutes were approved as circulated.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Annual Energy Conservation and Demand Management Report - the administration report was approved as presented. (Adam Mitchell was in attendance 8:30 a.m. to 8:55 a.m.)

5.2 Letter Dated November 20, 2019 Re: Single Use Plastics - the committee recommended to bring forward the amended by-law. (Doug Judson was in attendance from 8:45 a.m. to 9:11 a.m.)

5.3 2020 Investing in Canada Infrastructure Program Funding Agreement - Colonization Road West - the administration report was approved as presented.

- 5.4 Lakeside Process Controls Support Agreement Renewal - the administration report was approved as recommended.
- 5.5 Award of Tender 19-OF-14 - 2020 Colonization Road Reconstruction - the tender report was approved as recommended.
- 5.6 First Draft of 2020 Operating and Capital Budget for Operations and Facilities Division - the first draft was received by the committee.

6 Information

- 6.1 Fort Frances Wastewater Treatment Facility November 2019 Monthly Report - the monthly report was received and will be forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

- 7.1 The meeting adjourned at 10:25 a.m.

Next meeting January 22, 2020.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

Doug Cuthbertson – Chair Northwoods	A	Chamber of Commerce Representative Jennifer Soderholm	A
Ed Gackley Flinthouse	P	Doug Judson – Town Councilor Town of Fort Frances	P
Shelley Wepruk Secretary	P	Stacey Cridland Flint House	P
Pam Williams) 4 Your Pets	A		
Scott Krinke-Turvey Inkspotz	P		
Katie Trimble B93	A		
Pat Gartshore Gartch's International Pub	P		
Natalie Donaldson Betty's	A		
RRFDC Representative Geoff Gillon	A		
Jennifer Horton Curvy Chick	A		

1. Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Pat Gartshore opened the meeting. The meeting was called to order at 8:15 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. The board welcomed Stacey & Blair.

2. Approval of Minutes

B.I.A Board of Management Meeting –11 December, 2019

Copies of the minutes from the 13 November 2019 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Ed Gackley/Scott Krinke Turvey
TO accept the minutes presented of November 13, 2019
Also to ratify all motions made on that date.
No against or abstentions
CARRIED



3. Accounts Payable & Financial Report

Motion #2 –Ed Gackley/Stacey Cridland
TO accept the total payable for, July, 2019 in the amount of \$7687.20
No against or abstentions
CARRIED

4. New Business

1. Basket Decorations

5. Business Arising from the Minutes

Finance and Administration Committee

1. No Report

Promotions Committee

1. No Report

Maintenance Committee

1. No Report

Chamber of Commerce

1. No Report

Social Media

1. No Report

New Business

1. Basket Decorations were discussed and it was decided that we need new ones and lights in particular. Shelley advised that Twila had messaged her and she also wants to change things up for next year.

Motion #1 Ed Gackley/Pat Gartshore

- TO set a budget for \$1,000.00 for new Christmas decorations for baskets
- Also to ratify all motions made on that date.

No against or abstentions

CARRIED

6. Old Business

1. Discussion was held to light up Market Square as well as the tree next year. Only 1/2 of the new lights which we ordered were used this year. Half of the new lights are coloured and half of them are clear. This makes for us being able to either put more on the tree next year or to keep them separate and alternate between coloured one year and clear the next.
2. Next year it was suggested that we have carolers and hot chocolate available at the tree lighting to make it more festive.
3. Festival of Frost DID NOT develop this year. This subject need more discussion.
4. It was suggested that we do not conflict with Emo's parade or Holly Days next year.
5. Parade was well received with 27 floats participating.
6. Speed on Scott Street was once again brought up. Doug Judson will talk to Travis Robb and ask him to attend a meeting and discuss this with us.

Setting of Next Board Meeting

Motion # Doug Judson

To close the meeting

No against or abstentions

All in agreement – CARRIED - Meeting Closed at 8:47 a.m.

The next meeting date will be 8 January, 2020, 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.