

TOWN OF FORT FRANCES

AGENDA - October 26, 2020

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 050) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 ~~Prayer~~ 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 - None.

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated October 13, 2020 from J. Loerzel, Community Family Violence Counsellor, Riverside Health Care Facilities re: Shine the Light on Woman Abuse proclamation and flag raising
- will be advised of Council's proclamation and flag raising will be coordinated with Mayor Caul's office.

4 - 5

3.3 Letter dated October 15, 2020 from D. Hayes, CAO/Clerk-Treasurer, Township of Albertain re: Provision of Dog By-law Enforcement Services
- will be referred to the Planning & Development Executive Committee for recommendation.

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3.4 Letter dated October 18, 2020 from K. Perry, K. Perry Jr. and M. Perry, Fifth Street Property Owners re: Zoning and Official Plan concerns
- will be referred to the Planning & Development Executive Committee for recommendation.

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3.5 Letter dated October 19, 2020 from Cde. N. Piccinato, Poppy Chairperson, Branch 29, Royal Canadian Legion re: Proclamation Request

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- will be advised of Council's proclamation with flag raising and poppy pinning coordinated with Mayor Caul's office.

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3.6 Letter dated October 21, 2020 from G. Friesen, New Fort Development re: Financial Incentive Program request - will be referred to the Planning & Development Executive Committee for recommendation.	10
4. <u>Approval of Council Minutes: *</u>	
4.1 Session No. 049 dated October 13, 2020	
5. <u>Approval of Committee of the Whole Minutes: *</u>	
5.1 Session No. 050 dated October 13, 2020	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 By-law 47/15-A being a by-law to amend a haulage agreement with Emterra Environmental for transportation of recyclable materials.	11 - 13
7.2 By-law 48/15-A being a by-law to amend a processing agreement with Emterra Environmental for processing services for non-hazardous solid waste/recyclables.	14 - 16
7.3 By-law 24/19-B being a by-law to amend the funding agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for a feasibility study.	17 - 20
7.4 By-law 39/20 being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as Represented by the Minister of Transportation through its Connecting Links Program.	21 - 65
7.5 By-law 40/20 being a by-law to authorize entering into an agreement with Tom Veert Contracting Limited with respect to the sale of certain lands (1150 Portage Avenue North).	66 - 74
7.6 By-law 41/20 being a by-law to authorize the execution of an agreement with George Armstrong Co. Limited for 2020 King's Highway Widening between Pit Rd #1 and Pit Rd #2 within the Town of Fort Frances awarded through the public tender process.	75 - 81
8. <u>New Items:</u>	
8.1 ROMA 2021 Conference	82 - 84
9. <u>Information Correspondence - None.</u>	
10. <u>Minutes:</u>	
10.1 Administration and Finance Executive Committee dated September 22, and October 6, 2020.	85 - 88

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10.2 Operations & Facilities Executive Committee dated October 7, 2020	89 - 90
10.3 Planning & Development Executive Committee dated October 5, 2020	91 - 92
10.4 Community Services Executive Committee dated October 5, 2020 and September 21, 2020	93 - 94
11. <u>Non-agenda Items</u>	
12. <u>In-Camera:</u>	
12.1 Personal matters about an identifiable individual, including municipal or local board employees: In Trust Funding (Tabled at October 13th meeting)	
12.2 Personal matters about an identifiable individual, including municipal or local board employees: Potential Staffing Change	
13. <u>Public Session Resumes:</u>	
14. <u>ADJOURNMENT</u>	
15. <u>* Previously distributed to Council</u>	
16. <u>** Items can be viewed by contacting the Clerk</u>	



October 13, 2020

Dear Mayor Caul and Fort Frances Town Council,

November is woman abuse awareness and prevention month and Riverside Community Counselling Services, a program of Riverside Health Care (RHC), is once again pleased to announce the sponsorship of the Shine the Light Campaign.

Shine the Light is a campaign that was initiated in London, Ontario by the London Abused Women's Centre to increase public awareness of the ongoing issue of woman abuse. The campaign's signature colour purple is used to symbolize courage, survival, and honour. November 13, 2020 will be the official "Wear Purple Day" to stand in solidarity with those women who have experienced and endured abuse.

On behalf of the Shine the Light Campaign, we would be honoured if Mayor Caul and the Fort Frances Town Council would assist in shining a light on the issue of woman abuse by proclaiming the month of November as Woman Abuse Awareness and Prevention Month for the town of Fort Frances. With this, we are hoping to raise our campaign flag for the month of November at the Civic Centre, and we are also seeking your approval to turn the Town Square purple for November by decorating the Square with purple lights and posters.

Thank you very much for your time and consideration.

Respectfully,

Jacquee Loerzel, M.S.W., R.S.W.
 Community Family Violence Counsellor
 Riverside Community Counselling Services
 Riverside Health Care Facilities
 (807)-274-4807(1)





The Corporation of the Township of Alberton

Corner of Hwy 11/71 & Hwy 611 South - Mailing Address: RR #1 – B2, 3 Hwy 611 S, Fort Frances, Ontario, P9A 3M2

Telephone: 807-274-6053

Fax: 807-274-8449

e-mail: alberton@jam21.net

website: www.alberton.ca

October 15, 2020

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

ATTENTION: Mr. Patrick Briere,
Municipal Law Enforcement Officer

Dear Sir:

Re: Request for Provision of Dog By-Law Enforcement Services to Township of Alberton

Council for the Township of Alberton has asked that I contact the Town of Fort Frances to determine whether the Town is interested in providing dog by-law enforcement services in the Township of Alberton and, if so, the cost of such service. Because there are few incidents which have occurred in Alberton over the years, Council is interested in a fee-for-service cost arrangement with service provided on an "as requested" basis.

I acknowledge that there are protocols for consideration which must be followed in order for the Town to process this request, and that determining service costs and method of calculation may take some time. However, I would appreciate it if you would let me know by November 10, 2020 whether or not the Town has any interest in providing the service in Alberton. This information will enable Council to determine what steps are to be taken in the event the Town does not wish to provide the service.

If you have any questions, please do not hesitate to contact me by email or telephone.

Thank you for your time. I look forward to hearing from you.

Yours truly,

Dawn Hayes, CMO
CAO/Clerk-Treasurer, CEMC

Oct. 18 2020



MAYOR AND COUNCIL

TOWN OF FORT FRANCES

In recent history, 2008-2012, the Town of Fort Frances reviewed and updated the official plan and amended the planning by-law to reflect the changes. The Town in its discretion, rezoned properties within the town. My property at 245 Fifth Street East was one such property. The changes to the zoning was completed without direct contact with the property owners. There were no fees directed at the property owners, and the public notice to the process was of little consequence. The property in question was the area along Fifth East from Portage Ave. to the C N yard to the west. The entire area was rezoned from Residential to Enterprise, with an employment designation attached. At first glance the change is a good fit as at the time the Town was looking into more commercial and industrial areas to develop, the industrial park area was being bought up, and other serviced areas were in short supply. Enterprise zones allow for a wide array of uses while allowing existing uses to be continued, as is. However the individual lots within the area are not conducive to Enterprise as they are all too small, unless the vacant area next to the alley is attached to the adjacent home. Lots smaller than a frontage width of 75' are not allowed to be Enterprise. The side yard limits are about 6 meters. Except for the above noted property, none of the other lots are large enough to be designated Enterprise.

Because of the allowed uses in an Enterprise zone, I have been approached by an individual to sell my property. Upon closer investigation, he and I have discovered that my property has been deemed almost useless, unless the existing structure is left as is and the Enterprise designation is not exercised. Additions to the "residence" are not allowed, as a residential addition is not an existing condition.

The entire area would be better served to be zoned General Commercial, as frontage and side yard requirements do not restrict the use of any individual lot. The employment designation could remain. Leaving the Enterprise Zoning is of no value to the homeowners nor the Town

which is seeking useable serviced properties that can now and in the future become commercial property with an expanded employment and tax base.

SINCERELY,

KEN PERRY

KEN PERRY JR.

MEGAN PERRY

Three handwritten signatures in blue ink are stacked vertically. The top signature is 'Ken Perry', the middle is 'Ken Perry Jr.', and the bottom is 'Megan Perry'.



FORT FRANCES BRANCH 29, MANITOBA AND NORTHWESTERN
ONTARIO COMMAND
The Royal Canadian Legion
250 Church Street
Fort Frances, ON P9A 1C8

Office Phone 807-274-0129 Lounge Phone 807-274-5462
Kitchen Phone 807-274-3772 Fax # 807-274-6740
e-mail: rcl29mbnwo@gmail.com



Comrade Ann Watson
PRESIDENT

Veronica Davis
OFFICE MANAGER

October 19, 2020

Town of Fort Frances
320 Portage Ave.
Fort Frances, ON
P9A 3P9

ATTN: Lisa Slomke

Dear Ms. Slomke:

Re: Proclamation Request

I am writing on behalf of the Fort Frances Royal Canadian Legion in regard to Poppy Week. As November 11th approaches, we at the Legion begin our preparation of Poppy sales and Cenotaph activities.

In honor of our Veterans, October 30 to November 11th, has been designated for the Poppy Campaign and we are hoping the Town will make a proclamation in the paper, and that the Mayor will be available to have the first Poppy pinned on for a picture for the paper.

Please contact me at the above number or by e-mail if you have any questions. Thank you in advance for your consideration.

Sincerely,

Cde. Noris Piccinato
Poppy Chairperson, Branch 29

October 21, 2020

To the Fort Frances Mayor and Town Council,

Perhaps the most earnest statement to begin this letter is to say that we have a lot in common. Each of you wouldn't voluntarily opt to spend so many hours here in this room if you didn't really believe that this community – made up of both endearing geography and neighbourly citizens – is moving towards reaching its greatest potential.

We certainly wouldn't be investing our resources here if we didn't think the same. We would be buying real estate in another community. Our demolition of the derelict building which formerly housed the famed Dough & Deli Shoppe at 814 Scott Street was the first step in our redemptive development philosophy.

You see, we're a small development company with plenty of optimism who saw a glaring need for the community and acted upon it. It's no surprise that very need is listed as the first objective on the Town's Official Plan:

1. To provide for a variety of housing types to meet the demands of the present and future inhabitants of the Town

As your group is well aware, achieving that objective cannot happen unless people are willing (and hopefully eager) to see beyond life as it is today. The 18-unit apartment building that will be erected at 814 Scott Street will help the Town make that objective a reality. Our mission is to honour the past, which so many of the town's inhabitants played vital roles in, while taking risks to build something new. That pairs rather nicely with some additional objectives of the Town's Official Plan including:

- adapting to change, attractive development that encourages investment, viability of the Downtown Business Area

You as the Town Council have already made landmark improvements under the Community Improvement Plan and we are proud that our residential building project is home to the Downtown Core and Waterfront Project Area, where we believe the best is yet to come.

As kindly suggested by the Town's Building Inspector, we are writing this letter as a first step in applying for funding under the Financial Incentive Program to offset Town application costs. Please inform us how to proceed further.

George Friesen for New Fort Development

TOWN OF FORT FRANCES

BY-LAW NO. 47/15 - A

(Being a by-law to amend a Haulage Agreement with Emterra Environmental for transportation of recyclable materials.)

WHEREAS on September 14th, 2015, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a haulage agreement with Emterra Environmental with respect to transportation of recyclables from the Municipal Transfer Facility to the Emterra Recycling Facility in Winnipeg, MB;

AND WHEREAS on October 13, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities to enter into an extension agreement with Emterra Environmental to December 31, 2024 with two options to extend for a period of 1 year each.

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

1. That the extension to the haulage agreement in the form attached hereto as Schedule “A” with Emterra Environmental 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 26th day of October 2020.

J. Caul, Mayor

E. Slomke, Clerk

AMENDMENT TO HAULING AGREEMENT

THIS AGREEMENT made as of the 15th day of October, 2020.

BETWEEN:

HALTON RECYCLING LTD. DBA EMTERRA ENVIRONMENTAL
(hereinafter called the "**Contractor**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter called the "**Municipality**")

OF THE SECOND PART

WHEREAS by a hauling agreement executed by the Contractor and the Municipality effective October 8, 2015 (the "Original Hauling Agreement"), the Contractor agreed to provide transportation services for Recyclable Materials to the Municipality for a term commencing September 14, 2015 and expiring September 13, 2020; and

WHEREAS the Contractor and the Municipality acknowledge and agree that the Original Hauling Agreement has remained in effect following the end of the referenced term on the same terms provided in the Original Hauling Agreement; and

WHEREAS the Contractor and the Municipality have agreed to amend the Original Hauling Agreement in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other (the receipt and sufficiency whereof are hereby acknowledged) and other mutual covenants and agreements, the parties do hereby agree as follows:

1. EXTENDED TERM

The Term of the Original Hauling Agreement is hereby extended for a further period of four (4) years and 109 days, commencing September 14, 2020 and expiring December 31, 2024 (the "Extended Term").

2. PRICE

The rate per trip for Agreed Recyclable Materials hauled from the Transfer Station – previously described under Section 8.0 (a) of the Original Hauling Agreement – shall be increased to \$1725.90 per trip, plus HST. The Contractor and the Municipality acknowledge that all other pricing terms under the Original Hauling Agreement have increased annually in accordance with escalation provisions of Section 9.0 and that such escalation provisions shall remain in full force and effect with appropriate updates to the dates of such adjustments, commencing with July 1st, 2021 as the next date for such adjustments. The parties further acknowledge and agree that as of the date of this Agreement the Baseline Fuel Price for diesel gas is set at 105.7 cents per litre (plus applicable taxes) and references to the Baseline Fuel Price for compressed natural gas (CNG) shall be eliminated.

3. PERFORMANCE BOND OR LETTER OF CREDIT

Section 19.0 of the Original Hauling Agreement shall be deleted. The Municipality no longer requires a bond or letter of credit from the Contractor.

4. SEVERABILITY

Each provision of this Agreement and the Original Hauling Agreement is distinct and severable. If any provision of this Agreement or the Original Hauling Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a Court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement and the Original Hauling Agreement; or the legality, validity or enforceability of that provision in any other jurisdiction.

5. ACCEPTANCE DATE

The Municipality shall have until 5 o'clock p.m. EST on October 8, 2020 to sign and return this Agreement to the Contractor. If this Agreement, signed by the Municipality, has not been received by the Contractor by the aforementioned time and date, then the terms proposed herein shall be no longer applicable and this Agreement shall be null and void.

6. The amendments to the Original Hauling Agreement expressed herein shall come into force as of September 14, 2020 and the parties confirm that in all other respects, the terms, covenants and conditions of the Original Hauling Agreement remain unchanged and in full force and effect. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Original Hauling Agreement.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written by affixing their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

HALTON RECYCLING LTD. DBA EMTERRA ENVIRONMENTAL



PER: Paulina Leung
I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

DATED: October 15, 2020

THE CORPORATION OF THE TOWN OF FORT FRANCES

PER:
I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

WITNESS

TOWN OF FORT FRANCES

BY-LAW NO. 48/15 - A

(Being a by-law to amend a Processing Agreement with Emterra Environmental for processing services for non-hazardous solid waste/recyclables.)

WHEREAS on September 14th, 2015, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a processing agreement with Emterra Environmental with respect to processing of recyclables;

AND WHEREAS on October 13, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities to enter into an extension agreement with Emterra Environmental to December 31, 2024 with two options to extend for a period of 1 year each.

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

1. That the extension to the processing agreement in the form attached hereto as Schedule “A” with Emterra Environmental 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 26th day of October 2020.

J. Caul, Mayor

E. Slomke, Clerk

AMENDMENT TO PROCESSING AGREEMENT

THIS AGREEMENT made as of the 15th day of October, 2020.

BETWEEN:

HALTON RECYCLING LTD. DBA EMTERRA ENVIRONMENTAL
(hereinafter called the "**Contractor**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter called the "**Municipality**")

OF THE SECOND PART

WHEREAS by a processing agreement executed by the Contractor on September 27, 2015 and the Municipality on October 8, 2015 (the "Original Processing Agreement"), the Contractor agreed to provide processing services for Non-Hazardous Solid Waste/Recyclables to the Municipality for a term commencing September 14, 2015 and expiring September 13, 2020; and

WHEREAS the Contractor and the Municipality acknowledge and agree that the Original Processing Agreement has remained in effect following the end of the referenced term on the same terms provided in the Original Processing Agreement; and

WHEREAS the Contractor and the Municipality have agreed to amend the Original Processing Agreement in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other (the receipt and sufficiency whereof are hereby acknowledged) and other mutual covenants and agreements, the parties do hereby agree as follows:

1. EXTENDED TERM

The Term of the Original Processing Agreement is hereby extended for a further period of four (4) years and 109 days, commencing September 14, 2020 and expiring December 31, 2024 (the "Extended Term").

2. PRICE

The Base Processing Cost – previously described under Section 8.0 (b) of the Original Processing Agreement – shall be increased to \$128.00 per metric tonne, plus HST. The Contractor and the Municipality acknowledge that all other pricing terms under the Original Processing Agreement have increased annually in accordance with escalation provisions of Section 9.0 and that such escalation provisions shall remain in full force and effect with appropriate updates to the dates of such adjustments, commencing with July 1st, 2021 as the next date for such adjustments.

3. PERFORMANCE BOND OR LETTER OF CREDIT

Section 19.0 of the Original Processing Agreement shall be deleted. The Municipality no longer requires a bond or letter of credit from the Contractor.

4. SEVERABILITY

Each provision of this Agreement and the Original Processing Agreement is distinct and severable. If any provision of this Agreement or the Original Processing Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a Court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement and the Original Processing Agreement; or the legality, validity or enforceability of that provision in any other jurisdiction.

5. ACCEPTANCE DATE

The Municipality shall have until 5 o'clock p.m. EST on October 8, 2020 to sign and return this Agreement to the Contractor. If this Agreement, signed by the Municipality, has not been received by the Contractor by the aforementioned time and date, then the terms proposed herein shall be no longer applicable and this Agreement shall be null and void.

6. The amendments to the Original Processing Agreement expressed herein shall come into force as of September 14, 2020 and the parties confirm that in all other respects, the terms, covenants and conditions of the Original Processing Agreement remain unchanged and in full force and effect. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Original Processing Agreement.

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written by affixing their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

HALTON RECYCLING LTD. DBA EMTERRA ENVIRONMENTAL

 PER: Paulina Leung
 I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

DATED: October 15, 2020

THE CORPORATION OF THE TOWN OF FORT FRANCES

 PER:
 I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

 WITNESS

TOWN OF FORT FRANCES

BY-LAW NO. 24/19-B

(Being a by-law to amend the funding agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for a feasibility study)

WHEREAS on March 25, 2019, Council approved a report from the CAO, which recommends in part that the Town of Fort Frances enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for funding of a feasibility study respecting the Shevlin Woodyard and the Nursing Station (former Resolute property).

AND WHEREAS on November 21, 2019, FedNor agreed to amend Clause 2.1 of the agreement in order to extend the Completion Date.

AND WHEREAS on October 8, 2020, FedNor agreed to further amend Clause 2.1 of the agreement in order to further extend the Completion Date.

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

1. That the amendment 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 26th day of October 2020.

J. Caul, Mayor

E. Slomke, Clerk



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

October 8, 2020

Project Number: 851-511932

Her Worship June Caul
Mayor
The Corporation of the Town of Fort Frances
601 Mowat Ave.
Fort Frances ON P9A 1Z2

Dear Mayor Caul:

**Re: Feasibility study to examine opportunities in re-developing two municipally
owned properties to support the community in diversifying its economy
Amendment Number: 2**

Due to the impact of the COVID-19 pandemic on the project and in response to your request dated September 22, 2020, FedNor is prepared to amend our Contribution agreement of April 25, 2019 and subsequent amendment #1 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before March 1, 2019 (the "Commencement Date") and is completed on or before September 30, 2020 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before March 1, 2019 (the "Commencement Date") and is completed on or before December 31, 2020 (the "Completion Date").

- 2 -

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates

a) Commencement Date - March 1, 2019

b) Completion Date - September 30, 2020

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates

a) Commencement Date - March 1, 2019

b) Completion Date - December 31, 2020

- 3 -

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Mr. Jeffrey O'Brien toll-free at 1-877-333-6673 ext. 8730 or 844-805-8730 in our Thunder Bay office.

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault, Lucie
Date: 2020.10.08 18:54:29 -04'00'

Lucie Perreault
Director of Program Delivery
FedNor

The Corporation of the Town of Fort Frances

Project Number: 851-511932

Amendment Number: 2

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title

TOWN OF FORT FRANCES

BY-LAW NO. xx/20

(BEING a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation through its Connecting Links Program, the *Municipal Act, 2001*)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links.

AND WHEREAS on September 14, 2020, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a contribution agreement with Ministry of Transportation under the Connecting Links Program for funding for reconstruction of King’s Highway (between Pit Road No. 1 and Pit Road No. 2);

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

- 1. That the agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Transportation, in the form of Schedule “A” attached hereto and 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 26th day of October 2020.

J. Caul, Mayor

E. Slomke, Clerk

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT
Funding Made Available Through :
Support For People and Jobs as part of *Ontario's Action Plan: Responding to COVID-19*

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

(“Ontario”)

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “Recipient”)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the “Act”) states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King’s Highway or as an extension of the King’s Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule “A” to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where 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, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“Connecting Link” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“Connecting Links Program” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“Connecting Links Program Guide” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“Contractor” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“Consultant” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Aboriginal Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3**GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT**

- 3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 *Ontario’s Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 *Project Completion.*** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided

under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2020 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the

Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario 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 that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and

injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes

unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

15.7 Date of Termination. In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

16.1 Terms Binding. The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.

16.2 Representatives May Bind Parties. The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.

16.3 Further Assurances. The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

16.4 Agreement Binding. This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.

16.5 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 set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.

16.6 Tolerance Of Indulgence Of Breach Not A Waiver. Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

16.7 Time Is Of The Essence. In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to

the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation

Name: Caroline Mulroney
Title: Minister of Transportation

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Reconstruction of Kings Highway 11/71

Approved Project Name: Reconstruction of Kings Highway

Project Description: Reconstruction of Kings Highway from Pit Road Number 1 to Pit Road Number 2 (Approximately 381 meters)

Project Description Details (from Application):

Reconstruction of a portion of the west entrance to the Town, being Kings Highway from Pit Road Number 1 to Pit Road Number 2. A total of 381 meters of roadway length will be reconstructed.

The project will include the reconstruction of Kings Highway from Pit Road #1 to Pit Road #2. This will include the twinning of this section of roadway to improve traffic flows and alleviate congestion. Also included is the installation of storm sewer mains, catchbasins and laterals to address substandard drainage throughout this area. The key to this project is the replacement and strengthening of the roadway base and sub-base granular materials to address historic wheel track rutting issues. The project was fully designed through 2019 funding through the Connecting Links Program and is 'shovel ready'. As such it is anticipated that the project will be tendered in spring 2020 with the roadway works taking place through the summer of 2020 with base course asphalt being placed in late summer 2020. The surface course asphalt will be installed in the summer of 2021 to limit potential settlement and to achieve a better driving surface.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2022. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2023.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, Ontario P9A 3P9</p> <p>Attention: Travis M Rob, Manager of Operations and Facilities Telephone: 807-274-9893 Fax: N/A Email: trob@fortfrances.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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SCHEDULE “C” FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Nine Hundred and Thirty-Six Thousand, Eight Hundred and Forty-Nine Dollars (\$1,936,849) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$2,152,054 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety Percent (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2020 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2023.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

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MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2020.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2020 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
 - (d) The value of any goods and services which are received through donations or in kind;
 - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
 - (f) Meal, hospitality or incidental costs or expenses of Consultants;
 - (g) Costs associated with completing applications for the Connecting Links Program; and
 - (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

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

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario 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 Ontario 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.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario 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;
- (c) 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 Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) 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;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) 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;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) 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;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario 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;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, 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 Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, 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 Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario 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 Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario 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.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by 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 Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any 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 section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 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 Ontario 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, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2020.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2020-21, a progress report is due on or before July 15, 2020. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any) <i>If so, explain why and by when?</i>

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____ Date: _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20__

 (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

--

SCHEDULE “G” continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE “G” continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
--	----

SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

TOWN OF FORT FRANCES

BY-LAW NO. xx/20

(Being a by-law to authorize entering into an agreement with Tom Veert Contracting Limited with respect to the sale of certain lands – the *Municipal Act, 2001*, c. 25, S.O. 2001.)

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, (the "Act") at section 9, provides that "a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act";

AND WHEREAS the Act, at section 10, subsection (1), provides that "a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public".

AND WHEREAS on October 13th, 2020, Council received a report from the CAO and gave direction to proceed with the sale of certain land to Tom Veert Contracting Limited.

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

1. That the Agreement of Purchase and Sale with Tom Veert Contracting Limited, said document in the form of Schedule "A" attached hereto and forming part of this by-law be signed by the CAO.

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 26th day of October 2020.

J. Caul, Mayor

E. Slomke, Clerk



Form 500

for use in the Province of Ontario

Agreement of Purchase and Sale Commercial

This Agreement of Purchase and Sale dated this 8 day of October, 2020

BUYER: Tom Veert Contracting Limited President - Tom Veert
(Full legal names of all Buyers), agrees to purchase from

SELLER: The Corp of the Town of Fort Frances CAO Douglas Brown
(Full legal names of all Sellers), the following

REAL PROPERTY:

Address 1150 Portage Avenue North, Fort Frances, ON

fronting on the East side of Portage Avenue North

in the District of Rainy River

and having a frontage of 73.5 metres more or less by a depth of 61 metres more or less

and legally described as Pct Blk 39-2 Sec SM33 Pt of Fifth St N PL SM33 McIrvine aka Eighth St closed by A28481 Pt 1 48R 2897 Pt Blk 39 PL SM33

McIrvine Pt 2 & 4 48R 2897; Pt Lane Blk 39 SM33 McIrvine closed by A25692; Pt 3 48R 2897; Fort Frances Pmt#500131864 (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE

Dollars (CDN\$)

Three Hundred Forty Thousand
Three hundred and thousand

290,000.00
340,000.00
300,000.00

DEPOSIT: Buyer submits

Two Thousand
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Dollars (CDN\$) 2,000.00

by negotiable cheque payable to Tichbornes Real Estate "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and 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, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller Buyer INITIAL 3:00 on 9 day of October, 2020, 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 6:00 p.m. on the 30 day of October, 2020. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

TV

INITIALS OF SELLER(S):

DB

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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) 274-4119
(For delivery of Documents to Seller)

FAX No.: (807) 274-4119
(For delivery of Documents to Buyer)

Email Address: ADMIN@TICHBORNES.COM
(For delivery of Documents to Seller)

Email Address: ADMIN@TICHBORNES.COM
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
Solar array and associated equipment

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:**
NIL


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

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

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. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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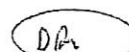
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8. **TITLE SEARCH:** Buyer shall be allowed until 6.00 p.m. on the 23rd day of October, 2020 (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself 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.
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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication 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 (Title Insurance) 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 L4 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 Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party 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.
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.
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.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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- 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 his 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the 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.
- 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. 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.
- 20. 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.
- 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 unless the spouse of the Seller has executed the consent hereinafter provided.
- 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, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 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.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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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 the presence of:

David Kircher
(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

Tom Veert Contracting Ltd.

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

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 the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Don Brown
(Witness)

(Witness)

Corporation of the Town of Fort Frances

(Seller/Authorized Signing Officer)

(Seal)

(Date)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

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 1:00 p.m. this 9th day of October, 2020.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)		
Listing Brokerage	TICHBORNES REAL ESTATE	(807) 274-3221
	DAVID KIRCHER	(Tel. No.)
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	TICHBORNES REAL ESTATE	(807) 274-3221
	DAVID KIRCHER	(Tel. No.)
	(Salesperson/Broker/Broker of Record Name)	

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.

(Seller) The Corporation of the Town of Fort Frances

(Date)

(Seller) CAO Douglas Brown

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

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.

(Buyer) Tom Veert Contracting Ltd

(Date)

(Buyer) President - Tom Veert

(Date)

Address for Service

Fort Frances, ON

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale;

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Form 500

for use in the Province of Ontario

Schedule A

Agreement of Purchase and Sale - Commercial

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

BUYER: Tom Veert Contracting Limited President - Tom Veert, and

SELLER: The Corp of the Town of Fort Frances CAO Douglas Brown

for the purchase and sale of 1150 Portage Avenue North, Fort Frances, ON Fort Frances

ON P9A2B1 dated the 8 day of October, 2020

Buyer agrees to pay the balance as follows.

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, 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.

The parties hereto consent and agree that any closing documentation may be executed remotely utilizing video conferencing which may include the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time, with respect to this Agreement and any other documents respecting this transaction.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect to the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

The Seller hereby agrees to rezone the property to accommodate the use of the property as follows:
3600 sq ft of the existing building commercial and 3000 sq ft residential

Seller and Buyer hereby acknowledge the rezoning process will not be complete by the Completion Date herein.

The Buyer and Seller hereby agree the obligation of the Seller to complete the rezoning process shall survive completion and shall not merge on closing. The Buyer hereby agrees to pay the processing costs for the rezoning application.

This Offer is conditional upon the Council of the Corporation of the Town of Fort Frances, approving all the terms and conditions of this Agreement of Purchase and Sale. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on October 21, 2020, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is a true condition precedent that cannot be waived by the Seller.

The Buyer shall have the right to inspect the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this inspection.

The Buyer hereby agrees to assume the existing contract from the Corporation of the Town of Fort Frances and its obligations and complete the assigning process of said contract for the Solar array on completion.

The Buyer hereby agrees the Seller may continue to utilize the outdoor ice rink infrastructure for the winter of 2020/2021 season to operate an outdoor ice rink for the community. The Seller will be responsible for all operational costs and liabilities associated with the use of the outdoor ice rink.

The Buyer hereby agrees to terminate and end all legal proceedings forever against the Corporation of the Town of Fort Frances and its officers in regards to tender No.19-Of-18, on or before completion of this transaction.

The SELLER AND BUYER hereby Agree to exercise an option for the Buyer to Purchase the abutting lands of the Seller, namely PIN 560181801 AND PIN 560182188 FOR A THREE (3) YEAR period from the date of completion of this transaction, at the same price, terms and conditions of any written offer to purchase said lands received by the Seller.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Form 320

for use in the Province of Ontario

Confirmation of Co-operation and Representation

BUYER: Tom Veert Contracting Limited President - Tom Veert

SELLER: The Corp of the Town of Fort Frances CAO Douglas Brown

For the transaction on the property known as: 1150 Portage Avenue North, Fort Frances, ON Fort Frances ON P9A2B1

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- or:
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS
TVC
BUYER

DK
CO-OPERATING/BUYER BROKERAGE

DR
SELLER

DK
LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☒ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
..... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

TICHBORNES REAL ESTATE
(Name of Co-operating/Buyer Brokerage)
576 SCOTT ST. FORT FRANCES ON P9A1H4
Tel: (807) 274-3221 Fax: (807) 274-4119
David Kircher Oct 2/20
(Signature to bind the Co-operating/Buyer Brokerage) (Date)
DAVID KIRCHER
(Print Name of Salesperson/Broker/Broker of Record)

TICHBORNES REAL ESTATE
(Name of Listing Brokerage)
576 SCOTT ST. FORT FRANCES ON P9A1H4
Tel: (807) 274-3221 Fax: (807) 274-4119
David Kircher Oct 2/20
(Signature to bind the Listing Brokerage) (Date)
DAVID KIRCHER
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

TVU

BUYER'S INITIALS

DR

SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Tom Veert Contracting Limited 10/2/2020
(Signature of Buyer) (Date)

(Signature of Buyer) President - Tom Veert (Date)

Doug Brown
(Signature of Seller) (Date)

(Signature of Seller) CAO Douglas Brown (Date)

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TOWN OF FORT FRANCES

BY-LAW NO. 41/20

(Being a by-law to authorize the execution of an agreement with George Armstrong Co. Limited for 2020 King’s Highway Widening between Pit Rd #1 and Pit Rd #2 within the Town of Fort Frances awarded through the public tender process.)

WHEREAS on August 10, 2020 Council approved a report from T. Rob, Manager of Operations & Facilities which awarded a contract (20-OF-11) to George Armstrong Co. Limited for 2020 King’s Highway Widening between Pit Rd #1 and Pit Rd #2 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 20-OF-11, 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 26th day of October 2020.

J. Caul, Mayor

E. Slomke, Clerk

Town of Fort Frances
2020 Kings Highway Widening
Tender No. 20-OF-11

FORM OF TENDER

Section 00300

Page 1 of 7

1.0 TENDER FOR THE CONSTRUCTION OF

2020 Kings Highway Widening between Pit Road #1 & Pit Road #2

Tender No. 20-OF-08

1.1 TENDER PRICE

Tender By:

GEORGE ARMSTRONG CO. LIMITED
Contractor
1603 EMO ROAD FORT FRANCES, ON
Address
JULY 27/2020.
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, THIRTY FOUR THOUSAND, EIGHT HUNDRED TWENTY
THREE DOLLARS AND TWENTY ONE CENTS (\$ 2,034,823.²¹.....)

- 1.5.1 We agree that we have received Addenda ...*N/A*... to *N/A*..... 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 August 15, 2021.
- 1.6.3 The Contractor will be required to advertise substantial completion at the completion date of August 15, 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

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
KINGS HIGHWAY (from Pit Road #1 to Pit Road #2)						
Section A - Grading						
A.001	206, SP	Earth Excavation (Grading)	10,878	m ³ (P)	7.00	76,146.00
A.002	310, SP	Hot Mix Asphalt (70mm Binder Course)	890	t	240.00	213,600.00
A.003	310, SP	Hot Mix Asphalt (50mm Surface Course)	630	t	230.00	144,900.00
A.004	314, SP	Granular 'A' Roadway (200mm)	3,825	t	22.00	84,150.00
A.005	314, SP	Granular 'A' Entrances (100mm)	33	t	22.00	726.00
A.006	314, SP	Granular 'B' Type II Roadway	10,800	t	21.00	226,800.00
A.007	510, SP	Removal of Asphalt Pavement (Full Depth)	3,713	m ² (P)	3.00	11,139.00
A.008	353, SP	Curb and Gutter	686	m	181.00	124,166.00
A.009	351, SP	Concrete Driveway Aprons	136	m2	220.00	29,920.00
A.010	Section 02930	100 mm Topsoil and Sod	1,150	m ²	20.00	23,000.00
A.011	510, SP	Removal of Existing Boulevard Trees	9	ea	200.00	1,800.00
A.012	SP	Relocation of Existing Signage	1	LS	500.00	500.00
A.013	1860, SP	Geogrid	7,230	m2	4.30	31,089.00
A.014	1860, SP	Geotextile	8,235	m2	2.50	20,587.50
A.015	710, SP	Pavement Markings	1	LS	17,000.00	17,000.00
Total Section A - Grading						1,005,523.50
Section B - Storm Sewers						
B.001	407, SP	Catchbasin Storm Manholes	8	ea	10,000.00	80,000.00
B.002	407, SP	Catchbasins	8	ea	6,000.00	48,000.00
B.003	407, SP	Ditch Inlet (Type A, precast concrete c/w grate)	1	ea	7,500.00	7,500.00
B.004	410	Catchbasin Leads 250 mm (PVC SDR 35)	40	m	225.00	9,000.00
B.005	410	900mm Storm Sewer	383	m	835.00	319,805.00
B.006	410	450mm Storm Sewer	52	m	600.00	31,200.00
B.007	405	Subdrain	1,005	m	40.00	40,200.00
B.008*	SP	50 mm Rigid Styrofoam Insulation	50	m2	60.00	3,000.00
Total Section B - Storm Sewers						538,705.00
Section C - Watermain						
C.001	441, SP	50mm Water Service	3	ea	6,000.00	18,000.00
C.002	441, SP	Temporary Water Service	1	LS	10,000.00	10,000.00
C.003*	441, SP	50mm Rigid Styrofoam Insulation	50	m ²	60.00	3,000.00
Total Section C - Watermain						31,000.00

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
Section D - General						
D.001	SP	Bonds & Insurance	1	LS	22,000. ⁰⁰	22,000. ⁰⁰
D.002	SP	Mobilization & Demobilization	1	LS	50,000. ⁰⁰	50,000. ⁰⁰
D.003	SP	Project Sign	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
D.004*	Section 01000	Consultant Site Office	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
D.005	SP	Contingency Allowance	1	LS	\$ 150,000.00	150,000. ⁰⁰
Total Section D - GENERAL						225,500. ⁰⁰
SUMMARY OF TENDER PRICES						
Section A - Grading						1,005,523. ⁵⁰
Section B - Storm Sewers						538,705. ⁰⁰
Section C - Watermain						31,000. ⁰⁰
Section D - General						225,500. ⁰⁰
SUB-TOTAL TENDER PRICE						1,800,728. ⁵⁰
13% H.S.T						234,094. ⁷¹
TOTAL TENDER PRICE						2,034,823. ²¹

* 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 this
27TH day of JULY, 2020.

 VICE-PRESIDENT
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
Kings Highway Widening
Tender No. 20-OF-11

FORM OF TENDER

Section 00300

Page 7 of 7

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

ROMA Insider October 2020



[View an online version of this mailing.](#)

In this issue:

- 2021 Annual Conference - ROMA: Connecting Rural Ontario
- ROMA Board: New Faces and New Facebook!
- What does the full producer responsibility mean for rural communities?
- ROMA provides input on farm safety regulations
- LAS Spotlight: Municipal Group Buying Program

2021 Annual Conference - ROMA: Connecting Rural Ontario

The annual ROMA Conference will be a virtual event from January 25-26, 2021. Coming nearly one year into the pandemic, this will be a critical moment to connect with each other and the province.

The 2020 AMO Conference demonstrated the value and importance of moving ahead with opportunities for municipal leaders to come together. A lot can be accomplished, including speeches from leaders, delegation meetings, Ministers' Forums and important concurrent sessions.

Plenary and in-depth concurrent sessions on rural priorities like broadband, policing, flooding, and much more are all in the works. ROMA: Connecting Rural Ontario will open with Chantal Hebert, national affairs commentator and columnist for the Toronto Star, as the keynote speaker.

[Register](#)

ROMA Board: New Faces *and* New Facebook

The ROMA Board welcomed two new members at its October 2 meeting: Mayor Christa Lowry of the Municipality of Mississippi Mills and Mayor Christine Robinson of the Municipality of West Grey. Lowry and Robinson were elected to the AMO Rural Caucus at the AMO Conference this past August.

These members serve on the ROMA Board alongside [10 zone representatives](#), who are elected at the ROMA annual conference. This structure helps ensure that AMO benefits from the

perspectives of rural communities from across the province and strengthens collaboration and cooperation.

"Rural municipalities face many issues, ranging from affordable housing and broadband to funding for transit and infrastructure improvements," Robinson said. "I am pleased to serve on the ROMA Board as it works to represent the voice of rural communities on these key issues."

"In these unprecedented times, ROMA's advocacy on behalf of rural municipalities is more important than ever," said Lowry. "I'm honoured to work with my colleagues to deliver the best possible outcomes for Ontario's rural communities. I am particularly interested in rural gaps in broadband and healthcare/long-term care."

This fall, the Board will be setting strategic objectives for 2021. Communications is one of the top priorities and the ROMA Board also created a communications working group to ensure it reflects your interests, concerns and needs. ROMA has ramped up its presence on social media platforms to better connect our municipal community, share rural successes and update you on our news. Please follow us on [Facebook](#) and [Twitter](#) - share content with others and if you have an interesting story to share, make sure to tag ROMA so it can spread the word!

What does full producer responsibility mean for rural communities?

The federal government's plan to ban single-use plastics was a reminder that plastics continue to take a toll on our environment - and waste diversion budgets. The crisis in plastics- from disrupted recycling markets to multi-layered packaging - have been key drivers in Ontario's move to full producer responsibility.

On the Blue Box, many ROMA municipalities deserve thanks for passing Council resolutions that helped ensure servicing for communities with populations less than 5,000 people, parks and public spaces. Under the regulation, producers will either provide the service directly to the public or they can negotiate commercial terms with a municipality to provide services on their behalf.

Municipalities will have to decide if they want to stay in the business of recycling. For many, that decision will be informed by negotiations with producers and/or their representative organizations on providing the service. This will drive some of the financial implications of opting in or out of service delivery.

Having good data on the cost of current programs - and making those programs as strong resilient and sustainable as possible - will help rural municipal governments navigate these decisions, according to Cathie Green, Public Works Assistant for Drummond/North Elmsley. Cathie has worked on both rural curbside and depot recycling programs. Green said that cost calculations needs to include hidden costs like finance, legal, customer service, maintenance, overhead and Clerk's Office resources.

Green noted that strengthening local programs now will put municipalities in a good position as the program transitions between 2023 and 2025. The most important thing is that by making the

shift, producers and packagers will have a stronger financial incentive to make better packaging choices - which helps both the planet and residents. [Learn more.](#)

ROMA provides input on farm safety regulations

ROMA supported measures by the Ontario Government to help secure safety on farms, while respecting people's rights to express their views. Now, it is providing the Province with input on the regulation under the Security from Trespass and Protecting Food Safety Act. ROMA is advocating for clear definitions and rules that minimize red tape to achieve the Act's goals. Peaceful protests should also ensure the safety of farms, farm families and their staff, and our food supply.

LAS Spotlight: Municipal Group Buying Program

Group buying can be a powerful tool to help municipalities reduce the cost of the products and services. LAS's [Municipal Group Buying Program](#) offers Ontario municipalities the combined purchasing power of more than 1,600 municipalities across Canada with more than 100 different suppliers. Not only does this program reduce both the time and expense of getting the products and services your municipality needs, but it allows you to buy from local suppliers using national discounts. The program is constantly adding new vendors and categories, so check back often.

Have feedback? Find Your [Zone Representative](#)

Keep up to date with ROMA on social media.



Our mailing address is:

200 University Ave., Suite 801
Toronto, ON
M5H 3C6

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TOWN OF FORT FRANCESMINUTESSESSION NO. # 11September 8, 2020

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre and virtually to members off-site on September 8, 2020 from Noon to 12:57 p.m. Roll call was completed by Councillor W. Brunetta, Chair to confirm all attendees.

PRESENT: Chairperson, Councillor W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, J. Holliday, Deputy Treasurer, T. Moffit, Fire Chief/CEMC, J. Forbes, Human Resources Manager, J. Hughes, IT Manager, K. Lawson, Deputy Clerk and G. Payne, member of the public.

REGRETS: D. Galusha, Treasurer

1. Call to Order - Noon

2. Disclosure of pecuniary interest and the general nature thereof

3. Approval of Previous Committee Minutes

3.1 Session No. 11 dated September 8, 2020.

Hallikas-Judson: Approved as presented.

CARRIED

4. Items Referred from Council

4.1 Northwest Ontario's Sunset Country Travel Association.
J. Holliday, Deputy Treasurer provided an overview of this report. Committee recommended approving the Northwest Ontario's Sunset Country Travel Association annual per capita request in the amount of \$1,750.10 plus HST.

5. New Business

5.1 1995 Volvo Pumper Fire Truck.
T. Moffitt/ Fire Chief/ CEMC provided an overview of the report. Committee recommended approval of the report as presented.

5.2 Annual Review of Tiered Response Agreement with Rainy River District Social Services Administration Board (RRDSSAB).
- this matter was deferred, and direction was provided.

- 5.3 Proposed Addition to Benefits Coverage - Internet Cognitive Behavioural Therapy.
J. Forbes, Human Resources Manager provided an overview of the report. Committee recommended purchase of the service as identified in the proposal attached to the report.
- 5.4 Microsoft Dynamics GP Software Upgrade Quote.
- J. Holliday Deputy Treasurer provided an overview of the report. Committee recommended approval of the Microsoft Dynamics GP Software upgrade in the amount of \$7,219.87.

6. Information

The following 3 items were provided as information.

- 6.1 2020 Draft Sewer Fund Budget.
- 6.2 2020 Draft Water Fund Budget.
- 6.3 2020 Draft General Fund Budget - Summary YTD - August 2020.

7. Adjourn 12:57 p.m./ Next Meeting Date - October 6, 2020

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. 13October 6, 2020

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre and virtually to members off-site on October 6, 2020 from Noon to 12:48 p.m. Roll call was completed by Councillor W. Brunetta, Chair to confirm all attendees.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas (12:09 p.m. to 12:48 p.m.), Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, J. Holliday, Deputy-Treasurer, E. Slomke, Clerk, J. Hughes, IT Manager, T. Moffit, Fire Chief/CEMC (12:05 p.m. to 12:27 p.m.), K. Lawson, Deputy Clerk

1. **Call to Order - Noon**
2. **Disclosure of pecuniary interest and the general nature thereof - No matters identified**
3. **Approval of Previous Committee Minutes**

3.1 Session No. 12 dated September 22, 2020.

Judson-Caul: Approved as presented.

CARRIED

4. **In-Camera - No matters identified**
5. **Items Referred from Council**

5.1 MADD Message Promotional Request.
D. Galusha, Treasurer provided an overview of the report. Committee recommended receiving the request with no further action.

6. **New Business**

6.1 Renewal of Municipal Insurance 2020-2021
J. Holliday, Deputy Treasurer provided an overview of the report. Committee recommended renewal of the Municipal Insurance with Frank Cowan Company for the period November 1, 2020 to November 1, 2021 in the amount of \$232,495 plus applicable taxes and not renew the Out of Province Medical Coverage for the 2020/2021 term in the amount of \$1,500.

6.2 Request for Reconsideration M.O.S. re: Island G 668 Pcl 7216 (2020)
D. Galusha, Treasurer provided an overview of the report. Committee recommended processing the Minutes of Settlement for the property located at Island G 668 Pcl 7216 as received.

6.3 Procedural By-law 2nd Draft
E. Slomke, Clerk provided an overview of this portion of the draft by-law. Direction was provided and the Clerk will include in the final draft document, which will be brought forward for Council approval. Clerk will prepare appropriate public notice advertisement.

7. Outstanding Items - No matters identified

8. Information

8.1 Fort Frances Fire Rescue - August 2020 Report
- T. Moffitt/ Fire Chief/CEMC provided an overview of this report. Received as information.
During the reporting, Chief Moffitt identified that his department had been approached by the City of International Falls to provide mutual aid assistance, and due to COVID restrictions requiring 14 day quarantining for return to Canada, his department was unable to respond. Committee recommended that the Chief reach out to the Fire Chief's Association and ask them to consider drafting a letter concerning this matter for Council's support.

9. Adjourn 12:48 p.m. / Next Meeting Date - October 20, 2020

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #015October 7, 2020

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Teams (virtual meeting resources) on Wednesday October 7th, 2020 from 8:30 a.m. to 9:20 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 and Jeff Norton, CND - 8:33 a.m. to 8:56 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 September 23, 2020 - the minutes from the previous meeting were approved as amended.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Request from G. Galbraith Re: Memorial Bench at Point Park - the administration report was forwarded to the First Nation Advisory Committee.

5.2 Request to use Oakwood Road for a Detour by the MTO - the administration report was approved as presented.

5.3 Extension Agreement with Emterra for Recycle Processing and Transportation Services - the administration report was approved as amended.

- 5.4 Request by Canadian National Demolition to set up a work camp at the Fort Frances Airport - the administration report was approved as presented.
- 5.5 Sewer Rooting - Requests for Reimbursement - the administration report was approved as amended.

6 Information

- 6.1 Fort Frances Wastewater Treatment Facility August 2020 Monthly Report - the Wastewater report for August 2020 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 9:20 a.m.

Next meeting - October 21, 2020

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #28

October 5, 2020

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room & Virtually on October 5, 2020 from 10:30 a.m. to 10:57 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreational and Culture Manager

ALSO PRESENT: Doug Brown - CAO, Melissa Belluz - Administrative Assistant,

- 1 **CALL TO ORDER (Session #28) - 10:30**

- 2 **APPROVAL OF AGENDA (Call for Non-Agenda Items) - Approved as Presented**

- 3 **DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF - None**

- 4 **APPROVAL OF PREVIOUS COMMITTEE MINUTES**
 - 4.1 September 21, 2020 Meeting Minutes - Approved as Presented

- 5 **ITEMS REFERRED FROM COUNCIL**
 - 5.1 Letter Regarding Naming Rights - Amended to Recommend Received with Thanks
 - 5.2 Letter from FFMHA - Received with Thanks
 - 5.3 Letter from FFGWHA - Received with Thanks

- 6 **NEW BUSINESS**
 - 6.1 Walking track in the 52 Canadians Arena - Report to be brought forward to Oct 19, 2020 CSEC meeting
 - 6.2 Outdoor Ice Rinks - Support for Outdoor rinks provided to O&F

- 7 **IN-CAMERA - None**

- 8 **NON-AGENDA ITEMS - None**

- 9 **INFORMATION - None**

- 10 **ADJOURNMENT - 10:57**

A. Hallikas, Executive Committee Chair

A. Bisson, Recreational and Culture Manager

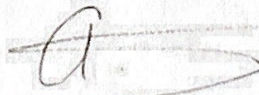
TOWN OF FORT FRANCESMINUTESSESSION NO. #28October 5, 2020

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room & Virtually on October 5, 2020 from 10:30 a.m. to 10:57 a.m.

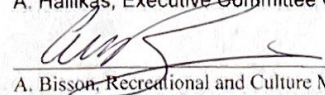
PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoef - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreational and Culture Manager

ALSO PRESENT: Doug Brown - CAO, Melissa Belluz - Administrative Assistant,

- 1 **CALL TO ORDER (Session #28) - 10:30**
- 2 **APPROVAL OF AGENDA (Call for Non-Agenda Items) - Approved as Presented**
- 3 **DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF - None**
- 4 **APPROVAL OF PREVIOUS COMMITTEE MINUTES**
 - 4.1 September 21, 2020 Meeting Minutes - Approved as Presented
- 5 **ITEMS REFERRED FROM COUNCIL**
 - 5.1 Letter Regarding Naming Rights - Amended to Recommend Received with Thanks
 - 5.2 Letter from FFMHA - Received with Thanks
 - 5.3 Letter from FFGWHA - Received with Thanks
- 6 **NEW BUSINESS**
 - 6.1 Walking track in the 52 Canadians Arena - Report to be brought forward to Oct 19, 2020 CSEC meeting
 - 6.2 Outdoor Ice Rinks - Support for Outdoor rinks provided to O&F
- 7 **IN-CAMERA - None**
- 8 **NON-AGENDA ITEMS - None**
- 9 **INFORMATION - None**
- 10 **ADJOURNMENT - 10:57**



A. Hallikas, Executive Committee Chair



A. Bisson, Recreational and Culture Manager

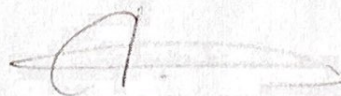
TOWN OF FORT FRANCESMINUTESSESSION NO. # 27September 21, 2020

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room & Virtually on September 21, 2020 from 10:30 a.m. to 11:58 a.m.

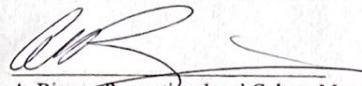
PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreational and Culture Manager

ALSO PRESENT: Doug Brown - CAO, Melissa Belluz - Administrative Assistant

- 1 **CALL TO ORDER (Session #27) - 10:30**
- 2 **APPROVAL OF AGENDA (Call for Non-Agenda Items) - Approved as presented**
- 3 **DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF - None**
- 4 **APPROVAL OF PREVIOUS COMMITTEE MINUTES - Approved**
 - 4.1 Community Services Division Meeting Minutes Sept 14, 2020
- 5 **ITEMS REFERRED FROM COUNCIL**
 - 5.1 Letter from Jennifer Woods - Accepted with Thanks
 - 5.2 Arena 2020 Ice in Proposal - Additional Information - Recommendation from September 8, 2020 meeting sent back to Council for approval. The Chair allowed Three delegations on this item. Scott Krinke-Turvey, Craig Miller FFGWMHA, and Jason Kabel FFMHA.
- 6 **NEW BUSINESS**
 - 6.1 Museum Assistance Program Funding - Approved as presented
- 7 **IN-CAMERA - None**
- 8 **NON-AGENDA ITEMS - None**
- 9 **INFORMATION - None**
- 10 **ADJOURNMENT - 11:58**



A. Hallikas, Executive Committee Chair



A. Bisson, Recreational and Culture Manager