TOWN OF FORT FRANCES

AGENDA - September 13, 2021

MEETING - virtually

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1. COUNCIL MEETING

(Session No. 074) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Territorial Acknowledgement

1.3 Moment of Meditation

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Consent Agenda:

2.1 Items Referred from Committee of the Whole

2.2 Email received August 24, 2021 from S. Covey, Chief of Police and Chief Security Officer, CN re: Rail Safety Week 2021 Proclamation — 4 - 5

- will be advised of Council's proclamation.

2.3 Email received September 2, 2021 from J. Deschamps, AFNOO re: Provincial Franco-Ontarian Day Proclamation — 6

- will be advised of Council's proclamation, flag raising will be coordinated with Mayor's office.

3. Approval of Council Minutes: *

3.1 Session No. 073 dated August 9, 2021

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 080 dated August 9, 2021

5. Resolutions from tonight's Committee of the Whole meeting

6. By-Laws:

6.1 By-law 45/21 being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for funding under the Investing in Canada Infrastructure Program (ICIP). — 7 - 64

6.2 By-law 46/21 being a by-law to adopt an Emergency Management Program for the Town of Fort Frances pursuant to Section 2.1(1) of the — 65 - 128

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	Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E 9, as amended.	
6.3	By-law 47/21 being a by-law to approve a license agreement with 1930709 Ontario Inc. for a food truck and temporary patio at the Sorting Gap Marina.	129 - 136
6.4	By-law 48/21 being a by-law to authorize Data Sharing Agreements for purposes of utilization of the Town's geospatial data with Scatliff + Miller + Murray, KGS Inc. and Compass Leadership.	137 - 153
6.5	By-law 49/21 being a by-law to approve an agreement with Automotive Materials Stewardship Inc. for funding for the collection of automotive products collected at the annual Municipal Hazardous and Special Waste event.	154 - 175
6.6	By-law 50/21 being a by-law to authorize the entering into of a land lease agreement with Alex & Gary Kontz at the Fort Frances Municipal Airport.	176 - 201
6.7	By-law 51/21 being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for funding under the Investing in Canada Infrastructure Program - Community Culture and Recreation Stream.	202 - 259
6.8	By-law 52/21 being a by-law to approve a contribution agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages under the Regional Air Transportation Initiative.	260 - 288
6.9	By-law 53/21 being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for Municipal Modernization Funding.	289 - 313
6.10	By-law 54/21 being a by-law to approve a Business Service Agreement with Tbaytel.	314 - 318
7.	**New Items:**	
7.1	Rainy River District Municipal Association - General Meeting (virtually) September 22, 2021 at 6:00 p.m. - Council to consider resolution respecting attendance.	319 - 320
8.	**Information Correspondence:**	
8.1	Letter dated August 12, 2021 from Minister Thompson, Minister of Agriculture, Food and Rural Affairs re: AgriRecovery Disaster Relief	321 - 323

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8.2	Letter dated August 16, 2021 from J. Aitcheson, County of Perth re: Call for MPAC Evaluation	324 - 325
8.3	Letter dated August 17, 2021 from B. Percy, Clerk, Municipality of Leamington re: Negligence Act as it impacts Municipal Insurance	326 - 327
8.4	Letter dated August 27, 2021 from A. Mabo, Acting CAO/Clerk, Tay Valley Township re: Lottery Licensing Support Request	328
8.5	Letter dated September 1, 2021 from N. Dufresne, Mayor, Sioux Narrows Nestor Falls re: Northwestern Health Unit	329 - 330
8.6	Public Health Communique: Northwestern Health Unit (2021 Budget Report)	331 - 344
8.7	News Release: Homelessness, Mental Health, Additions (Ontario Petition for Change)	345 - 348

9. Minutes of Local Boards / Committees:

9.1	Community Services Executive Committee - August 3, 2021	349
9.2	Operations & Facilities Executive Committee - August 4, 2021	350 - 351
9.3	Downtown BIA Board of Management - August 25 and July 14, 2021	352 - 357

10. In-Camera - None.

11. ADJOURNMENT

12. * Previously distributed to Council

13. ** Items can be viewed by contacting the Clerk

From: Stephen Covey <marie-pier.triganne@cn.ca>
Sent: Tuesday, August 24, 2021 9:32 AM
To: Doug Brown <dbrown@fortfrances.ca>
Subject: [External] We'd like to hear from you: Rail Safety Week 2021 Proclamation request

cn.ca

Dear Mr. Brown:

Don't forget to adopt the Rail Safety Week 2021 Proclamation

Rail Safety Week will be held in Canada, the United States, and Mexico from **September 20-26, 2021**. As a proud neighbour of your community, CN is committed to help prevent accidents and injuries at rail crossings by collaborating on efforts to raise rail safety awareness to help keep your fellow citizens safe.

We want to remind you of this important opportunity to become a powerful ally in rail safety efforts by adopting the attached resolution in support of Rail Safety Week. Like many other municipalities, by adopting the resolution your council can help prevent injuries in your community and save lives.

Please send a copy of your proclamation by e-mail to Marie-Pier.Triganne@cn.ca or by mail to the address below and let us know about your plans to promote rail safety in your community.

CN – Marie-Pier Triganne
935 de la Gauchetière Street West
16th floor
Montreal, Quebec
H3B 2M9

For questions or concerns about rail safety in your community, please contact our Public Inquiry Line at 1-888-888-5909. For additional information about Rail Safety Week 2021, please consult cn.ca/railsafety or operationlifesaver.ca.

Sincerely,

Stephen Covey
Chief of Police and Chief Security Officer

OPERATION LIFESAVER

(Draft Resolution)

RESOLUTION IN SUPPORT OF RAIL SAFETY WEEK

Whereas *Rail Safety Week* is to be held across Canada from September 20 to 26, 2021;

Whereas it is in the public's interest to raise citizens' awareness of the dangers of ignoring safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage caused by incidents involving trains and citizens;

Whereas Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

Whereas CN has requested City Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

It is proposed by Councillor _____

seconded by Councillor _____

It is hereby **RESOLVED** to support national ***Rail Safety Week*** to be held from September 20 to 26, 2021.

From: Services de développement communautaire
To: June Caul; Kathy Lawson
Subject: [External] Re: Celebration of Franco-Ontarian Day in Fort Frances
Date: Thursday, September 2, 2021 3:03:32 PM

[EXTERNAL]

Hi there,

I have not heard back in a while. Could someone please confirm that the previously sent message regarding the Franco-Ontarien day was received?

Thank you,

Le ven. 6 août 2021, à 22 h 00, Services de développement communautaire <promotion@afnoo.org> a écrit :
Dear Mayor June Caul,

Please find attached a request for the following:
1. Raising of the Franco-Ontarian flag at Fort Frances for one month, starting September 25th every year;
2. Filming a short video for our social media;
3. Publishing an Official proclamation of the "Provincial Franco-Ontarian Day" to inform the public.

If you need any further information or questions, please let me know at promotion@afnoo.org

We look forward to receiving a positive answer to our request.

Best regards,

--
Joey Deschamps
Agent en développement économique et tourisme
Association des francophones du Nord-Ouest de l'Ontario (AFNOO)
234 rue Van Norman, Thunder Bay, ON P7A 4B8
Tél. 807-630-5146

TOWN OF FORT FRANCES

BY-LAW No. xx / 21

(Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for funding under the Investing in Canada Infrastructure Program – ICIP)

WHEREAS on January 13, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities, which gives approval for the execution of a transfer payment agreement with the Ministry of Infrastructure with respect to funding under the ICIP: COVID-19 Resilience Infrastructure Stream – Local Government Intake (Colonization Road West – Sidewalk Linking Project).

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

1. That the agreement in the form attached hereto as Schedule “A” with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure be approved for execution.

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 13th day of September 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the "**Agreement**") is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

("**Ontario**" or the **"Province"**)

- and -

Corporation of The Town of Fort Frances

(CRA# 106984586)

(the **"Recipient"**)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule "C" (Project Description, Financial Information, and Project Standards).

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

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Specific Information
Schedule "C" - Project Description, Financial Information, and Project Standards
- Sub-Schedule "C.1" Project Description and Financial Information

Schedule "D" - Reports
Schedule "E" - Eligible Expenditures and Ineligible Expenditures
Schedule "F" - Evaluation
Schedule "G" - Communications Protocol
Schedule "H" - Disposal of Assets
Schedule "I" - Aboriginal Consultation Protocol
Schedule "J" - Requests for Payment and Payment Procedures
Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

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

(a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;

(b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;

(c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or

(d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

(i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;

(ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;

(iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

(iv) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

5.0 ACKNOWLEDGEMENT

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

(a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;

(b) the Province and Canada are not responsible for carrying out the Projects;

(c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;

(d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;

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

(f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;

(g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the

Broader Public Sector Accountability Act, 2010 (Ontario), the *Public Sector Salary Disclosure Act*, *1996* (Ontario), and the *Auditor General Act* (Ontario); and

(h) the Recipient has read and understood the Bilateral Agreement.

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

(a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);

(b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and

(c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

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

Date

p.p. Paramjit Kaur, Director
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX CORPORATE SEAL

CORPORATION OF THE TOWN OF FORT FRANCES

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

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

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency;

(e) "shall" and "will" are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.

(f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and

(g) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

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

"Aboriginal Community" has the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

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

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

"Authorities" means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

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

"Business Day" means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

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

"Canada's Maximum Contribution" means, for each Project, the maximum contribution from Canada as set out in Sub-schedule "C.1" (Project Description and Financial Information).

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

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

"Construction Start" means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

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

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

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

"Environmental Laws" means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

"Evaluation" means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

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

"Expiration Date" means the expiry date set out in Schedule "B" (Specific Information).

"Federal Approval Date" means the date on which Canada has approved each Project identified in Sub-Schedule "C.1" (Project Description and Financial Information).

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Holdback" means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

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

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

"Ineligible Expenditures" means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

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

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

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

“Ontario’s Maximum Contribution” means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“**Projects**” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

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

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

"Reports" means the reports described in Schedule "D" (Reports).

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

"Substantial Completion" or **"Substantially Completed"** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

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

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

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

(a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;

(d) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

(e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:

(i) To support COVID-19 response and economic recovery efforts.

(f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and

(g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

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

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete each Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2021, or any other date subject to the prior written consent of the Province.

A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

A.4.1 **Funds Provided.** The Province will:

(a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;

(b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and

(c) deposit the Funds into an account the Recipient designates, provided that the account:

(i) is at a branch of a Canadian financial institution in Ontario; and

(ii) is solely in the name of the Recipient.

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

(a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:

(i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and

(ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;

(b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and

(c) any payment of Funds is subject to:

(i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;

(ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and

(iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

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

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);

(d) not use the Funds to cover any Ineligible Expenditure; and

(e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 **Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 **Interest.** If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

(a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;

(b) demand from the Recipient the payment of an amount equal to the Interest Earned.

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

(a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;

(b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and

(c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

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

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

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

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

(b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;

(c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

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

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

A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

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

A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

(a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and

(b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

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

A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

(a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

(b) attests to:

(i) following value-for-money procurement processes for materials and sub-contracts; and

(ii) following its own policies and procedures.

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

(a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);

(b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and

(c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:

(i) inspect and audit the terms of any Contract, record or account in respect of each Project; and

(ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

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

A.5.6 **Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

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

(a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or

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

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

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

A.7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

(i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A.7.3 **Record Maintenance.** The Recipient will keep and maintain until March 31, 2034:

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

(b) all non-financial records and documents relating to the Funds or otherwise to each Project.

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

(a) the truth of any of the Recipient’s representations and warranties;

(b) the progress of the Project; or

(c) the Recipient’s allocation and expenditure of the Funds.

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

(a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);

(b) remove any copies the Province makes pursuant to section A.7.5(a); and

(c) share any documents, records and findings with Canada.

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

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) coordinating access with any Third Party;

(c) assisting the Province to copy the records and documents;

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

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

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

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

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

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

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

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

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

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

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;

(b) any damage to or loss or destruction of property of, any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

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

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;

(b) any damage to, or loss or destruction of, property of any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

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

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

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

A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

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

A.10.0 INSURANCE

A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than $2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

(a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

(a) provide to the Province, either:

(i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or

(ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

(b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

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

(a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;

(b) cancel all further instalments of Funds; and

(c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

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

A.12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

(a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;

(b) failing to use or spend Funds in accordance with the terms of the Agreement;

(c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);

(d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(f) the Recipient ceases to operate.

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

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 **Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province

provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Remedial Period.

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

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

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

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

A.13.0 FUNDS UPON EXPIRY

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

A.14.0 DEBT DUE AND PAYMENT

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

(a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

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

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or

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

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

A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B" (Specific Information) for the purposes of Notice to the Province.

A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, or courier; and

(c) addressed to the Province and the Recipient as set out in Schedule "B" (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and

(b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

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

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

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

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

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

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

(b) apply only to the specific obligation referred to in the waiver.

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

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

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

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

(a) the Recipient's successors and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

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

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

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

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

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

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

(a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and

(b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:

(i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;

(ii) other applicable environmental assessment legislation that is or may come

into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

A.28.0 ABORIGINAL CONSULTATION

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

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

(a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and

(b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:

(i) Aboriginal Communities have been notified and, if applicable, consulted;

(ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

(iii) the Recipient is carrying out accommodation measures, where appropriate; and

(iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

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

A.29.0 COMMITTEE

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

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

A.30.0 DISPUTE RESOLUTION

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

A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.

A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.

A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.

A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

(i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;

(ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);

(iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and

(iv) any other Reports requested by the Province in the format specified.

(b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,

(i) the Recipient having provided to the satisfaction of the Province with written confirmation that:

a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;

b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and

c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and

(ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

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

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE "B"

SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is **December 31, 2024.**

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada's Maximum Contribution and Ontario's Maximum Contribution as set out in Sub-schedule "C.1" (Project Description and Financial Information).

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	**Address:** Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3 Attention: Manager, Program Delivery Unit **Email:** ICIPCOVID@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position: Town Clerk** **Address: 320 Portage Avenue, ON, Fort Frances, P9A3P9** **Email: lslomke@fortfrances.ca**

[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]

SCHEDULE "C"
PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 **Project Description.** The Recipient will carry out each Project as described in Sub-schedule "C.1" (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

C.2.0 PROJECT STANDARDS

C.2.1 **Canada's Requirements for Standards**. In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

(a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

(b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 **Province's and Canada's Consent.** Any change to any Project will require the Province's and Canada's consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

(a) List of Projects

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project ($)	Canada's Maximum Contribution ($)	Percentage of Federal Support (%)	Ontario's Maximum Contribution ($)	Percentage of Provincial Support (%)
2020-11-1-1464933404	Colonization Road West Sidewalk Linking Project	04/08/2021	$184,736.00	$147,788.80	80%	$36,947.20	20%

(b) Project Description

(i) Project - Colonization Road West Sidewalk Linking Project, case # 2020-11-1-1464933404.

This project will increase usability of the current sidewalk along this primary collector road segment by linking the existing sidewalk to other nearby sidewalk infrastructure creating a contiguous active transportation network in the west end of Town.

The project will include the installation of 523 meters of sidewalk along the south side of Colonization Road West, starting at the end of the existing network at Biddeson Avenue traveling westerly down Colonization Road West linking up to the other existing sidewalk at Riverview Cemetery.

The project outcome will provide a key active transportation link between the west end of Town and the main Town sidewalk network. This new sidewalk will result in safe, off street pedestrian access to approximately 102 households in the west end of the Town of Fort Frances.

[SCHEDULE “D” – REPORTS FOLLOWS]

SCHEDULE "D"
REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

(a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year;

(b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment for Eligible Expenditures in a format to be prescribed by the Province within 60 Business Days of reaching Substantial Completion. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:

(i) a detailed breakdown of invoices that are being claimed for reimbursement; and
(ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

(c) **Reporting Requirements at Project Substantial Completion**. Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
(i) a declaration of project Substantial Completion;
(ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
(iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
(iv) a summary of any Communications Activities made for the Project; and,

(v) a photograph of the Project.

(d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 **Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 **Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

(a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
(b) the Project's progress or state of completion;
(c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
(d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

(e) the overall management and administration of the Project;
(f) recommendations for improvement or redress; and
(g) whether prompt and timely corrective action is taken on prior audit findings.

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

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province's and Canada's sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm's length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

(a) The incremental costs of the Recipient's staff or employees provided that:
   (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
   (ii) The arrangement is approved in advance in writing by the Province and Canada.

(b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and

(c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

(a) Costs incurred prior to the Federal Approval Date;

(b) Costs incurred after December 31, 2021 or any other date with the prior written consent of the Province;

(c) All expenditures related to Contracts signed prior to the Federal Approval Date;

(d) Costs incurred for terminated or cancelled Projects;

(e) Costs related to developing a business case or proposal or application for funding;
(f) Costs associated with the acquisition, expropriation or leasing of:
  (i) Land,
  (ii) Buildings, or
  (iii) Other facilities
(g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
(h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
(i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
(j) Costs related to any component of the Project other than its approved scope;
(k) Real estate fees and related costs;
(l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
(m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
(n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
(o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
(p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
(q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
(r) Taxes of any kind;
(s) Costs of relocating entire communities;
(t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

(u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

(v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;

(w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.

(x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;

(y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

(z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;

(aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:

  (i) tourism infrastructure;

  (ii) a facility that serves as a home to a professional sports team; or

  (iii) a planning project;

(bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE "F"
EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

F.1.1 **Recipient's Participation in Project and ICIP Evaluations**. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

F.1.2 **Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient's Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE "G" – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE "G"
COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

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

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

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

(b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

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

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

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

G.3.0 GUIDING PRINCIPLES

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

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

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of the Province's and Canada's Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province's and Canada's contribution or the Total Financial Assistance, or both, received in respect of any Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

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

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.

G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

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

G.7.0 MEDIA RELATIONS

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

G.8.0 SIGNAGE

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

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

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

(a) on the marker, recognize the Province's and Canada's contributions; and

(b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

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

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

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

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

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

G.10.0 ADVERTISING CAMPAIGNS

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

[SCHEDULE "H" – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE "H"
DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

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

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

H.2.0 DISPOSAL OF ASSETS

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

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

[SCHEDULE "I" – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE "I"
ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

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

"Aboriginal Community", also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan") in respect of each Project.

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

(a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and

(b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 **Notification to and Direction from the Province.** The Recipient, with respect to each Project, will immediately notify the Province:

(a) of contact by Aboriginal Communities regarding the Project; or

(b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

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

SCHEDULE "J"
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule "J" (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule "D" (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.3.0 PAYMENTS OF FUNDS

J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule "C.1" (Project Description and Financial Information).

J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

(a) the conditions set out in paragraph A.4.2(c) of Schedule "A";

(b) the special conditions listed in Article A.31.0 of Schedule "A" (Special Conditions);

(c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;

(d) compliance with all applicable audit requirements under the Agreement; and

(e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.4.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 HOLDBACK

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.7.0 FINAL PAYMENT

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

[SCHEDULE "K" – COMMITTEE FOLLOWS]

SCHEDULE "K"
COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

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

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

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

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

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

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

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

(a) meet at least two times a year, and at other times at the request of a co-chair; and

(b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

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

K.4.0 COMMITTEE MANDATE

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

(a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), for compliance with the terms and conditions of the Agreement;

(b) acting as a forum to resolve potential issues or disputes and address concerns;

(c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;

(d) approving and ensuring audit plans are carried out as per the Agreement;

(e) establishing sub-committees as needed;

(f) at the request of the Province, reviewing requests for payments; and

(g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

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

(a) the co-chairs will be the only voting members on the Committee; and

(b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

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

(a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

(b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

(c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;

(d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;

(e) promptly inform the Committee of all proposed changes in respect of any Project; and

(f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

TOWN OF FORT FRANCES

BY-LAW NO ____

(A By-Law to Approve an Emergency Management Program)

(Being a by-law to adopt an Emergency Management Program for the Town of Fort Frances pursuant to Section 2.1 (1) of the Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E 9, as amended).

WHEREAS the Emergency and Civil Protection Act, Section 2.1 (1) requires every Municipality to develop and implement an Emergency Management Program;

AND WHEREAS Section 2.1 (2) of the Emergency Management & Civil Protection Act stipulates the content of each Municipalities Emergency Management Program;

AND WHEREAS Section 14 (1) of the Emergency Management & Civil Protection Act requires Emergency Management Programs to conform with regulatory standards, in accordance with international best practices;

AND WHEREAS the Emergency Management & Civil Protection Act makes provision for the Head of Council to declare an emergency exists in a community, or any part thereof, and also provides the Head of Council with the authority to take such action or make such order as he/she considers necessary and not contrary to law, to implement the emergency response plan and respond to an emergency;

AND WHEREAS the Emergency Management & Civil Protection Act, consistent with Section 242 of the Municipal Act, R.S.O., 1990, as amended, provides for the delegation of one or more members of Council who may exercise the powers and perform the duties of the Head of Council during his/her absence or his/her inability to act;

AND WHEREAS the Emergency Management & Civil Protection Act, authorizes employees of a Municipality to respond to an emergency in accordance with the emergency response plan where an emergency exists but has not yet been declared to exist;

AND WHEREAS on August 9th, 2021, Council approved a recommendation from the Fire Chief/CEMC to create a new updated Town of Fort Frances Emergency Management Program.

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

1) That an Emergency Management Program be developed for the town of Fort Frances consistent with and in accordance with international best practices as considered by Regulatory Standards established under the Emergency Management & Civil Protection Act, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery;

2) That the Emergency Management Program for the Town of Fort Frances shall be consistent with the objectives of public safety, public health, the environment, critical infrastructure, and property, and to promote economic stability and a disaster-resilient community;

    a) That Schedules “A” “B” “C” “D” and “E”, attached hereto, shall form part of this By-Law:

    b) Schedule “A”, being the Emergency Plan for the Town of Fort Frances, pursuant to Section 3 of the Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E9, as amended;

    c) Schedule “B”, being a Schedule for the designation of a Community Emergency Management Coordinator;

d) Schedule “C”, being a Schedule to establish the composition, organization and operational guidelines of the Emergency Management Program Committee;

e) Schedule “D”, being a Schedule to designate and identify a community Emergency Information Officer;

f) Schedule “E”, being the Community Profile Document;

3) By-Law 38/18 and all amendments are hereby repealed.

The Town of Fort Frances Emergency Management Program shall be reviewed annually by Council;

READ THREE TIMES and finally passed in open Council this ____ day of ____, 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

Municipal Emergency Plan

Municipality of **FORT FRANCES**

Designation **TOWN**

Region/District **RAINY RIVER DISTRICT**

Published **November 2011**

Revised **May 2021**

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1.0 INTRODUCTION

1.1 Preamble

Municipal departments routinely respond to situations requiring fire, police, ambulance, and public works services; however, some situations may escalate beyond the scope of normal operations. These situations need to be dealt with via an emergency plan. The Town of Fort Frances Emergency Plan is a generic and flexible document, adaptable to any emergency situation.

While many emergencies could occur within the Town of Fort Frances, the most likely to occur are: severe storms, floods, air or rail crashes, toxic or flammable gas leaks, transportation incidents involving hazardous materials, electric power blackouts, uncontrollable fires, explosions, or any combination thereof. **(See Appendix J)**

The Town of Fort Frances Emergency Plan is a tool to assist emergency personnel in their response to such situations. In order to use this tool to its full potential, it is important that all personnel are aware of their roles and responsibilities within the response framework. To help increase this awareness, the Town of Fort Frances Emergency Plan provides for training, exercises, and evaluation.

1.2 Title

This document is the **Town of Fort Frances Emergency Plan**, herein referred to as the “Plan”.

1.3 Aim

The aim of the Plan is to provide a set of generic action guidelines to increase the Town’s ability to efficiently and effectively deploy services and resources to protect the property and the health, safety, and welfare of the residents of the Town of Fort Frances during emergency situations.

1.4 Amending Formula

Any amendments to the Town of Fort Frances Emergency Plan require an amending by-law approved by Town Council. The appendices do not form part of the Plan; proposals for amendments to the Plan or its appendices shall be submitted to the Community Emergency Management Coordinator.

1.5 Emergency – Defined

Emergencies are situations, or threats of serious impending situations, that will adversely affect a significant number of persons, properties or areas. By their nature or magnitude, these situations may require municipal expenditures, requests for additional resources, provisions for emergency shelter, or evacuation. These situations are distinct from normal operations where coordinated activities among agencies are adequate to resolve the situation.

1.6 Definitions

"Administrator" is responsible for running the EOC and coordinating all information and strategies of the MECG to all responding agencies.

"Command Post" is the central control/communications centre from which the Incident Commander will coordinate on-site activities and communicate with the Emergency Operations Centre and other operational sectors

"Municipal Emergency Control Group (MECG)" Is responsible for supporting the actions of all agencies responding to an emergency, defining overall strategy, and planning for secondary effects of any emergency or disaster.

"Municipal Emergency Management Program Committee" is a group appointed by Council that shall advise the Council on the development and implementation of the municipality's emergency management program and shall conduct an annual review of the municipality's emergency management program and shall make recommendations to the council for its revision if necessary.

"Emergency Information Officer" is the individual appointed to act as the primary media and public contact for the municipality in an emergency

"Emergency Operations Centre (EOC)" is the physical facility from which the Municipal Emergency Control Group supports the response effort of all the responding agencies to an emergency. This facility is located at a predetermined location with an alternate location designated if the primary EOC is not accessible.

"Incident Commander" is the individual responsible for directing and coordinating at the emergency site the actions of all the responding agencies. Statutory interest, or the municipal emergency control group in circumstance will establish the incident command position where the emergency is diffuse in nature. The position may change due to the evolution of the incident. The incident commander will report to the Municipal Emergency Control Group information relevant to the safety and security of the community

"Media Centre" is the location from which information, approved by the Municipal Emergency Control Group, is provided to the media. The centre will also monitor the emergency's media coverage to provide the Municipal Emergency Control Group with effective strategies on dealing with media issues. Media emergency site tours, interviews, and photo opportunities are coordinated through the Media Centre.

"Sector Officer" is the individual representing his/her agency and may be based on as functional description or a geographic description. The sector officer will answer directly to the incident commander.

"Scribe" is responsible to the Administrator to assist him/her in the Emergency Operations Centre

2.0 AUTHORITY

2.1 The Emergency Management Act & Civil Protection Act

The *Emergency Management & Civil Protection Act, R.S.O. 1990, c. E.9*, as amended, is the primary authority enabling passage of the by-law adopting the Plan. Important measures authorized under the legislation which form part of the Plan are:

- Expenditure of monies associated with the formulation and implementation of the Plan;
- Authorization for municipal employees to take appropriate action before formal declaration of an emergency;
- Procedures to be taken for safety and/or evacuation of persons in an emergency area;
- Designation of a Member of Council who may exercise powers and perform the duties of the Head of Council under the Plan during the absence or inability of the Head of Council to act;
- Establishment of committees and designation of employees to be responsible for reviewing the Plan, to train employees in their functions, and to implement the Plan during an emergency;
- Authorization to obtain and distribute materials, equipment, and supplies during an emergency; and
- Authorization to attend to such other matters as is considered necessary or advisable for the implementation of the Plan during an emergency.

2.2 Protection from Liability for Implementation of the Plan

Section 11 of *the Emergency Management & Civil Protection Act, R.S.O. 1990, c.E.9, as amended*, states:

(1) No action or other proceeding lies or shall be instituted against a member of Council, an employee of a municipality, a minister of the Crown or a Crown employee for doing any act or neglecting to do any act in good faith in the implementation or intended implementation of an emergency management program or an emergency plan or in connection with an emergency. 2002, c. 14, s. 14.;

(2) Subsection (1) does not relieve a municipality of liability for the acts or omissions of a member of Council or an employee of the municipality referred to in subsection (1), and the municipality is liable as if subsection (1) had not been enacted and, in the case of a member of council, as if the member were an employee of the municipality. R.S.O. 1990, c. E.9, s. 11 (3).

2.3 Public Accessibility to the Plan

Section 10 of the *Emergency Management & Civil Protection Act* provides that an emergency plan must be available to the public during regular business hours at the municipal office.

The Plan will be made available to the public at the Civic Centre – Front Desk in hard copy format and may be viewed at anytime in PDF format on the town web site.

2.4 Freedom of Information and Protection of Privacy

Any personal information collected under the authority of the Plan shall be used solely for the purpose of planning, preparing and responding to emergencies as defined within the Plan and the release of any information under this Plan shall be made in conformity with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended.

3.0 DECLARATION OF AN EMERGENCY

3.1 Authority to Declare

The *Emergency Management & Civil Protection Act, R.S.O. 1990, c. E.9*, as amended, Section 4(1) states:

"The Head of Council of a Municipality may declare that an emergency exists in the Municipality or in any part thereof and may take such action and make

such orders as he or she considers necessary and are not contrary to law to implement the emergency plan of the Municipality and to protect property and the health, safety and welfare of the inhabitants of the emergency area."

In the event that the Head of Council (Mayor) is unavailable the Deputy Mayor will assume the authority to declare and terminate emergencies on behalf of the Municipality as outlined above.

3.2 Notification to the Ministry of the Solicitor General

Under the *Emergency Management & Civil Protection Act, R.S.O. 1990, c. E.9*, as amended, states the Mayor must immediately notify the Minister of Public Safety and Correctional Services through the Duty Officer at Emergency Management Ontario of the declaration of an emergency. To notify the Minister's office call:

Office of the Fire Marshall & Emergency Management 1-866-314-0472

The verbal declaration of an emergency to OFMEM shall be followed by a written declaration on Municipal letterhead faxed to the Duty Officer at 1-416-314-6220

Upon declaring an emergency, the Mayor will further notify:

1. Town Council Members
2. Public
3. Neighbouring Community Officials, as required
4. Local Members of Federal and Provincial Parliaments

PLAN IMPLEMENTATION

4.1 Assembling the Municipal Emergency Control Group

On receipt of an official request from a member of the Municipal Emergency Control Group, Fort Frances Fire and Rescue Service shall implement the "Emergency Plan – Alert Procedure" **(see Appendix A)**.

Fort Frances Fire and Rescue Service 911

Municipal Emergency Control Group members may be directed to report to the Emergency Control Centre or be placed on standby. Upon being notified, it is the responsibility of all Municipal Emergency Control Group Members to inform their staff and volunteer organizations.

4.2 Activation of the Plan

If requested to report to the Emergency Operations Centre the Municipal Emergency Control Group shall activate the Plan, be responsible for establishing an overall strategy to mitigate the risk to the community, for providing the necessary support and resources to the operational agencies,

and for establishing a communication plan for notification of the public and the media.

4.3 Action Prior to Activation

When an emergency exists but has not yet been declared to exist, community employees may take such action(s) under this emergency response plan as may be required to protect property and the health, safety and welfare of the Town of Fort Frances.

4.4 Actions of Emergency Response Agencies

Upon notification of an emergency, response agencies shall perform duties and responsibilities as outlined in the Plan or shall place personnel on stand-by until further notice.

Each agency responding to the emergency shall report to the incident commander for assignment

4.5 Chain of Command

Each agency responding to the emergency shall operate within their organizational structure. For purposes of strategic direction all sector officers will take direction from the incident commander, tactical direction will be established at the sector officer level and tasks completed from that direction.

4.6 Emergency Operations Centre

The Emergency Operations Centre shall be established at Town Hall (320 Portage Avenue), downstairs. The backup locations are as follows:

- Fort Frances Library & Technology Centre.
- Fort Frances EMS Garage.

The first arriving Municipal Emergency Control Group Members are responsible for setting up the Emergency Operations Centre. The Community Emergency Management Coordinator (CEMC) is responsible for maintaining a level of preparedness within the Emergency Operations Centre by updating all print material and equipment. For a layout of the Emergency Operations Centre and equipment required, see **Appendix D for main EOC or Appendix E for back-up EOC.**

4.7 Media Centre

The Media Centre will be established in the Council Chambers or other location as deemed necessary by size or type of incident.

The Emergency Information Officer is responsible for setting up and maintaining the Media Centre.

4.8 Communications

Each responding agency is responsible for establishing its own telecommunications links with its Municipal Emergency Control Group representative.

4.9 Emergency Operations Centre Message Traffic

Due to the high volume of message traffic that will occur during the response to an emergency, a procedure must be used to effectively manage the handling of these messages. A hierarchy of all messages to and from the Emergency Operations Centre shall be in accordance with the following designations:

> **Critical** is any message with implications of imminent death or serious injury to any person or groups of persons. Emergency alerts or immediate action directives are included in this category. Emergency messages take priority over all other traffic and should be used only when absolutely required.
>
> **Priority** is assigned to important messages with a specific time limit or may result in a significant impact. It also includes those official messages not covered in the “emergency” category.
>
> **Routine** covers most administrative or non-critical messages that are not time limited, including routine logistics support.

It is the responsibility of the originator of the message to designate the message according to the above hierarchy. The line(s) dedicated to incoming calls to the Emergency Operations Centre shall be operated by support staff under the direction of the Administrator - EOC Manager, and shall be responsible to ensure that all messages are properly classified and routed to their intended recipients. The message form is shown in **Appendix F**.

4.10 Command Post

The incident commander shall establish a temporary command post at the emergency site. The temporary command post shall be replaced by a mobile or fixed command post as determined by the incident commander and the agency with proprietary interest. All inter-agency communications shall be channeled through this command post and a direct link will be established with the Emergency Operations Centre.

4.11 Dissemination of Decisions by the Municipal Emergency Control Group

Decisions by the Municipal Emergency Control Group shall be transmitted to the incident commander through their agency representative. The Administrator - EOC Manager or alternate, shall coordinate this function.

4.12 Evacuation

Refer to **Appendix G** "Town of Fort Frances Evacuation Plan".

4.13 Request for Assistance

Assistance may be requested from the Province of Ontario or Federal Government at any time without any loss of control or authority. Assistance also may be requested from neighbouring municipalities and/or the private sector as required (**see Appendix B** "Resource Contact List").

4.14 Termination of a State of Emergency

The Mayor or alternate or Council as a whole or the Premier of Ontario can officially declare the termination of the emergency at any time and shall notify:

1. Minister of Public Safety (Emergency Management Ontario)
2. Town Council
3. Public and Neighbouring Communities
4. Members of Provincial and Federal Parliament
5. Duty Officer (Notice of termination faxed to 1-416-314-6220)

5.0 MUNICIPAL EMERGENCY CONTROL GROUP

5.1 Composition of the Municipal Emergency Control Group

Emergency response operations will be directed and controlled by the following officials or their alternates at an Emergency Operations Centre:

- Mayor
- Town Administrator
- Scribe
- Fire Chief, Community Emergency Management Coordinator
- Manager of Operations and Facilities
- Emergency Information Officer
- Treasurer

Not all members of the Municipal Emergency Control Group have to be present for the EOC to function and it therefore may function with only a limited number of persons depending upon the emergency. In addition an emergency does not have to be declared to have the group meet.

5.2 Responsibilities of the Municipal Emergency Control Group

Planning (Operating/Business) Cycle

Members of the Municipal Emergency Control Group shall gather at regular intervals to inform each other of actions taken and problems encountered. The Administrator - EOC Manager, will establish frequency of planning cycles and agenda items. Maps and status boards shall be prominently displayed and kept up to date by the Duty Officer.

The incident commander shall schedule regular briefings with sector officers. The Municipal Emergency Control Group is primarily mandated to address the ongoing, or potentially expanding threat to the broader community, including the health, safety and well being of persons; property and infrastructure; essential services; the environment; the local economy, and to instill a level of confidence to the public.

The responsibilities of the Municipal Emergency Control Group are to:

(1) advise the Mayor as to whether an emergency should be declared, and what part of the municipality should be designated as the emergency area;

(2) ensuring that Emergency Management Ontario has been notified of declared or impending emergencies;

(3) ensuring an incident commander has been appointed;

(4) activating the Town of Fort Frances emergency response plan;

(5) authorizing the expenditure of money;

(6) managing information, including maintenance and retention of events log and records pertaining to expenditures;

(7) maintaining a log outlining decisions made and actions taken;

(8) managing emergency information;

(9) directing the movement of equipment and resources beyond the immediate emergency site(s);

(10) ordering evacuations as necessary based on site requirements of the incident commander;

(11) discontinuing utilities or services on a wide scale;

(12) directing the use of municipal resources;

(13) arranging extra resources (human and material);

(14) liaising with other municipalities and other levels of government, including the activation of mutual aid agreements;

(15) recommending the termination of the state of emergency, when appropriate;

(16) implementing a recovery strategy; and

(17) participating in post-emergency debriefings.

5.3 Mayor

Upon learning of a potential emergency, the Mayor should consider the possible need for activation of the Plan, and if warranted, shall trigger the "Emergency Plan – Alert Procedure" **(see Appendix A).**

The Mayor or alternate shall:

(1) declare an emergency to exist. Complete the "Declaration of an Emergency" form **(see Appendix F)**;

(2) notify the Minister of Community Safety and Correctional Services of the declaration of an emergency and of the termination of an emergency;

(3) take action to make orders, not contrary to law, to implement the Plan and to protect the property, health, safety, and welfare of the inhabitants of the Town;

(4) participate in decision making, determining priorities, and issuing strategic directives through the Town Administrator for the resolution of the emergency;

(5) request assistance from senior levels of government, when required;

(6) in consultation with the Town Administrator, approve news releases and public announcements;

(7) as the Town of Fort Frances's key spokesperson, address the media as soon as possible after declaring an emergency. Staff advisors shall accompany the Mayor to address technical questions;

(8) keep Council updated regarding the situation and actions being taken to resolve the emergency;

(9) terminate the emergency at the appropriate time and ensure all concerned have been notified.

5.4 Town Administrator – EOC Manager

Upon learning of a potential emergency, the Town Administrator should consider the possible need for activation of the Plan, and if warranted, shall trigger the "Emergency Plan – Alert Procedure" **(see Appendix A)**.

The Town Administrator or alternate shall:

(1) chair the meetings of the Municipal Emergency Control Group;

(2) participate in decision making, determining priorities, and issuing strategic directives for the resolution of the emergency;

(3) organize and supervise all activities within the Emergency Operations Centre;

(4) advise the Municipal Emergency Control Group on administrative matters including Corporate Policies and Procedures;

(5) conduct planning Cycle meetings on a scheduled basis;

(6) disseminate decisions or directions to all response agencies made by the Municipal Emergency Control Group;

(7) in conjunction with the Municipal Emergency Control Group direct the appointment of an liaison officer.

(8) in the Mayor's or designates absence, or at the request of the Mayor or designate, assume the Mayor's responsibilities in the Emergency Operations Centre;

(9) approve news releases and public service announcements from the EOC prior to their release;

(10) liaise with Town Managers or Chief Administrative Officers of neighbouring municipalities affected by the emergency or providing assistance to Town of Fort Frances emergency operations;

(11) maintain a detailed log of all actions taken by the Town Administrator;

(12) coordinate and chair a post-emergency debriefing of all key personnel involved in the emergency operations;

(13) prepare a post-emergency report for submission to Town Council.

5.5 Emergency Information Officer

The Emergency Information Officer or alternate shall:

(1) advise the Municipal Emergency Control Group on matters pertaining to public information, public affairs, and media relations;

(2) gather, process and disseminate information for use by the Municipal Emergency Control Group;

(3) upon approval of the Administrator or designate, release information to the public and media;

(4) direct the establishment and operation of a Media Centre, a Call (Information) Centre, and an emergency site media centre;

(5) issue public announcements, instructions, or warnings as directed by the Mayor or designate or Administrator;

(6) provide public relations support as required;

(7) coordinate all media requests, including arrangements for supervised tours near the emergency site(s);

(8) arrange for photo or video records of the emergency operations;

(9) maintain a detailed log of all actions taken by the Emergency Information Officer;

(10) participate in a post-emergency debriefing.

5.6 Scribe

The scribe or alternate will:

(1) assist the Town Administrator with their functions as requested;

(2) ensure that timely and correct information is displayed on the Main Event Board within the Emergency Operations Centre;

(3) maintain a detailed log of all actions taken by the Municipal Emergency Control Group;

(4) coordinate the provision of clerical staff to assist in the Emergency Operations Centre as required;

(5) if directed by the Mayor or designate, ensure that all Councillors are advised of the declaration and termination of the emergency;

(6) if directed by the Mayor or designate, arrange a special Council meeting(s);

(7) coordinate the arrangements for identification cards to be issued to the Municipal Emergency Control Group, Town support staff and external resource personnel as required;

(8) setup and maintain the operation of feeding, sleeping and meeting areas at the Emergency Operations Centre as required;

(9) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator;

(10) ensure the security of the Emergency Operations Centre.

5.7 Fire Chief

Upon learning of a potential emergency, the Fire Chief should consider the possible need for the activation of the Plan, and if warranted, shall trigger the "Emergency Plan – Alert Procedure" **(see Appendix A)**.

The Fire Chief or alternate shall:

(1) provide the Municipal Emergency Control Group with information and advice on fire service matters;

(2) participate in decision making, determining priorities, and issuing strategic directives for the resolution of the emergency;

(3) Ensure an incident commander or sector officer has been appointed to control operations at the emergency site.

(4) establish a communications link with the onsite fire officer;

(5) if required activate mutual aid arrangements for the provision of additional firefighting resources and equipment;

(6) arrange for additional equipment and materials as required;

(7) coordinate assistance with other municipal, regional, provincial, or federal departments and agencies;

(8) maintain a detailed log of all actions taken by the Fort Frances Fire and Rescue Service;

(9) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator.

5.8 Community Emergency Management Coordinator

Upon learning of a potential emergency, the CEMC should consider the possible need for the activation of the Plan, and if warranted, shall trigger the "Emergency Plan – Alert Procedure" **(see Appendix A)**.

The CEMC shall:

(1) be responsible and accountable for the development and implementation of the Town of Fort Frances emergency management program;

(2) provide the Municipal Emergency Control Group with information and advice on emergency management and progress of the program;

5.9 Manager of Operations and Facilities

Upon learning of a potential emergency, the Manager of Operations and Facilities should consider the possible need for activation of the Plan, and if warranted, shall trigger the "Emergency Plan – Alert Procedures" **(see Appendix A).**

The Manager of Operations and Facilities or alternate shall:

(1) provide the Municipal Emergency Control Group with information and advice on engineering and transit matters;

(2) participate in decision making, determining priorities, and issuing operational directives through the Administrator - EOC Manager for the resolution of the emergency;

(3) Ensure an incident commander or sector officer has been appointed to control operations at the emergency site.

(4) direct and coordinate all Public Works operations in accordance with the Plan and directions issued by the Municipal Emergency Control Group;

(5) maintain liaison with flood control centres, conservation and environmental agencies and be prepared to conduct relief or preventative operations;

(6) provide engineering, personnel, materials, supplies, and equipment as required in support of emergency operations;

(7) arrange for and coordinate provision and use of personnel, engineering materials, and equipment from other municipal, regional, provincial, or federal departments or private/commercial agencies;

(8) assist with traffic control and emergency operations by clearing emergency routes, assisting the police in closing and opening roadways, marking obstacles, installing emergency road signs, and other actions as required;

(9) coordinate the provision and use of all transportation resources in support of evacuation or other emergency operations as required;

(10) coordinate the provision of emergency potable water, supplies, and sanitation facilities in support of emergency operations;

(11) maintain liaison with regional public works and utility service agencies (i.e. hydro, gas, telephone, cable) and issue directions for the disconnection and reconnection of services

(12) coordinate efforts to re-establish essential services;

(13) coordinate debris removal activities;

(14) coordinate demolition or securing of all “unsafe” buildings as directed by the Chief Building Official;

(15) coordinate Public Works support for restoration and clean-up activities following the termination of the emergency;

(16) maintain a detailed log of all actions taken by the Public Works Department;

(17) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator.

5.10 Treasurer

Upon learning of a potential emergency, the Treasurer should consider the possible need for activation of the Plan, and if warranted, shall trigger the "Emergency Plan – Alert Procedures" **(see Appendix A).**

The Town Treasurer or their alternate shall:
(1) Alternate as a scribe while in the EOC. Should no scribe be designated by the Town Administrator the Treasurer or their designate will act in this role, until otherwise directed by the Town Administrator;

(2) The provision of information and advice on financial matters as they relate to the emergency;

(3) Liaison, if necessary, with the Treasurers of other local and neighbouring municipalities;
(
4) Ensuring that records of expenses are maintained for future claim purposes;

(5) Ensuring the prompt payment and settlement of all legitimate invoices and claims incurred during an emergency;

(6) The provision and securing of equipment and supplies not owned by the Town of Fort Frances.

5.11 Chief Building Official

If requested, the Chief Building Official shall coordinate with the Manager of Operations and Facilities in the securing of unsafe buildings, or demolition of structures found to be unsafe. The CBO shall also maintain a detailed log of all actions taken and if requested participate in a post-emergency debriefing.

6.0 SUPPORT GROUPS

6.1 Introduction

Municipal Emergency Control Group Advisory & Support Staff may be formed from Other Town staff, Government Officials, Community Stakeholders and Outside Experts may be called by the Administrator to join the Municipal Emergency Control Group for resource and advisory purposes. These individuals do not have to be appointed by council as their invitation is specific to their expertise. Their advice, resources and information will assist the Municipal Emergency Control Group in making decisions. The Administrator, Fire Chief/CEMC or EIO are responsible for notifying Support Group personnel to report to the Emergency Operations Centre.

The following are members of the Community Emergency Control Group Advisory & Support Staff:

- OPP Detachment Commander or their Alternate;
- Superintendent of Power Corporation;
- Riverside Health Representative or their Alternate;
- RRDSSAB Representative or their Alternate;
- Northwestern Health Unit Representative or their Alternate;
- Ambulance Representative or their Alternate;
- Resolute FP Representative or their Alternate;
- MNR Representative or their Alternate;
- 93.1 The Border Representative or their Alternate;
- Centra Gas Representative or their Alternate;
- Union Gas Representative or their Alternate;
- Red Cross Representative or their Alternate;
- Victim Services Representative or their Alternate;
- RRDSB Representative or their Alternate;
- NWCDSB Representative or their Alternate;
- CN Police Representative or their Alternate.

6.2 Incident Commander

The incident commander shall:

(1) organize and coordinate the response at the emergency site(s) with all sector officers;

(2) assess the situation under existing and potential conditions by consulting with sector officers and other agencies, take/authorize any action appropriate to preserve life, protect property and otherwise mitigate the adverse effects of the emergency;

(3) coordinate with the Municipal Emergency Control Group and sector officers to ensure that the necessary equipment, supplies, and personnel are available;

(4) provide, at regular intervals, information updates and reports regarding activities at the emergency site to the Municipal Emergency Control Group;

(5) schedule briefings with individual and collective sector officers as to agency response status;

(6) activate or coordinate with agencies, the evacuation of the immediate area or any area likely to be placed at risk, if warranted by conditions,

(6) consider response alternatives and determine appropriate response actions (evacuation, containment, etc.) in consultation with sector officers and the Municipal Emergency Control Group;

(7) establish an on-site Command Post at an appropriate distance from the emergency area that provides a good vantage point from which access to the emergency site can be controlled;

(8) brief sector officer regarding the situation as they become involved;

(9) obtain background information from those involved in the emergency or those who may have witnessed the incident, concerning the nature of hazardous material(s) and/or situation(s). Consult with experts, as required, to mitigate the emergency;

(10) develop an Emergency Site Organization Plan/Layout with the assistance of sector officers and establish inner and outer perimeters and staging areas to control access to and movement within emergency site(s);

(11) the release of information at the scene with the emergency information officer and the Municipal Emergency Control Group;

(12) request, from the Municipal Emergency Control Group, logistical support for emergency operations and personnel at the scene;

(13) ensure the overall safety of the emergency site, in particular that safety precautions are enforced regarding wearing personal protective equipment;

(14) In consultation with sector officers, develop a demobilization plan for all resources within the emergency site. Implement this plan upon official notification of the termination of the emergency;

(15) ensure that all sector officers have established work schedules for their personnel at the emergency site(s);

(16) maintain a detailed log of all actions taken;

(17) participate in a post-emergency debriefing and provide such reports as requested by the Administrator.

6.3 Northwestern Health Unit Representative

The Medical Officer of Health or Health Unit Representative shall:

(1) provide the Municipal Emergency Control Group with information and advice on matters pertaining to public and/or environmental health;

(2) participate in decision making, determining priorities, and issuing operational directives for the resolution of the emergency, as requested by the Municipal Emergency Control Group;

(3) receive and distribute vaccine in the event of a pandemic;

(4) liaise with the Ministry of Health, Public Health branch;

(5) provide recommendations regarding the evacuation of buildings or areas for reasons of health;

(7) coordinate response to disease related emergencies or anticipated emergencies such as epidemics, in accordance with the Ministry of Health policies;

(8) liaise with the Manager of Operations and Facilities regarding the provision and testing of potable water and sanitation facilities;

(9) liaise with the Director of Ontario Works and other agencies on areas of mutual concern regarding health services in emergency areas including: food safety, counseling of victims, general safety and sanitation, accommodation standards, air monitoring, provision of home care services;

(10) maintain detailed log of actions taken by the Northwestern Health Unit;

(11) participate in a post-emergency debriefing and provide reports as requested by the Administrator;

(12) coordinate with the Community Care Access Centre for appropriate home care for any early discharge of patients.

6.4 Rainy River District Social Services Board Representative

(1) coordinate assistance from other municipal, regional, provincial, federal departments, or private agencies; Control community service agencies to assist at reception, and other tasks as directed by group

(2) maintain a detailed log of all actions taken by the Community Services Division;

(3) participate in a post-emergency debriefing and provide reports as requested by the Administrator.

6.5 Media Communications

(1) The Municipal Emergency Control Group shall use B93 FM to inform emergency personnel and the public of the situation and of the action to be taken. In the event that B93FM is unable to broadcast, KBWH FM (99.5) will be the alternate station.

6.6 Hospital Official

(1) provide the Community Control Group with information and advice;

(2) implement the hospital emergency plan;

(3) coordinate with ambulance services the transportation and delivery of casualties to hospital and/or treatment Centres.

6.7 Ambulance Service Representative

The Ambulance Service Representative or alternate shall:

(1) provide the Community Control Group with information and advice on health service matters;

(2) participate in decision making, determining priorities, and issuing operational directives to support the resolution of the emergency

(3) activate the appropriate emergency call out procedures;

(4) coordinate the acquisition of ambulance resources as required by the incident commander or sector officer;

(5) coordinate with senior police officials the movement of ambulances to and from the emergency site(s);

(6) coordinate with other Emergency Services and Duty Officer for the provision of triage and treatment at the emergency site(s), casualt collection posts, and the distribution of casualties in accordance with the Plan and directions issued by the Community Control Group;

(7) coordinate the provision of special emergency health service resources at the emergency site (i.e. ambulances, support units, paramedics, ambulance helicopters, etc.);

(8) coordinate with the MOH in time of epidemics for the provision of triage and emergency treatment at the emergency site(s), causality collection posts and the distribution of casualties.

(9) provide the main radio communication link among health services and RRDSSAB Health Services Manager for notifying and requesting assistance of the Ontario Ministry of Health and Long Term Care, Emergency Health Services;

(10) liaise with the Medical Officer of Health and assist with the organization and transportation of persons in health care facilities, homes for the aged, nursing and rest homes, and disabled citizens that need to be evacuated;

(11) maintain a detailed log of all actions taken by the Ambulance Service;

(12) participate in a post-emergency debriefing and provide reports as requested by the Administrator.

6.8 **Red Cross, if requested**:

(1) Coordinate (lead role) the provision of emergency feeding, reception, accommodations, clothing, identification, registration and inquiry;

(2) Provide registration and inquiry services and assist at reception center(s) as required;

(3) Provide first aid services at evacuation centers and other locations required;

(4) Maintain a detailed log of all actions taken and provided reports are requested by the administrator-EOC Managers/CCG Fort Frances;

(5) The Canadian Red Cross staff or designates will act as public information Liaison at all disaster response, concerning Canadian Red Cross matters;

(6) Responding to the dispatch call by arriving on the scene within three hours from call;

(7) Volunteers will, at minimum wear Red Cross lanyard and identification card, as well as a Canadian Red Cross vest;

(8) Canadian Red Cross will provide for immediate emergency needs, such as lodging, comfort kits, food and clothing and family reunification, for a period of up to 72 hours or as needed;

(9) The Canadian Red Cross team leader will assess the situation and the needs of the victims;

(10) The Canadian Red Cross team leader, or designate, will liaise at the emergency scene with RRDVSP Team Leader/s.

6.9 Rainy River Districts Victim Services Program, will provide, on request:

(1) Team leaders that will dispatch the correct number of RRDVSP volunteers as requested RRDSSAB or CRCS

(2) Volunteers will take direction from a RRDVSP Team Leader, liaise with the RRDSSAB and CRCS staff/ volunteers on –scene, and follow their own protocols within their mandate.

(3) Provide victims with emotional support, practical assistances and referral information in keeping with the policies.

(4) Follow-up Services with victims with regard to emotional, practical and referral support in the days following the event, if victims have consented. If at any time, a further need is identified that can be met by CRC or RRDSSAB, victims will be referred to their services for additional assistance

(5) Volunteers with proper identification and emergency vests

(6) Personal services (if applicable) for referrals to, hospital, clinics, veterinarians, pet shelters, clergy, spiritual advisors, access to counseling services, local transportation, etc.

(7) Provide (dependant on numbers) emergency, one- time personal hygiene supplies for all adults, diapers etc.

6.10 Amateur Radio Operators

If requested, the Fort Frances Amateur Radio Operators shall provide radio equipment and operators at the Emergency Operations Centre and other locations as required and directed by the Community Control Group. It shall also maintain a detailed log of all actions taken and provide reports as requested by the Administrator

6.11 Ministry of Natural Resources

If requested, the Ministry of Natural Resources shall provide additional personnel and equipment as required. They shall also maintain a detailed log of all actions taken and provide reports as requested by the Administrator. The MNR shall be accessed through the Duty Officer for EMO

6.13 Critical Incident Stress Management Team

If requested, the CISM Team will work with the Administrator and/or Incident Commander to provide debriefings and follow-ups for emergency service personnel and community intervention as required.

6.14 OPP Detachment Commander

Upon learning of a potential emergency, the Detachment Commander should consider the possible need for activation of the Plan, and if warranted, shall trigger the "Emergency Plan – Alert Procedure" **(see Appendix A)**.

The Detachment Commander or alternate shall:

(1) provide the Municipal Emergency Control Group with information and advice on law enforcement matters;

(2) participate in decision making, determining priorities, and issuing strategic directives for the resolution of the emergency;

(3) activate the OPP Emergency Call Out Procedures;

(5) establish a communications link with the Police Incident Commander;

(6) direct the establishment of inner and outer perimeters around the emergency site(s);

(7) direct and control the dispersal of crowds within the emergency site(s);

(8) direct the movement of emergency vehicles to and from the emergency site(s);

(9) coordinate the arrangements for police operations with other municipal, provincial, or federal departments and arrange for additional supplies and equipment as required;

(10) maintain law and order in evacuation and reception centres and other temporary facilities;

(11) protect property and maintain law and order at the emergency site(s);

(12) maintain a detailed log of all actions taken by the OPP;

(13) participate in a post-emergency debriefing, and provide reports as requested by the Town Administrator.

6.15 Superintendent of the Power Corporation

Upon learning of a potential emergency, the Superintendent of Power Corporation should consider the possible need for activation of the Plan, and if warranted, shall trigger the "Emergency Plan – Alert Procedures" **(see Appendix A).**

(1) provide the Municipal Emergency Control Group with information and advice on electrical matters;

(2) participate in decision making, determining priorities, and issuing strategic directives through the Administrator - EOC Manager for the resolution of the emergency;

(3) Ensure an incident commander or sector officer has been appointed to control operations at the emergency site.

(4) discontinue private or public electrical service in the emergency area if continuation of electrical service constitutes a hazard to public safety.

(5) provide alternate supplies of electrical power where necessary and practicable

(6) maintain a detailed log of all actions taken by the Power Corporation;

(7) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator.

7.0 Composition of the Emergency Management Program Committee

The Municipal Emergency Management Program Committee is the group responsible for conducting an annual review of the Municipalities Emergency Management Program and shall make recommendations to the Council for its revision if necessary.

The following are members of the Emergency Management Program Committee, as approved by Council:

- Mayor;
- Administrator;
- Fire Chief/CEMC;
- EIO;
- Manager of Operations & Facilities;
- Treasurer;
- Chief Building Official.

8.0 TRAINING AND EVALUATION

8.1 Introduction

Training, exercise, and evaluation form the basis for ensuring that collective efforts at all levels can be properly coordinated and controlled. Effective

emergency response is possible only when people understand the Plan and have had the opportunity to practice the procedures.

The Plan must provide for:

(1) the education of Town staff concerning emergency preparedness and their responsibilities established within the Plan;

(2) individual and collective training to ensure personnel are prepared to implement the Plan; and

(3) exercises and evaluations to practice and confirm the state of readiness of Town staff to respond to an emergency.

8.2 Definitions

Simulated Exercises:
Individual control agencies practice operational procedures without the actual deployment of personnel or resources. Common approaches to this type of exercise include paper exercises and tabletop discussions. The actions of upper and lower operations are simulated by the exercise design staff.

Specialty Exercises:
These exercises practice response to a specific risk such as: bomb threats, aircraft disaster, major flooding, or radiation spill. These types of exercises can involve a simulated approach or actual deployment of resources.

Communication Exercises:
These exercises are designed to test the emergency notification procedures or to practice or evaluate communication resources.

Emergency Operations Centre Exercises:
The Emergency Operations Centre staff shall convene to test and develop operational procedures, problem solving skills, communication systems, and interoperability within the Town of Fort Frances and other outside agencies. The conduct of these exercises is usually in the form of a paper or communication exercise with staff participating as the Emergency Site Manager and representing coordinated departmental control centres.

8.3 Definitions - continued

Major Exercise:
This exercise involves the physical deployment of resources in response to a staged emergency situation. It may be undertaken by a single department or agency or may be conducted in conjunction with others.

Mass Exercise:
This is a wide-scale, comprehensive exercise that involves all, or the majority of responding agencies and the actual deployment and exercise of resources at all levels. A mass exercise includes the activation of the Municipal Emergency Control Group, Emergency Operations Centre and one or more emergency sites.

8.4 Training

Each Department is responsible for conducting individual, team, and combined training to ensure that staff are prepared to perform the tasks and responsibilities outlined in their respective Emergency Response Procedures.

8.5 Exercises

The purposes of exercises are:

(1) to practice, test, evaluate, and improve plans and operational capabilities;

(2) to promote and refine co-operation and coordination among operational teams, staff, and support groups, and command and control elements;

(3) to stimulate and maintain interest and enthusiasm.

Departments are responsible for developing and conducting simulated, specialty, communication, and major exercises within their departments.

The Municipal Emergency Control Group shall conduct a minimum of one exercise each year. This may be a simulated or communication exercise.

8.6 Evaluation

Each department or agency is responsible for the evaluation of its Emergency Response Procedures and the readiness of its respective organization. Significant occurrences that limit or preclude an organization from performing the responsibilities outlined in the Plan must be reported to the Fire Chief.

9.0 PLAN MAINTENANCE AND REVISION

An Emergency Planning & Evaluation Committee chaired by the Community Emergency Management Coordinator or designate, will be composed of staff from various Town departments and outside agencies. The Committee will be responsible for keeping the Plan (and its appendices) current with respect to legislation, agency roles and responsibilities and any other pertinent information.

Town departments are responsible for reviewing and amending their internal sub-plans annually.

The Emergency Planning & Evaluation Committee will review and revise the Plan in January of every year, and any amendments shall be distributed to all of the Plan holders in a timely manner (see **Appendix I**, Distribution List).

Community Emergency Management Coordinator (CEMC) Designate

Every municipality is required to designate an Emergency Management Program Coordinator, otherwise referred to as a Community Emergency Management Coordinator (CEMC). This CEMC is also required to complete certain training, within one year of designation as CEMC.

References
O Reg 380/04 states:

Emergency management program co-ordinator
10. (1) Every municipality shall designate an employee of the municipality or a member of the council as its emergency management program co-ordinator.
(2) The emergency management program co-ordinator shall complete the training that is required by the Chief, Emergency Management Ontario.
(3) The emergency management program co-ordinator shall co-ordinate the development and implementation of the municipality's emergency management program within the municipality and shall co-ordinate the municipality's emergency management program in so far as possible with the emergency management programs of other municipalities, of ministries of the Ontario government and of organizations outside government that are involved in emergency management.
(4) The emergency management program co-ordinator shall report to the municipality's emergency management program committee on his or her work under subsection (3).
Further, section 1 of the EMCPA defines "employee of a municipality" as:
"employee of a municipality" means an employee as defined in section 278 of the Municipal Act, 2001 or a designated employee as defined in section 217 of the City of Toronto Act, 2006, as the case may be; ("employé municipal").

The section of the Municipal Act, 2001, referenced above states:
278. (1) In sections 279, 280 and 282,
"employee" means any salaried officer, or any other person in the employ of the municipality or of a local board and includes,
(a) a member of the police force of the municipality,

1 In this section Minister refers to the Minister of Municipal Affairs.
Similarly, the City of Toronto Act, 2006, states:
"designated employee" means any salaried officer, or any other person in the employ of the City or of a local board (extended definition) of the City and includes,
(a) a member of the city police force,
(b) persons that provide their services on behalf of the City without remuneration, exclusive of reimbursement of expenses or honoraria, if city council has passed a by-law designating such persons or classes of persons as designated employees for the purposes of this section, and
(c) any other person or class of persons designated as a designated employee by the Minister of Municipal Affairs and Housing; ("employé désigné").

Regarding the CEMC training requirements, on 2017-01-09 the Fire Marshal and Chief, Emergency Management Ontario issued a guidance document that stated:
Municipal emergency management program coordinators, as designated by their municipality under O Reg 380/04 s. 10 (1), will complete the following courses offered by the OFMEM, within one year of their appointment as emergency management program coordinator.
- *EM 200 – Basic Emergency Management*
- *EM 300 – Community Emergency Management Coordinator Course*
- *IMS 100 – Introduction to Incident Management System (available online)*
- *IMS 200 – Basic Incident Management System*

Emergency management program coordinators that have already completed this training will not be required to repeat it.

Interpretation and Verification Requirements
The EMPCA specifies that the CEMC be an employee of the municipality as defined by the Municipal Act, 2001, or the City of Toronto Act, 2006, as referenced above. We have considered this definition in two particular circumstances:

• Volunteers – As long as the municipality has either passed a by-law which designates the individual as a municipal employee, or have passed a by-law which designates a volunteer group (e.g. a Volunteer Fire Service) that the individual is a member of, as municipal employees, this individual can be appointed as the CEMC; and

• Consultants – As a consultant is not a municipal employee, a consultant may not be appointed as a CEMC.

To verify compliance with these requirements of the EMCPA, OFMEM requests a properly completed and signed Form 4-1 (attached), whenever a new CEMC is appointed, along with verification that the appointed CEMC has completed the required training within one year of designation. It is not necessary for a Form 4-1 to be submitted annually; only when there is a new CEMC designated.

The Town of Fort Frances Community Emergency Management Coordinator is:

Tyler Moffitt, Fire Chief/CEMC.

The Alternate Community Emergency Management Coordinators are:

Patrick Briere, MLEO/Alternate CEMC/PIO.

Municipal Emergency Management Program

Municipality of FORT FRANCES

Designation TOWN

Region/District RAINY RIVER DISTRICT

Published March 2018

Revised May 2021

TOWN OF FORT FRANCES EMERGENCY MANAGEMENT PROGRAM

The Emergency Management and Civil Protection Act, R.S.O. 1990, c.E.9, as amended and its associated regulations and standards, requires the implementation of a mandatory emergency management program by all Ontario Municipalities.

The Emergency Management Program shall consist of the following:

- Designation of a Community Emergency Management Coordinator (CEMC);
- Formation of a Municipal Emergency Management Program Committee;
- Publication of an appropriate Emergency Operations Centre (EOC);
- Development of an appropriate Emergency Response Capability;
- Conduct annual training and exercises for the MECG and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
- Development and Implementation of a Public Awareness Program & Education on risks to public safety and preparedness for emergencies;
- Identification of individuals to act as Emergency Information Officers;
- Conduct an Annual Review of the Emergency Management Program.

MISSION/GOAL

The mission of the Town of Fort Frances MECG is to provide the highest level of emergency preparedness to the visitors and citizens of Fort Frances. Our goal is to save lives, protect property and the environment through prevention, mitigation, preparedness, response and recovery actions.

Prevention – Actions taken to prevent an emergency or disaster.

Mitigation – Actions taken to reduce the effects of an emergency or disaster.

Preparedness – Actions taken prior to an emergency or disaster to ensure an effective response. These actions include the formulation of an emergency response plan, training, exercises and public awareness and education.

Response – Actions taken to respond to an emergency or disaster.

Recovery – Actions taken to recover from an emergency or disaster and to return the Town of Fort Frances or the affected area back to normal after an emergency or disaster.

MEMBERS OF THE EMERGENCY MANAGEMENT PROGRAM COMMITTEE

The emergency management program committee acts as an advisory committee to the MECG and its advisory & support members. The program committee guides the development, implementation and maintenance of the Town of Fort Frances Emergency Management Program. The formation of this committee is a key organizational step towards making the emergency management process work at the local level.

The Committee is chaired by the Town Administrator and is composed of the following positions or their alternates:

- Mayor or Deputy Mayor;
- Town Administrator (CHAIR);
- Emergency Information Officer;
- Fire Chief/CEMC;
- Manager of Operations & Facilities;
- Treasurer;
- Chief Building Official.

The emergency management program chair and committee members are approved by Municipal By-Law by the Mayor & Council of the Town of Fort Frances.

Public Information Officer Designate

Every municipality must designate an employee of the municipality as its EIO, who acts as the primary media and public contact for the municipality in an emergency.

References
O. Reg 380/04, Para 14 states:

Public information officer
14. (1) Every municipality shall designate an employee of the municipality as its public information officer.
(2) The public information officer shall act as the primary media and public contact for the municipality in an emergency.
Interpretation and Verification Requirements

The designated PIO must be an employee of the municipality. It is the responsibility of the municipality to ensure that the designated PIO is an employee of the municipality, as defined in the Municipal Act, 2001 (refer to section 1 of this guide).
Therefore, in order to verify compliance with the EMCPA regarding the designation of a municipal PIO, OFMEM requests the name and contact information of the designated PIO.

The Town of Fort Frances Public Information Officer is:

Patrick Briere, MLEO/Alternate CEMC/PIO

The Alternate Public Information Officer is:

Jordan Forbes, HR Coordinator.

Hazard Identification & Risk Assessment (HIRA)

Municipality of **FORT FRANCES**

Designation **TOWN**

Region/District **RAINY RIVER DISTRICT**

Published **May 2021**

Revised **N/A**

Introduction

Why Should I Have a HIRA?

One of the core challenges faced by emergency managers is how to prevent, mitigate, prepare, respond and recover from different types of hazards.

Several questions must be asked when faced with this challenge:

- What hazards exist in or near my community?
- How frequently do these hazards occur?
- How much damage can they cause?
- Which hazards pose the greatest threat?

This Hazard Identification and Risk Assessment (HIRA) workbook can help guide you in answering these questions.

A HIRA can:

- Help you to prepare for the worst and/or most likely hazards.
- Save time by isolating any hazards which can not affect your community.
- Allows for the creation of emergency plans, exercises and training based on the most likely and/or highest risk scenarios.
- Helps your program to become proactive rather than just reactive.

What is a HIRA?

A HIRA is a risk assessment tool that can be used to assess which hazards pose the greatest risk in terms of how likely they are to occur and how great their potential impact may be. It is not intended to be used as a prediction tool to determine which hazard will cause the next emergency.

The HIRA Process

There are four steps to create and maintain a HIRA:

1) **Hazard Identification** - In this step the hazards that could impact your community are separated from those that cannot. This requires a review of all hazards and their causes to determine whether they may be a threat to your community. This may require the consultation of the scientific community, historical records and government agencies.

2) **Risk Assessment** - In this step the level of risk for each hazard is examined. This may involve speaking with hazard experts, researching past occurrences and possible scenarios. The likelihood of the hazard occurring and the potential impacts of the hazard on people, property, the environment, business and finance and critical infrastructure should be examined.

3) **Risk Analysis** - The information collected in the risk assessment step will be analyzed in this step. The desired outcome of the risk analysis is the ranking of the hazards. This highlights the hazards that should be considered a current priority for your emergency management program.

4) **Monitor and Review** - It is important to remember that a HIRA is an ongoing process and hazards and their associated risks must be monitored and reviewed.

Step One: Hazard Identification Worksheet

The list below is a starting point in identifying hazards. Check all that apply.

	Natural Hazards		Technological Hazards
X	Agricultural and Food Emergency	X	Building/Structural Collapse
X	- Farm Animal Disease	X	Critical Infrastructure Failure
X	- Food Emergency	X	Dam Failure
X	- Plant Disease and Pest Infestation	X	Energy Emergency (Supply)
X	Drinking Water Emergency	X	Explosion/Fire
X	Drought/Low Water	X	Hazardous Materials Incident/Spills
X	Earthquake	X	- Fixed Site Incident
X	Erosion	X	- Transportation Incident
X	Extreme Temperatures	X	Human-Made Space Object Crash
X	- Heat Wave	X	Mine Emergency
X	- Cold Wave		Nuclear Facility Emergency
X	Flood	X	Oil/Natural Gas Emergency
X	- Riverine Flood	X	Radiological Emergency
X	- Seiche	X	Transportation Emergency
X	- Storm Surge	X	- Air Emergency
X	- Urban Flood	X	- Marine Emergency
X	Fog	X	- Rail Emergency
X	Forest/Wildland Fire	X	- Road Emergency
X	Freezing Rain		**Human-Caused Hazards**
	Geomagnetic Storm	X	Civil Disorder
X	Hail	X	Cyber Attack
X	Human Health Emergency	X	Sabotage
X	- Epidemic	X	Special Event
X	- Pandemic	X	Terrorism/CBRNE
	Hurricane	x	War and International Emergency
X	Land Subsidence	Other:	
X	Landslide	Other:	
X	Lightning	Other:	
X	Natural Space Object Crash	Other:	
X	Snowstorm/Blizzard	Other:	
X	Tornado	Other:	
X	Windstorm	Other:	

Step Two: Risk Assessment

Risk Assessment - Frequency

How likely is it that your community could be impacted by the hazards you identified in the previous step?

The sources used for your hazard identification can also be used for assessing the frequency and magnitude. Once you have collected information on the frequency of each of the hazards, they can be grouped into the categories below:

Frequency	Category	Percent Chance	Description
1	Rare	Less than a 1% chance of occurrence in any year.	Hazards with return periods >100 years.
2	Very Unlikely	Between a 1- 2% chance of occurrence in any year.	Occurs every 50 – 100 years and includes hazards that have not occurred but are reported to be more likely to occur in the near future.
3	Unlikely	Between a 2 – 10% chance of occurrence in any year.	Occurs every 20 – 50 years
4	Probable	Between a 10 – 50% chance of occurrence in any year.	Occurs every 5 – 20 years
5	Likely	Between a 50 – 100% chance of occurrence in any year.	Occurs >5 years.
6	Almost Certain	100% chance of occurrence in any year.	The hazard occurs annually.

Example: The hazards for the imaginary community of Trillium were identified as being floods, explosions and earthquakes. The Trillium historical record shows that there have been floods every year. The Fire Chief said that explosions happen every five years or so. A local professor said that there has not been a strong earthquake in the history of the area, but one may be possible. The frequency table for Trillium would look like:

Hazard	Category	Frequency	Notes
Flood	Almost Certain	6	Flooding from ice break-up in the spring occurs annually. Urban flooding during heavy rain also occurs in some areas during the summer.
Explosion	Likely	5	Explosions occur within the community at least once every five years.
Earthquake	Rare	1	Trillium is in a stable geologic area and has not experienced an earthquake in >100 years.

Table 3. Frequency Worksheet

Use the work sheet below to record the frequency of the hazards that could affect your community. Print additional sheets if needed.

Hazard	Category	Frequency	Notes
Agricultural & Food Emergency Farm Animal Disease	3	Unlikely	Rainy River District has the majority of farms and not a main source for food supply.
Agricultural & Food Emergency Food Emergency	4	Probable	Being isolated has effects on shipping supply of food to District.
Agricultural & Food Emergency Plant Disease & Pest Infestation	1	Rare	
Drinking Water Emergency	1	Rare	
Drought/Low Water	1	Rare	Rainy Lake is the water basin for watershed and is controlled by IJC, MNRF, H2O Power and monitored on a 24/7 basis.
Erosion	3	Unlikely	2002, 2014 high waters (Floods) have had an impact on erosion to lands surrounding communities. Rock work completed in 2014 has secured a large area of land, but there remain some vulnerable areas.
Extreme Temperatures Heat Wave	4	Probable	
Extreme temperatures Cold Wave	4	Probable	
Flood	4	Probable	
Fog	3	Unlikely	
Forest/Wildland Fire	5	Likely	
Freezing Rain	5	Likely	
Hail	5	Likely	
Human Health Emergency Epidemic	4	Probable	
Human Health Emergency Pandemic	4	Probable	Influenza & COVID-19 Pandemics were the most recent incidents that affected our Community
Land Subsidence	3	Unlikely	
Lightening	5	Likely	

Snowstorm/Blizzard	5	Likely	
Tornado	4	Probable	
Windstorm	4	Likely	
Building/Structural Collapse	3	Unlikely	
Critical Infrastructure Failure	1	Rare	
Dam Failure	1	Rare	
Energy Emergency (Supply)	4	Probable	
Explosion/Fire	4	Probable	
Hazardous Materials Incidents/Spills Fixed Site Incident	4	Probable	
Hazardous Materials Incidents/Spills Transportation Emergency	4	Probable	
Oil/Gas Emergency	4	Probable	
Transportation Emergency Air Emergency	2	Very Unlikely	
Transportation Emergency Marine Emergency	4	Probable	
Transportation Emergency Rail Emergency	5	Likely	
Transportation Emergency Road Emergency	5	Likely	
Civil Disorder	3	Unlikely	
Cyber Attack	4	Probable	
Sabotage	1	Rare	
Terrorism/CBRNE	1	Rare	
War & International Emergency	1	Rare	
Mine Emergency	3	Unlikely	Mines are located throughout District. No direct effects to Fort Frances, but we would act as a resource/support to any incident as the main Community Hub in the District.

Risk Assessment – Consequence

Consequence is divided into six categories based on recommended practices:

Social Impacts - The direct negative consequences of a hazard on the physical health of people.

Property Damage - The direct negative consequences of a hazard on buildings, structures and other forms of property, such as crops.

Critical Infrastructure Service Disruptions/Impact - The negative consequences of a hazard on the interdependent, interactive, interconnected networks of institutions, services, systems and processes that meet vital human needs, sustain the economy, protect public safety and security, and maintain continuity of and confidence in government.

Environmental Damage - The negative consequences of a hazard on the environment, including the soil, water, air and/or plants and animals.

Business/Financial Impact - The negative economic consequences of a hazard.

Psychosocial Impacts - The negative response of community or a subset of the community to a hazard caused by their perception of risk. This includes human responses such as self-evacuation, mass panic and other potential undesirable responses.

The total consequence value can be obtained by adding the values obtained from each of the sub variables. Note: The social impacts sub variable is further divided into the fatality rate, injury rate and evacuation rate. Since human impacts are often the most 'jarring' result of an emergency and have an unquantifiable impact on the community, social impact was intentionally weighted higher than the other sub variables.

The magnitude categories in this HIRA methodology are a scale of impact, rather than a prioritization. **The same value in two categories does not mean that the consequences of the two are equal and interchangeable.**

Consequence Variables

Fatalities		
Consequence	Category	Description
0	None	Not likely to result in fatalities within the community.
1	Minor	Could result in fewer than five fatalities within the community.
2	Moderate	Could result in 5 – 10 fatalities within the community.
3	Severe	Could result in 10 – 50 fatalities within the community.
4	Catastrophic	Could result in +50 fatalities within the community.

Injuries		
Consequence	Category	Description
0	None	Not likely to result in injuries within the community.
1	Minor	Could injure fewer than 25 people within community.
2	Moderate	Could injure 25 – 100 people within the community.
3	Severe	Could injure +100 people within the community.

Evacuation		
Consequence	Category	Description
0	None	Not likely to result in an evacuation shelter-in-place orders, or people stranded.
1	Minor	Could result in fewer than 100 people being evacuated, sheltered-in-place or stranded.
2	Moderate	Could result in 100 - 500 people being evacuated, sheltered-in-place or stranded.

3	Severe	Could result in more than 500 people being evacuated, sheltered-in-place or stranded.

Property Damage		
Consequence	Category	Description
0	None	Not likely to result in property damage within the community.
1	Minor	Could cause minor and mostly cosmetic damage.
2	Moderate	Localized severe damage (a few buildings destroyed).
3	Severe	Widespread severe damage (many buildings destroyed).

Critical Infrastructure Service Impact (CI)		
Consequence	Category	Description
0	None	Not likely to disrupt critical infrastructure services.
1	Minor	Could disrupt 1 critical infrastructure service.
2	Moderate	Could disrupt 2 – 3 critical infrastructure services.
3	Severe	Could disrupt more than 3 critical infrastructure services.

Environmental Damage		
Consequence	Category	Description
0	None	Not likely to result in environmental damage.
1	Minor	Could cause localized and reversible damage. Quick clean up possible.
2	Moderate	Could cause major but reversible damage. Full clean up difficult.
3	Severe	Could cause severe and irreversible environmental damage. Full clean up not possible.

Business/Financial Impact		
Consequence	Category	Description
0	None	Not likely to disrupt business/financial activities.
1	Moderate	Could result in losses for a few businesses.
2	Severe	Could result in losses for an industry.

Psychosocial Impact		
Consequence	Category	Description
0	None	Not likely to result in significant psychosocial impacts.
1	Moderate	Significant psychosocial impacts including limited panic, hoarding, self-evacuation and long-term psychosocial impacts.
2	Severe	Widespread psychosocial impacts, e.g. mass panic, widespread hoarding and self-evacuation and long-term psychological impacts.

Example: To calculate the consequence for floods in Trillium, the emergency manager used historic accounts, insurance reports and scientific information. This information showed that flooding in Trillium is likely to result in an evacuation of approximately 200 people and that severe property damage was to be expected. The emergency manager also found that during many past floods, roads were not accessible, several businesses had to be closed and there was isolated environmental damage due to erosion along the bank of the river.
Therefore, the magnitude worksheet section for floods would look like:

Social Impacts	Property Damage	Critical Infrastructure Impact	Environmental Damage	Business/Financial Impact	Psycho-social Impact	Sub-variable Total
2	3	1	2	1	0	9

Table 10. Consequence Worksheet

Hazard	Fatalities	Injuries	Evacuation	Property Damage	CI Impact	Environmental Damage	Business/ Financial Impact	Psycho - social Impact	Total
Agricultural & Food Emergency Farm Animal Disease	0	0	0	0	0	1	2	0	3
Agricultural & Food Emergency Food Emergency	0	0	0	0	2	0	2	2	6
Agricultural & Food Emergency Plant Disease & Pest Infestation	0	0	1	1	1	1	1	1	6
Drinking Water Emergency	1	1	1	1	3	0	1	2	10
Drought/Low Water	0	0	0	1	1	1	1	1	5
Erosion	0	1	0	1	0	2	0	1	5
Extreme Temperatures Heat Wave	1	3	0	1	0	1	1	2	9
Extreme Temperatures Cold Wave	1	3	0	1	0	1	1	2	9
Flood	0	1	1	2	2	2	1	2	11
Fog	0	0	0	0	0	1	0	0	1
Forest/ Wildland Fires	0	1	3	2	1	2	1	2	12
Freezing Rain	0	1	0	2	1	1	1	2	8
Hail	0	1	0	2	1	1	1	1	7
Human Health Emergency Epidemic	1	2	1	0	1	0	2	2	9
Human Health Emergency Pandemic	1	2	1	0	1	0	2	2	9

Land Subsidence	0	1	1	2	1	2	1	2	10
Lightening	0	0	1	1	0	0	1	1	4
Snowstorm/ Blizzard	1	2	2	2	1	2	2	2	14
Tornado	1	2	2	2	2	2	2	2	15
Windstorm	0	1	0	1	1	1	1	1	6
Building/ Structural Collapse	1	1	1	2	0	1	0	0	6
Critical Infrastructure Failure	0	1	1	1	2	1	2	2	10
Dam Failure	0	1	1	2	1	2	1	2	10
Energy Emergency (Supply)	0	0	3	0	3	0	2	2	10
Explosion/ Fire	1	2	1	2	1	1	1	2	11
Hazardous Materials Incidents/ Spills Fixed Site Incident	1	2	2	1	1	2	1	2	12
Hazardous Materials Incidents/ Spills Transportation Emergency	1	1	2	1	1	2	1	2	11
Oil/Gas Emergency	0	1	3	1	1	0	2	2	10
Transportation Emergency Air Emergency	1	2	1	2	1	1	1	2	11
Transportation Emergency Marine Emergency	1	2	0	1	1	1	0	0	6
Transportation Emergency Road Emergency	1	2	0	1	1	1	1	1	8
Transportation Emergency Rail Emergency	1	2	2	1	1	2	2	2	13
Civil Disorder	1	2	1	3	2	2	2	2	15

Cyber Attack	0	0	0	1	3	0	2	2	8
Sabotage	1	2	0	1	1	0	1	1	7
Terrorism/ CBRNE	3	3	2	3	3	2	2	2	20
War & International Emergency	1	1	1	2	1	1	1	2	10
Mine Emergency	1	1	0	0	0	0	1	2	5

Total Consequence

Once the consequence values have been added up, they are put into groups as shown in the table below.

This gives equal weight to Consequence and Frequency.

Sub variable Total	Consequence	Description
1 - 4	1	Minor
5- 6	2	Slight
7- 8	3	Moderate
9 - 10	4	Severe
11 - 12	5	Very Severe
+13	6	Catastrophic

Example: The emergency manager of Trillium calculated a total of 9 for floods as shown on page 10. According to the table, this would mean that flood has a consequence of 4 which is described as ‘severe’.

Table 12. Total Consequence Worksheet

Hazard	Sub Variable Total	Consequence Total	Description
Agricultural & Food Emergency Farm Animal Disease	3	1	
Agricultural & Food Emergency Food Emergency	6	2	
Agricultural & Food Emergency Plant Disease & Pest Infestation	6	2	
Drinking Water Emergency	10	4	
Drought/Low Water	5	2	
Erosion	5	2	
Extreme Temperatures Heat Wave	9	4	
Extreme Temperatures Cold Wave	9	4	
Flood	11	5	
Fog	1	1	
Forest/Wildland Fires	12	5	
Freezing Rain	8	3	
Hail	7	3	
Human Health Emergency Epidemic	9	4	
Human Health Emergency Pandemic	9	4	
Land Subsidence	10	4	
Lightening	4	1	
Snowstorm/Blizzard	14	6	
Tornado	15	6	
Windstorm	6	2	
Building/Structural Collapse	6	2	
Critical Infrastructure Failure	10	4	

Dam Failure	10	4	
Energy Emergency (Supply)	10	4	
Explosion/Fire	11	5	
Hazardous Materials Incident Fixed Site Incident	12	5	
Hazardous Materials Incident Transportation Emergency	11	5	
Oil & Gas Emergency	10	4	
Transportation Emergency Air Emergency	11	5	
Transportation Emergency Marine Emergency	6	2	
Transportation Emergency Road Emergency	8	3	
Transportation Emergency Rail Emergency	13	6	
Civil Disorder	15	6	
Cyber Attack	8	2	
Sabotage	7	3	
Terrorism/CBRNE	20	6	
War &International Emergency	10	4	
Mine Emergency	10	4	

Changing Risk

The frequency and consequence can be influenced by factors such as mitigation actions and climate change. Changing Risk helps to account for these changes.

Changing Risk = Change in Frequency + Change in Vulnerability

Changing Risk can be calculated by answering the questions below for each hazard:

Change in Frequency
1. Is the number of non-emergency occurrences of the hazard increasing?

2. Is human activity (e.g. population growth, change of drainage patterns) likely to lead to more interaction with the hazard or an increase in frequency?

3. Is there an environmental reason (e.g. climate change) why the frequency of this hazard may increase?

4. Are human factors such as business, financial, international practices more likely to increase the risk?

If the answer is 'yes' to two or more, then the change in frequency = 2
If the answer is 'yes' to one or fewer then the change in frequency = 1

Change in Vulnerability
1. Is a large number of the population vulnerable or is the number of people vulnerable to this hazard increasing?

2. Does critical infrastructure reliance or a 'just-on-time' delivery system (e.g. stores not keeping a supply of food and relying on frequent shipments) make the population more vulnerable?

3. Are response agencies not aware of, practiced and prepared to response to this hazard?

Are no prevention/mitigation measures currently in use for this hazard?

If the answer is 'yes' to two or more, then the change in vulnerability = 2
If the answer is 'yes' to one or fewer then the change in vulnerability = 1

Table 13. Changing Risk Worksheet

Hazard	Total Change in Frequency	Total Change in Vulnerability	Changing Risk Total
Agricultural & Food Emergency Farm Animal Disease	1	2	3
Agricultural & Food Emergency Food Emergency	2	2	4
Agricultural & Food Emergency Plant Disease & Pest Infestation	1	1	2
Drinking Water Emergency	2	2	4
Drought/Low Water	1	1	2
Erosion	1	2	3
Extreme Temperatures Heat Wave	2	2	4
Extreme Temperatures Cold Wave	2	2	4
Flood	2	1	3
Fog	1	1	2
Forest/Wildland Fire	2	2	4
Freezing Rain	2	1	3
Hail	2	1	3
Human Health Emergency Epidemic	2	2	4
Human Health Emergency Pandemic	2	2	4
Dam Failure	1	2	3

Land Subsidence	1	1	2
Lightening	1	1	2
Snowstorm/Blizzard	2	2	4
Tornado	2	2	4
Windstorm	2	1	3
Building/Structural Collapse	1	1	
Critical Infrastructure Failure	2	2	4
Energy Emergency (Supply)	2	2	4
Explosion/Fire	2	2	4
Hazardous Materials Incident Fixed Site Incident	2	2	4
Hazardous Materials Incident Transportation Emergency	2	2	4
Oil & Gas Emergency	2	2	4
Transportation Emergency Air Emergency	1	1	2
Transportation Emergency Marine Emergency	1	2	3
Transportation Emergency Road Emergency	1	2	3
Transportation Emergency Rail Emergency	2	2	4
Civil Disorder	1	2	3
Cyber Attack	2	2	4
Sabotage	1	1	2
Terrorism/CBRNE	2	2	4
War & International Emergency	1	2	3
Mine Emergency	1	2	3

Step Three: Risk Analysis

Once you have completed the Frequency, Magnitude and Changing Risk Work Sheets, you can now begin to prioritize your hazards by using the HIRA equation:

Risk = Frequency * Consequence * Changing Risk

Example: The Emergency Manager of Trillium found a frequency value of 6, a total consequence value of 4 and a changing risk value of 4 for floods. These numbers were entered into the equation and multiplied together. The result was:

Flood Risk = 6*4*4 = 96

Table 14. Risk Analysis Worksheet

Hazard	Frequency	Magnitude	Changing Risk	Risk Total
Agricultural & Food Emergency Farm Animal Disease	3	1	3	6
Agricultural & Food Emergency Food Emergency	4	2	4	12
Agricultural & Food Emergency Plant Disease & Pest Infestation	1	2	2	4
Drinking Water Emergency	1	4	4	8
Drought/Low Water	1	2	2	4
Erosion	3	2	3	9
Extreme Temperatures Heat Wave	4	4	4	20
Extreme Temperatures Cold Wave	4	4	4	20
Flood	4	5	3	23
Fog	3	1	2	5
Forest/Wildland Fires	5	5	4	29
Freezing Rain	5	3	3	18
Hail	5	3	3	18
Human Health Emergency Epidemic	4	4	4	20
Human Health Emergency Pandemic	4	4	4	20
Land Subsidence	3	4	2	14
Lightening	5	1	2	7
Snowstorm/Blizzard	5	6	4	34

Tornado	4	6	4	28
Windstorm	4	2	3	11
Building/Structural Collapse	3	2	1	7
Critical Infrastructure Failure	1	4	4	8
Dam Failure	1	4	3	7
Energy Emergency (Supply)	4	4	4	20
Explosion/Fire	4	5	4	24
Hazardous Materials Incident Fixed Site Incident	4	5	4	24
Hazardous Materials Incident Transportation Emergency	4	5	4	24
Oil & Gas Emergency	4	4	4	20
Transportation Emergency Air Emergency	2	5	2	12
Transportation Emergency Marine Emergency	4	2	3	11
Transportation Emergency Rail Emergency	5	3	4	19
Transportation Emergency Road Emergency	5	6	3	33
Civil Disorder	3	6	3	21
Cyber Attack	4	2	4	12
Sabotage	1	3	2	5
Terrorism/CBNRE	1	6	4	10
War &International Emergency	1	4	3	7
Mine Emergency	3	1	3	6

Table 15. Prioritization Worksheet

Once you have calculated the risk for the hazards, you may wish to group them based on their level of risk using the table below. This is particularly useful if you have several hazards with the same risk values.

Level of Risk	Description
< 10	Very Low
11 - 20	Low
21 - 30	Moderate
31 - 40	High
41 - 50	Very High
>50	Extreme

Enter your hazards into the work sheet below according to their risk which you calculated from the Risk Analysis Worksheet.

Level of Risk	Description	Hazards
>50	Extreme	
41 - 50	Very High	
31 - 40	High	Snowstorm/Blizzard
21 - 30	Moderate	Extreme Temperatures Heat Wave, Cold Wave Flood Forest/Wildland Fires Tornado Explosion/Fire Hazardous Materials Incident Fixed Site Incident, Transportation Emergency Transportation Emergency Road Emergency Civil Disorder

11 - 20	Low	Agricultural & Food Emergency Food Emergency Freezing Rain Hail Human Health Emergency Epidemic, Pandemic Land Subsidence Windstorm Energy Emergency (Supply) Oil & Gas Emergency Transportation Emergency Air Emergency, Marine Emergency, Rail Emergency Cyber Attack
<10	Very Low	Agricultural & Food Emergency Farm Animal Disease, Plant Disease & Pest Infestation Drinking Water Emergency Drought/Low Water Erosion Fog Lightening Building/Structural Collapse Critical Infrastructure Failure Dam Failure Sabotage Terrorism/CBNRE War &International Emergency Mine Emergency

Step Four: Monitor and Review

Hazards and risks may change over time so it is important to review your HIRA annually.

Date of Current HIRA: May 2021

Date of Next Revision: May 2022

Signature:_____

TOWN OF FORT FRANCES
BY-LAW NO. XX/XX

(Being a by-law to approve a license agreement with 1930709 Ontario Inc. for a food truck and temporary patio at the Sorting Gap Marina)

WHEREAS on April 12, 2021 Council approved a report from the Cody Vangel, Chief Building Official & Municipal Planner, to enter into a License Agreement with 1930709 Ontario Inc. to allow a food truck and temporary patio at the Sorting Gap Marina.

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

1. That the licensing agreement with 1930709 Ontario Inc. 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 13th day of September 2021.

J. Caul, Mayor

E. Slomke, Clerk

Food Services Vehicle Agreement/License of Premises

THIS AGREEMENT ("Agreement") made this **13** day of **September**, **2021**, by and between

The Corporation of the Town of Fort Frances,
a company incorporated under the laws of the Province of Ontario,

("Licensor")

-and-

1930709 Ontario Inc.
a company incorporated under the laws of The Province of Ontario.

("Licensee"),

WHEREAS the Licensor, The Corporation of the Town of Fort Frances is the owner of the premises known as the Sorting Gap Marina ("Marina") located at 1101 Front Street, Fort Frances, ON;

AND WHEREAS The Licensee, 1930709 Ontario Inc., operates a food services vehicle, also known as a "food truck", possesses a current license to do so from the municipality and wishes to Operate it's food truck at the Marina.

WITNESSETH: That for and in consideration of the mutual promises and subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee the right and licence to install, maintain and operate, in accordance with the provisions hereinafter set forth, a food service vehicle and restaurant patio ("Food Service Vehicle"), on a portion of those premises commonly known as The Sorting Gap Marina, which premises are owned by the Licensor. Licensor and Licensee acknowledge and agree that Licensee shall have the right to exercise its rights contained herein,

1. Term

The Licensee may operate on the Licensed Premises up to October 15th of the year of the execution of this Agreement.

After October 15th the Licensor may at its sole discretion grant permission to the Licensee to operate the Food Services Vehicle. Such permission, if given will be granted in writing. Further, the Licensor shall have the authority to give such permission and to withdraw such permission based on changing conditions. The decision of whether to allow operations to occur will be made at the sole discretion of the Licensor.

2. Location

The Licence granted under this Agreement shall apply with respect only to the Marina.

3. Payments

Commencing on the date on which the Food Service Vehicle opens for business the Licensee shall pay to Licensor throughout the Initial Term as license fees ("Licence Fees") the amount of $1.00 per year, payable in advance.

4. Use and Occupancy

Licensee shall have the right to use and occupy approximately one thousand four hundred (1400) square feet located on the west side of the Marina building ("Licensed Location") as shown outlined in red on Schedule "A". Licensee shall have the right to use the Licensed Location only for the purposes of operating a Food Service Vehicle and restaurant patio and for no other purpose. Any solicitation of customers shall be done in a professional and courteous manner. The Licensee shall not operate the Food Service Vehicle in any location other than the Licensed Location without first obtaining the written consent of the Licensor, which consent may be unreasonably withheld.

The Licensee and the Licensor acknowledge and agree that the Licensee shall have the right to exercise its rights contained herein subject to and subordinate to the provisions of a lease that will be granted by the Licensor to a third party for the operation of a Marina at or near the Licensed Location and, its employees and/or agents shall not do or fail to do anything in or at the Licensed Location which would interfere with the operation of the Marina. Licensor may, from time to time, give Licensee notice of any act or omission by Licensee, its employees or agents that is, would or could interfere with the operation of the Marina at or near the Licensed Location. Upon Licensee's receipt of notice, Licensee, its employees and/or agents shall promptly cease and refrain from doing at all future times any and everything that Licensor advises Licensee is, would or could interfere with the operation of the Marina.

Licensee shall maintain and conduct its operations in a first class and proper manner. Licensee's use of the Licensed Location shall be subject to such reasonable limitations and restrictions as Licensor may, from time to time, impose (including hours of operation during which the Food Service Vehicle and/or the Marina are open to the public); provided, however, that such restrictions and limitations shall not unreasonably interfere with or hinder Licensee's operations at the Licensed Location. Except in the case of an emergency, Licensee's personnel shall not block or unduly restrict access to the Marina.

5. Licensee's Employees

All persons employed by Licensee in or about or in connection with the operation of the Licensed location shall be Licensee's employees for all purposes. Licensee shall, at its own cost and expense, maintain worker's compensation coverage, unemployment compensation coverage and any other coverages which may be required by law or by paragraph 9 herein below with respect to Licensee's employees.

Licensee's employees and invitees shall be entitled to use toilets, "break-rooms" and other similar facilities provided by Licensor subject to any rules and regulations promulgated by Licensor.

6. Improvements, Additions, and Signs

Licensee, at its sole cost and expense, shall construct and furnish all fixtures, equipment and furnishings (including but not limited to fenced boundaries) which it deems necessary or desirable for its operations at the Licensed Location and shall pay for all costs of modification of the existing Licensed Location or the installation of its fixtures, equipment and furnishings. Licensee shall comply with all applicable laws, orders and regulations of federal, provincial and municipal authorities and with any direction given by a public officer pursuant to law and with all regulations of any fire underwriters association having jurisdiction. Licensee shall not make any modification nor shall it attach any fixtures or equipment to the Marina utilities without Licensor's prior written approval. Licensee shall submit plans and specifications in reasonable detail (including, without limitation, electrical and mechanical systems, design, colour and proposed materials) of the proposed fixtures, equipment and furnishings to Licensor for written approval prior to doing any work. Licensee shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the Licensed Location. Subject to Licensor's prior written consent, Licensee may place a sign identifying its operation in the Marina window (provided the Marina Lease and applicable law permits such sign). Exterior signs shall be subject to any restrictions imposed on Licensor and applicable law and to the prior written consent of Licensor. Any work done pursuant to this article shall be at times which are agreeable to Licensor. Licensor may require the Licensee to

temporarily cease carrying on the whole or part of the work, and the Licensee agrees to immediately cease work, provided that Licensor prescribes a time or times during which such work may be continued by the Licensee. The removal of any works after the licensing period shall be at the sole cost of the Licensee.

7. Maintenance and Repair

Licensee, at its sole cost and expense, shall take care of and maintain the Licensed Location in good order and repair. Licensor may, at its sole cost and expense, take care of and maintain or cause to be maintained, such portions of the Marina other than the Licensed Location as may affect the Licensed Location, including without limitation, plumbing, electrical equipment (except any equipment in the Licensed Location and any equipment installed by Licensee), and all other structural portions of the Marina; provided however, that the preceding shall not obligate the Licensor to undertake such maintenance on behalf of the Licensee. Licensor and its contractors shall be granted access during normal business hours to enter the Licensed Location for the purpose of servicing, maintaining and otherwise performing service in connection with the Marina; provided, however, that they shall in no event disrupt Licensor's business.

The Licensee shall at its own cost and expense at all times during the currency of this Agreement, keep the Licensed Location in a neat, safe and tidy condition, removing or causing to be removed therefrom all papers, refuse, litter, waste or rubbish arising out of the operations of the Licensee all to the satisfaction of the Licensor at its sole and absolute discretion. The Licensee shall be solely responsible for waste removal on the Licensed Location.

8. Services, Utilities, Accessibility, and Public Toilets

Licensee shall be solely responsible for providing all utilities and services required at the Licensed Location at its sole and absolute expense, including but not limited to electrical and water services. At no time during the course of the term or any renewal thereof shall the Licensee be permitted to use Marina utilities.

Licensee shall be solely responsible for compliance with the provisions of the Accessibility for *Ontarians with Disabilities Act, 2001, S.O. 2001, c. 32* as may be amended as well as its accompanying regulations (together the "Accessibility Act"); shall be responsible at its sole cost and expense for rendering the Licensed Location in compliance therewith; and, Licensee shall indemnify and hold harmless Licensor, its employees and agents from any and all claims, causes of action, damages, expenses and liability, including reasonable legal fees, sustained or incurred by any persons which are based upon or arise out a violation of the *Accessibility Act* at the Licensed Location.

9. Insurance

Licensee shall also keep in force during the term of this Agreement:

(a) **Commercial General Liability Insurance**
Commercial General Liability insurance satisfactory to the Licensor and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

i. A limit of liability of not less than $5,000,000.00/occurrence with an aggregate of not less than $5,000,000.00;
ii. The Town of Fort Frances shall be listed as an additional insured with respect to the operations of the Named Insured;
iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured;
iv. Non-owned automobile coverage with a limit not less than $2,000,000.00 and shall include contractual non-owned coverage (SEF 96);
v. Products and completed operations coverage;
vi. Broad Form Property Damage;

vii. Contractual Liability;
viii. The policy shall provide 30 days prior notice of cancellation; and,
ix. Host Liquor Liability

(b) Automobile Insurance
Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario having an inclusive limit of not less than $2,000,000.00 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Licensee.

(c) Property Insurance
Property Insurance for any property being brought onto municipal property owned by the Licensee.

(d) Primary Coverage Insurance
The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Licensor shall be named as a named additional insured in any policy of insurance required to be carried hereunder and shall receive thirty (30) days' notice of cancellation of any such insurance policy. Licensee shall furnish Licensor with a copy of the insurance policy or certificate evidencing such coverage upon request and/or within ten (10) days prior to the Rent Commencement Date.

Licensee shall, at its own cost and expense, comply with all regulations or orders of any insurance company of companies relating to its operation.

10. Indemnification

Licensee shall indemnify and hold harmless Licensor, its employees and agents from any and all claims, causes of action, damages, expenses and liability, including reasonable legal fees, sustained or incurred by any persons which are based upon or arise out of illness or injury, including death of any person or property damage to any property, and which arise from or in any manner grow out of any act or omission of Licensee, its agents, partners, independent contractors, or employees. Licensee shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with such occurrences. Licensor may, at its sole cost and expense, join in such defense with counsel of its choice.

The Licensee hereby waives all rights of recovery against Licensor, its agents, customers and employees for damage or destruction to its goods, fixtures and equipment arising out of fire, water damage or other casualty whether or not caused by the acts or negligence of Licensor, its agents, customers and employees excepting only the gross negligence thereof.

11. Default

If Licensee fails to pay the Licence Fees, or any other charge provided for hereunder when the same is due, and the same shall not be paid after ten (10) days, or if Licensee breaches any other covenant of this Agreement and fails to remedy same within twenty (20) days after written notice of such breach, or as to matters which cannot be remedied in twenty (20) days fails to commence efforts to remedy such default within such twenty (20) day period and thereafter diligently to prosecute such efforts, Licensor may, in addition to any other rights it may have under this Agreement, declare this Agreement terminated and Licensee shall thereupon promptly vacate the Licensed Location, delivering same to Licensor in the condition set forth in paragraph 13 below, and if Licensee fails to do so, it shall be liable to Licensor for Licensor's cost of doing same. Anything in this Agreement to the contrary, notwithstanding if Licensee shall become insolvent, bankrupt or make an assignment for the benefit of creditors, or if Licensee or its interest hereunder shall be levied upon or sold under execution of other legal process, Licensor may immediately terminate this Agreement without notice and all Licence Fees in arrears, together with the next three (3) month's Licence Fees shall immediately become due and payable. In addition to all other rights and remedies available to Licensor pursuant

to this paragraph and all other sums due or payable to Licensor hereunder, if this Agreement shall be terminated as provided herein due to the default(s) of Licensee, then Licensor shall be entitled to receive and Licensee shall be obligated to pay to Licensor promptly upon the termination of this Agreement, as liquidated damages and not as a fine or penalty, an amount equal to all sums due or that were to become due and payable to Licensor pursuant to paragraph 3 above through and including the regularly scheduled expiration date of this Agreement discounted to present value at a discount rate of six (6%) percent per annum.

12. Termination

Either Licensor or Licensee may terminate this Agreement upon thirty (15) days written notice to the other.

13. Possession Upon Termination

Upon any termination of this Agreement, whether at the end of the Term or otherwise, Licensee shall remove all its leasehold improvements and trade fixtures, make good any damage caused by such removal, and surrender peaceful possession of the Licensed Location in as good condition as it received the same.

14. Damage to Premises

If, by fire or other casualty, the Licensed Location is destroyed or damaged to the extent that Licensee is deprived of occupancy or use of the same, Licensor agrees to notify Licensee as to whether it or the Licensor has decided to repair the damage or destruction resulting from any casualty as soon as possible. If Licensor elects to repair such damage or destruction, Licensor shall proceed with due diligence to restore the Marina. If the Marina is repaired, Licensee shall proceed with due diligence to restore the Licensed Location to substantially the same condition as existed before such damage or destruction, and the sums payable hereunder with regard to such Licensed Location shall be abated until Licensor's restoration and/or restoration by the Licensor is completed. If Licensor notifies Licensee that Licensor has decided not to repair such damage or destruction, this Agreement shall be terminated. Nothing herein contained shall obligate Licensor to undertake any repair and/or restoration obligations.

15. Assignment

This Agreement may not be assigned or sublicensed without the written permission of Licensor which permission may be arbitrarily or unreasonably withheld. In any event, Licensee shall at all times remain liable hereunder. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and assigns.

16. Remodeling of Marina

Licensee recognizes that Licensor may, from time to time, wish to remodel or rearrange the Marina and the surrounding lands, or to conduct environmental testing at (hereinafter collectively referred to as "Remodel") the Marina and the surrounding lands. In the event that the Remodel affects the Licensed Location, Licensor agrees to discuss with Licensee the Remodel to determine if the Food Service Vehicle can be moved to another location mutually satisfactory to Licensee and Licensor within the Marina. If Licensee or Licensor does not agree on the new location within thirty (30) days of Licensor's proposal, this Agreement shall terminate effective on the date which is two (2) weeks prior to Licensor's scheduled date for commencement of the Remodel.

17. Security

Licensee acknowledges that (a) Licensor is not an insurer of the Licensed Location; (b) Licensor does not undertake to provide any security for the Licensed Location; and (c) that it shall be Licensee's obligation to provide security for Licensee's facilities.

18. Entire Agreement

The Parties hereto agree that this Agreement sets forth all the promises, agreements and understandings between them with respect to the right and license to install, operate and maintain the Food Service Vehicle. There are no promises, agreements or understandings, either oral or written, between them regarding such matters other than as is set forth herein. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by both parties.

19. Captions

The captions of the several sections of this Agreement are not part of the text hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating various provisions hereof.

20. Severability

Each provision contained in this Agreement shall be independent and severable from all other provisions contained herein, and the invalidity of any such provisions shall in no way affect the enforceability of the other provisions.

21. Governing Law

This Agreement shall be governed and controlled by the laws of the Province of Ontario.

22. Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of Licensor and Licensee, their successors and permitted assignees.

23. Notices

All notices and communications hereunder shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally or when deposited in Canada by registered mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Licensor, then in duplicate to: The Corporation of the Town of Fort Frances
320 Portage Avenue, Fort Frances, ON P9A 3P9

(b) If to Licensee, then to: Stacey Cridland
1930709 Ontario Inc.
232 Scott Street, Fort Frances, ON P9A 1G7

The names and addresses for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change of address is actually received, the most recent name and address applicable under this Agreement may be used for all purposes hereunder.

24. Force Majeure

The performance of a party (except for payment of monies) shall be excused during the period and to the extent that such performance is rendered impossible, impractical or unduly burdensome due to acts of God, strikes, lockouts, or labour difficulty, unavailability of parts through normal supply sources, failure of any utility to supply its services for reasons beyond a party's control, explosion, sabotage, accident, riot or civil commotion, act of war, fire or other casualty, or any other cause beyond the reasonable control of the party whose performance is to be excused.

[Signatures to Follow]

IN WITNESS WHEREOF the parties hereto have caused duplicate counterparts of this Agreement to be duly executed and delivered on or as of the date first set forth at the beginning of this Agreement.

1930709 Ontario Inc.

per_____

Name: E. Duane Cridland
Title: President

per_____

Name: Grace Cridland
Title: Secretary / Treasurer

We have the authority to bind the corporation

The Corporation of the Town of Fort Frances

per_____

Name: J. Caul,
Title: Mayor

per_____

Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to authorize Data Sharing Agreements for purposes of utilization of the Town's geospatial data with Scatliff + Miller + Murray, KGS Inc. and Compass Leadership)

WHEREAS on August 9, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations and Facilities Executive Committee to approve a Geospatial Data Share agreement with the Scatliff + Miller + Murray, KGS Inc. and Compass Leadership to allow for usage of the Town's geospatial data.

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

1. That the license agreement with Scatliff + Miller + Murray, in the form of Schedule "A" attached to this by-law be approved for the Mayor or Clerk to sign and affix the Corporate Seal thereto.
2. That the license agreement with KGS Inc., in the form of Schedule "B" attached to this by-law be approved for the Mayor or Clerk to sign and affix the Corporate Seal thereto.
3. That the license agreement with Compass Leadership, in the form of Schedule "C" attached to this by-law be approved for the Mayor or Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 13th day of September 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 28 (Day) day of 07 (Month) 20 21 (Year)

BETWEEN:

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

- and -

SCATLIFF + MILLER + MURRAY
("Licensee")

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

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

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

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

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Fort Frances

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

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

LICENSEE

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: Senior Planner signing on behalf of Principal
Name (Print): Wes Paetkau on behalf of Tom Janzen
Date: July 28, 2021

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

DATA LICENSE INFORMATION:

Data Available:

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

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

Data Requested:

Infrastructure data for the former Resolute pulp and paper mill property and surrounding area (extending up to and including the adjacent block of lands and roads to the north, east and west), specifically: Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines; base map (with addresses), aerial photography (colour, April 2007 .ecw format).

Data Delivery Type:

___CD (mail) X Digital transfer (email) ___hard copy (paper)

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

2021 Fee Schedule:

Given the role of the Town on this project, the data is requested to be provided at no cost to Scatliff + Miller + Murray

Hard Copy Maps: 8 ½" X 11" - $6.15; 11" X 17" - $12.20; 24" X 36" $30.60

2007 Digital Aerial Photography: $1223.85 (.ecw format only)

Shapefiles: $306.05 per infrastructure shapefile layer

$306.05 – base map (property lines and address numbers only)

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

SCATLIFF + MILLER + MURRAY
1120 – 201 Portage Avenue | Winnipeg, MB | R3B 3K6
204-927-3444 | www.scatliff.ca

July 29, 2021

Attn: Trish Law, BSc., M. GIS
GIS Expert
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

RE: STRATEGIC PLANNING SERVICES
FORMER FORT FRANCES MILL PROPERTIES
TOWN OF FORT FRANCES, ON
GEOSPATIAL DATA LICENSE AGREEMENTS: KGS GROUP
COMPASS LEADERSHIP

Dear Ms. Law,

Further to our recent correspondence and as requested, please find enclosed the executed Geospatial Data License Agreements from KGS Group and Compass Leadership in support of the project referenced above. For ease of reference, we have also attached our supporting Letter of Intent on this matter, which was emailed to you on July 28, 2021.

If you have any immediate questions regarding the enclosed, please contact me at 204.898.8494 or via email at tjanzen@scatliff.ca.

Sincerely,

Tom Janzen, M.Sc.Pl, MCIP, RPP, LEED AP
Principal

Encl.

cc: Burton Mikolayenko, B.Sc., P.Eng., Municipal Engineer, KGS Group
Ian McCormack, RPF, CEC, Principal, Compass Leadership
Geoff Gillon, Executive Director, Rainy River Future Development Corporation

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 29th (Day) day of July (Month) 20 21 (Year)

BETWEEN:

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

- and -
KONTZAMANIS GRAUMANN SMITH MACMILLAN INC.
("Licensee")

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

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

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

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

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Fort Frances

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

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

LICENSEE

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: Associate Principal
Name (Print): Adam Pawlikewich
Date: July 29, 2021

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

DATA LICENSE INFORMATION:

Data Available:

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

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

Data Requested:

Infrastructure data for the former Resolute pulp and paper mill property and surrounding area (extending up to and including the adjacent block of lands and roads to the north, east and west), specifically: Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines; base map (with addresses), aerial photography (colour, April 2007 .ecw format).

Data to be shared with and between the consulting team led by Scatliff + Miller + Murray (SMM), pursuant to SMM's pending Geospatial Data License Agreement with the Town and supporting letter of intent, dated July 28, 2021 (attached).

Data Delivery Type:

___CD (mail) X Digital transfer (email) ___hard copy (paper)

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

2021 Fee Schedule:

Given the role of the Town on this project, the data is requested to be provided at no cost to KGS Group.

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 29 (Day) day of July (Month) 2021 (Year)

BETWEEN:

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

- and -

COMPASS LEADERSHIP (1926020 Ontario Ltd)
("Licensee")

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

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

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

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

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Fort Frances

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

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

LICENSEE

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: Pres. ONT Partner
Name (Print): Ian McCormack
Date: July 29 2021

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

DATA LICENSE INFORMATION:

Data Available:

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

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

Data Requested:

Infrastructure data for the former Resolute pulp and paper mill property and surrounding area (extending up to and including the adjacent block of lands and roads to the north, east and west), specifically: Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines; base map (with addresses), aerial photography (colour, April 2007 .ecw format).

Data to be shared with and between the consulting team led by Scatliff + Miller + Murray (SMM), pursuant to SMM's pending Geospatial Data License Agreement with the Town and supporting letter of intent, dated July 28, 2021 (attached).

Data Delivery Type:

___CD (mail) X Digital transfer (email) ___hard copy (paper)

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

2021 Fee Schedule:

Given the role of the Town on this project, the data is requested to be provided at no cost to Compass Leadership.

Hard Copy Maps: 8 ½" X 11" - $6.15; 11" X 17" - $12.20; 24" X 36" $30.60

2007 Digital Aerial Photography: $1223.85 (.ecw format only)

Shapefiles: $306.05 per infrastructure shapefile layer
$306.05 – base map (property lines and address numbers only)

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

TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to approve an agreement with Automotive Materials Stewardship Inc. for funding for the collection of automotive products collected at the annual Municipal Hazardous and Special Waste event.)

WHEREAS on August 9, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee, to enter into a funding agreement with Automotive Materials Stewardship Inc.

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

1. That the agreement with Automotive Materials Stewardship Inc. 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 13th day of September 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 2021 (the "**Effective Date**").

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES ("COLLECTOR")

collectively, the "Parties"

Reporting Contract #: _____ *(completed by AMS)*

WHEREAS:

A. AMS will be offering services as a producer responsibility organization ("**PRO**") under the Hazardous and Special Products Regulation ("**HSP Regulation**") made under the *Resource Recovery and Circular Economy Act, 2016* (the "**RRCEA**") (collectively, the "**AMS Program**").

B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or or oil filters (collectively, "**Automotive Hazardous and Special Products**" or "**Automotive HSP**") as more particularly defined below.

C. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the RRCEA or the HSP Regulation or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

(a) **"Agreement"** means this Agreement and includes all schedules and amendments thereto;

(b) "**Automotive HSP**" means one or more of the following as defined under the Regulation:

(i) "**Oil Container**" means a container that is used for the supply of new lubricating oil and that has a capacity of 30 litres or less;

(ii) "**Oil Filter**" means a fluid filter, other than a gasoline filter, and includes,

a. a spin-on style filter or element-style fluid filter that is sold separately or as part of a product, that is used in hydraulic, transmission or internal combustion engine applications,

b. a filter used for oil, diesel fuel, storage tank fuel, coolant, household furnace fuel, and

c. a sump type automatic transmission filter

(iii) "**Antifreeze**" means a product containing ethylene or propylene glycol that is used or intended for use as a vehicle engine coolant and includes,

a. the initial antifreeze supplied with a new vehicle, and

b. antifreeze that is premixed and concentrated.

"Antifreeze" includes the product's primary packaging where that packaging is less than 30 litres.

(c) **"Business Day"** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;

(d) **"Claims Submission"** means submission to AMS of data required to validate claim for payment;

(e) **"Collection Services"** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Collector, for the purpose of receiving, classifying, packing, storing and transferring Automotive HSP onto transportation vehicles, including the manifesting of the Automotive HSP prior to transportation from the Event or Depot;

(f) **"Depot"** means a collection and transfer facility/location operated by or on behalf of the Collector for receiving Automotive HSP from the public and transferring to Haulers for processing or recycling;

(g) **"Diversion Report"** means invoices, Automotive Material tonnage reports, or other such documents in the form and format specified by AMS as may reasonably be required from time to time for the validation of Claims Submissions;

(h) **"Event"** means a one-day or other collection event, operated by or on behalf of a Collector to collect, pack, transport, weigh, and process Automotive HSP from the public;

(i) **"FOB"** means free on board;

(j) **"Generator"** means the final user who generates waste which will be reused, recycled or disposed;

(k) "**Hauler**" means a Service Provider that transports collected Automotive HSP to a Processor;

(l) **"Manifesting"** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);

(m) **"Material Management Services"** means the Collection Services and/or Post-Collection Services provided by the Service Provider;

(n) **"Packing Standards"** means the Waste Packing Protocols listed in Schedule "C" as amended by AMS from time to time;

(o) **"Post-Collection Services"** means the management of Automotive HSP after transfer of such Automotive HSP to a Hauler FOB the Event or Depot location, including but not limited to transportation of Automotive HSP from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

(p) **"Processor"** means a Service Provider that processes collected Automotive HSP;

(q) **"Service Provider"** means a Hauler and/or Processor, approved by AMS as posted in a secure location on the AMS website accessible to Collector, that provides Material Management Services to AMS or the Collector as the case may be; and

(r) **"WeRecycle Portal"** means AMS's online system for uploading Claims Submissions.

2.0 Material Management Services

2.1. This Agreement is for three different service location types for the provision of Material Management Services by the Collector to AMS. These are as follows:

(a) Depot

(i) The Collector or the Collector's Service Provider provides Depot Collection Services for Automotive HSP. AMS pays the Collector an hourly rate for the Collection Services of Automotive HSP.

(ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by approved AMS hauler.

(iii) Depots must accept, at a minimum, all types of HSP that are in the same category as that type of HSP as defined in the Regulation.

(iv) Depots must accept from a person, at a minimum, up to 25 kilograms per day of each type of Automotive HSP.

(v) If a Depot accepts more than 50 kilograms of Automotive HSP from a person on a single day, Collector shall make reasonable efforts to record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of Automotive HSP accepted.

(b) Event

(i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP. The Collector may combine Events with other activities, including collection of non-Automotive HSP. AMS pays the Collector a cost per tonne of Automotive HSP as per Schedule "B" for the Collection and Post-Collection Services.

(ii) An Event must accept antifreeze, oil containers and oil filters.

(iii) An Event must operate for a minimum of four (4) consecutive hours.

(c) Event (and transportation to Depot)

(i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP and transports the collected Automotive HSP to a Depot. AMS pays the Collector a cost per tonne.

(ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by an approved AMS Hauler.

For the purpose of this Agreement, AMS and the Collector have agreed that the service location types marked with an "X" below will be the ones under which the Collector will provide Material Management Services to AMS.

☐ Depot

☒ Event

☐ Event (and transportation to Depot)

2.2. AMS and Collector may agree in writing at any time to change the service location type under which Collector is providing Material Management Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

3.0 Price and Payment

3.1. Price

(a) Material Management Services – Depot. AMS will pay for Material Management Services provided by the Collector as follows:

(i) AMS will pay the Collector the hourly rate as set out in Schedule "B" for the Total Reimbursable Hours of Operation as specified in Schedule "A" for the Collection Services.

(ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Depots.

(b) Material Management Services - Event. AMS will pay for Material Management Services provided by the Collector as follows:

(i) AMS will pay the Collector an amount per tonne as set out in Schedule "B" for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule "A". The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.

(c) Material Management Services – Event (and transportation to Depot). AMS will pay for Material Management Services provided by the Collector as follows:

(i) AMS will pay the Collector an amount per tonne as set out in Schedule "B" for the Collection Services and transportation of Automotive HSP to a Depot for each of the approved Events that are submitted as outlined in Schedule "A". The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.

(ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Events and transported to Depots.

3.2. Payment

(a) Material Management Services – Depot.

(i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the end of each calendar month.

(b) Material Management Services - Event.

(i) To receive payment for Event Collection Services and Post-Collection Services, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

(c) Material Management Services – Event (and transportation to Depot).

(i) To receive payment for Event Collection Services and transportation of Automotive HSP to a Depot, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

3.3. Collector will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.

3.4. The Collector will not charge residential Generators of Automotive HSP for collection of Automotive HSP at its Depots or Events.

3.5. Late Submission Penalties

(a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.

(b) AMS will have no responsibility to pay and Collector will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

4.0 Supplemental Reporting

In addition to all other reporting requirements in this Agreement, Collector will provide information to AMS as required to satisfy AMS' reporting obligations to the Authority in the Regulation and the Hazardous and Special Products Verification and Audit Procedure document, each of which can be found on the Government of Ontario and the Authority websites respectively. AMS will make no more than two (2) requests per calendar year.

5.0 Facility Access and Audit Rights

5.1. Collector will grant AMS (or its authorized representative) or the Authority access to Collector's Depots used in the provision of Material Management Services to monitor Collector's performance in the delivery of Material Management Services. Such access will be during normal business hours and on a minimum of 48 hours' notice.

5.2. AMS or its representative will have the right to perform composition audits of Automotive HSP in the possession or control of the Collector and to review any documentation or other work product resulting from Material Management Services ("Audit Rights") at AMS' expense.

5.3. Collector will co-operate with AMS to allow AMS or its representative, to exercise its Audit Rights, and make reasonable efforts to provide access to adequate, indoor space and weighing devices, if available, at Collector's facilities at no charge to AMS.

5.4. All parties acting on behalf of AMS are bound by strict confidentiality agreements.

6.0 Term

6.1. This Agreement will commence on the Effective Date and its initial term will continue until December 31, 2022. This Agreement will automatically renew for successive one (1) year terms unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the "Term".

7.0 Exclusivity

7.1 The Collector will collect Automotive HSP exclusively on behalf of AMS and not for any other entity. In particular, Collector agrees not to enter into any other collection agreement for Automotive HSP with another producer responsibility organization or producer.

8.0 Title and Compliance with Laws

8.1. Title to all Automotive HSP collected by Collector at Events and Depots will belong to Collector from the time of collection until transfer of the collected Automotive HSP to an approved Hauler. At no time will AMS have title to Automotive HSP unless handled directly by AMS employees. Any contract entered into between Collector and a Service Provider for Automotive HSP must provide that title transfers to the Service Provider.

(a) Notwithstanding the foregoing, if the Collector operates a reuse program for any Automotive HSP, title to the Automotive HSP being reused shall transfer to Collector one (1) second prior to being given to the person or entity requesting it for reuse purposes.

8.2. In performing Material Management Services hereunder, Collector represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

9.0 AMS Policies, Standards and Guidelines

9.1. Collector will at all times comply with the HSP Regulation and the HSP Verification and Audit Procedure document as applicable.

9.2. AMS may develop from time to time, policies, standards and guidelines relative to the provision of Material Management Services or make amendments thereto.

9.3. The AMS Waste Packing Standards in effect at the time of entering into this Agreement are included in Schedule “C” for convenience.

9.4. Collector will use best efforts to comply with, and will require that any of its contractors supplying Material Management Services use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of Material Management Services. AMS will communicate any new or amended such policies, standards and guidelines to Collector via email.

9.5. Collector may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Collector provides such written notice either Party may exercise the termination provisions of 22.5(b).

10.0 Promotion and Education

10.1. Promotion and education of the proper end of life management of Automotive HSP is essential. The Collector will work cooperatively with AMS in undertaking such promotion and education activities with respect to Automotive HSP and collection of the Automotive HSP by the Collector as may be reasonably requested by AMS from time to time.

10.2. If a Collector provides Material Management Services for an Event or an Event (and transportation to Depot), the Collector will promote each Event in the local municipality, territorial district or First Nations community where it will be held for at least one week prior to the date of the Event using a combination of two or more forms of media, including but not limited to:

- local print publications
- local print media
- local radio
- local signage, or
- social media.

Collector will submit a report to AMS in a form and format specified by AMS that indicates how the Collector promoted each Event.

10.3. The Collector must submit to AMS draft copies of all publications that make use of AMS trademarks and logos for approval, which AMS may withhold for any reason.

10.4. The Collector, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS.

11.0 Indemnity and Insurance

11.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

11.2. The Collector will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Collector's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than $5,000,000 (five million dollars) per occurrence. For clarity, only the Collector can self-insure.

11.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.

11.4. Unless the Collector wholly self-insures, the Collector will deliver a copy of Certificate(s) of Insurance maintained by the Collector or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Collector or Service Provider's insurance, naming AMS as an additional insured with the following language:

> "Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."

If the Collector wholly self-insures, the Collector will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

11.5. The Certificate(s) of Insurance, referred to in subsection 11.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

12.0 Assignment

12.1. The Collector may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.

12.2. Notwithstanding subsection 12.1, the Collector may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:

(a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;

(b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or

(c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended.

13.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Collector will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer
Automotive Materials Stewardship
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6

Email: operations@autostewardship.ca

Notices to the Collector will be delivered to:

Travis Rob, Manager of Operations and Facilities
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Email: trob@fortfrances.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5^{th}) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge

to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

14.0 No Partnership or Joint Venture

14.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Collector will be an independent Collector.

15.0 Severability

15.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

16.0 Amendment and Waivers

16.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

17.0 Further Acts

17.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

18.0 No Third Party Beneficiaries

18.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

19.0 Counterparts and Facsimile

19.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

20.0 Force Majeure

20.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an “Event of Force Majeure”), then the performance of

such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

21.0 Dispute Resolution

21.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

22.0 Termination

22.1. Upon execution of this Agreement by the Collector and acceptance by AMS, any prior agreement between the same Collector and AMS is automatically terminated with immediate effect, except for the provisions in the prior agreement which are expressly stated as surviving termination.

22.2. If, in the reasonable opinion of either party, there has been a breach of this Agreement (which, in the case of a Collector, includes the Collector's compliance with the policies, standards, and guidelines described in section 9.0) by the other party (the "defaulting party"), the Collector or AMS (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.

22.3. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.

22.4. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.2 & 22.5, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.

22.5. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:

(a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or

(b) the Collector provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 9.0; or

(c) the Collector fails to keep the terms of this Agreement confidential as per section 29.0, in such instances only AMS may terminate this agreement; or

(d) a receiver or trustee is appointed for any part of the assets of AMS; or

(e) AMS ceased to provide services as a PRO.

23.0 Survival

23.1. Articles 11, 22.3 and 29 of this Agreement will survive termination or expiry and continue in full force and effect.

24.0 Additional Conditions

24.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

25.0 Entire Agreement

25.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

26.0 Headings for Convenience Only

26.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

27.0 Governing Law

27.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

28.0 Legislation References

28.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference

thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

29.0 Confidentiality

29.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Collector will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, Collector will inform AMS of any request made of Collector under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Collector so that AMS will have an opportunity to make representations to Collector with respect to the proposed disclosure.

30.0 Rights and Remedies

30.1. The rights, remedies and privileges in this Agreement given to the Parties:

(a) are cumulative and any one or more may be exercised;

(b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and

(c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

31.0 Schedules

31.1. Schedules "A" through "C" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

by: _____

Name: David Pearce

Title: Operations Officer

THE CORPORATION OF THE TOWN OF FORT FRANCES

by: _____

Name:

Title:

by: _____

Name:

Title:

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Agreement to AMS, Collector and the first signatory represent that no additional signatories are required).

SCHEDULE "A" – COLLECTION ACCESSIBILITY SCHEDULES

Collector will collect all Automotive HSP from its residents according to the following Collection Accessibility Schedules.

Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
NA	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
TOTAL REIMBURSABLE HOURS					**0**

Events

Collector will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

Event Collection Accessibility Schedule - Example

Event #	Collector	Date	Location	Address	Collection Hours	Service Provider
1	*Collector name*	*Event date*	*Location name*	*Full address*	*ex. 9am - 2pm*	*SP Name*

INITIALLED BY COLLECTOR: _____

SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Collector for Automotive HSP Collection Services as follows:

For Material Management Services – Depot, AMS will pay the Collector the rate of **$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Material Management Services – Event, AMS will pay the Collector a rate of **$2,200** per tonne of Automotive HSP plus applicable taxes.

For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of **$0.00** per tonne of Automotive HSP plus applicable taxes.

INITIALLED BY COLLECTOR: _____

SCHEDULE "C" – AMS WASTE PACKING STANDARDS

The following are AMS Waste Packing Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted in a secure location on the AMS website accessible to Collector.

Waste Packing Protocols

All collection site operators shall:

1.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.

1.2 Ensure that Automotive HSP are handled and stored as follows:

- In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
- Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick- up of Automotive HSP; and
- Have adequate security measures in place to prevent Automotive HSP from being tampered with by anyone at the site or using the collection facility at unauthorized times.

1.3 All waste must be packed in an approved UN container and all HSP transported must be contained in accordance with TDGA requirements.

1.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.

1.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.

1.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:

1.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.

1.8 Contamination allowances:

- Reasonable efforts must be taken to minimize contamination.
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.
- Contamination levels in transport containers (mis-packed Automotive HSP, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

Appendix A – Waste Packing Standards

Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212 Or Antifreeze Lab Pack – 212	• Antifreeze returned in containers with a volume of 30 litres or less. • Antifreeze recovered from vehicles at automotive service centres.	• Plumbing antifreeze; • Vehicle windshield antifreeze; • Product marketed as industrial heat transfer fluid; • Fuel (gasoline & diesel) antifreeze; Lock de-icer; • Air brake antifreeze; • Antifreeze which does not contain ethylene or propylene glycol; • Containers used to deliver Antifreeze with a capacity greater than 30 litres.	• Residential • All IC&I
2	Empty Auto Containers Or Empty Auto Containers - Shredded	• Antifreeze containers that are 30 litres or less; • Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil. • **Note**: Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideway lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil.	Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.	• Residential • All IC&I

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	• Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications; • Diesel fuel filters; • Household furnace fuel filters; • Coolant filters; • Storage tank diesel fuel filters; • Plastic & paper element style filters; • Diesel fuel filters used at retail commercial pump islands	• Gasoline fuel filters; • Air filters (automotive or non-automotive); • Household furnace air filters; • Sock-type filters	• Residential • All IC&I

TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to authorize the entering into of a land lease agreement with Alex & Gary Kontz at the Fort Frances Municipal Airport)

WHEREAS on August 9, 2021 Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee which recommended entering into of a hangar lot lease for 750 sq. meter lot at the 2021 lot rental rate of $1.90 / sq. meter for a 25 year term (with 5 year land lease rate renegotiation).

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

1. That the following land lease agreement, in the form attached hereto as Schedule “A” to this by-law be approved for the Mayor and Clerk to sign and fix the Corporate Seal thereto:

    a) Alex & Gary Kontz

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 13th day of September 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

LAND LEASE

FORT FRANCES AIRPORT

2004 May

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Land Term Certain

THIS INDENTURE made this 1st Day of July, 2021

BETWEEN:

THE CORPORATION OF THE
TOWN OF FORT FRANCES

(hereinafter called
"The Lessor"),

OF THE FIRST PART

- and-

ALEX & GARY KONTZ

(hereinafter called
"The Lessee),

OF THE SECOND PART.

WITNESSES that the Lessor, in consideration of the rents, covenants, provisoes and conditions hereinafter reserved and contained, has demised and leased, and, by this Lease, demises and leases to the Lessee:

ALL AND SINGULAR that parcel of land situated, lying and being comprised, at the Fort Frances Municipal Airport, the said land comprising of approximately 750 square meters more or less, and being more particularly shown on drawing hereto annexed as Schedule "A".

AND the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

(1) The work “Lessor” when used herein shall mean the Corporation of the Town of Fort Frances and shall include the Successors and Assigns of the Corporation of the Town of Fort Frances;

2) The word “Lessee” or other words relative thereto, or of like import, shall mean and include, irrespective of gender or number, the party of parties of the second part as above designated or described, and their or any of their executors, administrators, successors or assigns;

(3 The words “Airport Manager” shall mean the Airport Superintendent, the person holding that position, or acting in the capacity of the Airport Superintendent, of the Fort Frances Municipal Airport, for the time being.

ARTICLE 2

PURPOSE

The said leased premises shall be used as a site for (hereinafter referred to as “the said building’) and the said land shall be used for the construction of a hangar to be used for the storage and maintenance of a private aircraft and for no other purpose or purposes whatsoever.

ARTICLE 3

TERM

3.01 LENGTH OF TERM

The Lessee shall have and hold the said leased premises, from and after the First (1st) day of July, 2021 for a period of Twenty-Five (25) years and then fully to be completed and ended.

3.02 OVERHOLDING TENANCY

It is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rent to be determined at the discretion of the Lessor, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy at will.

3.03 CANCELLATION PRIVILEGE

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God, or the Queen's enemies the said premises, shall at any time during the term hereby granted be destroyed or so damaged as to render the said premises unfit for occupancy, the Lessee will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair. If the Lessee decides not to repairs, it may terminate this Lease by Notice, in writing, giving to the Lessor within the said ninety (90) day period; provided, however, that in the event of such notice being given to the Lessor pursuant to this clause, the rent reserved to the Lessor under this Lease shall be due and payable up to the date of restoration of the said land to the satisfaction of the Lessor.

3.04 SURRENDER OF PREMISES

At the expiration or sooner determination of the term of this Lease, the Lessee shall peaceably surrender and yield to the Lessor, in a condition satisfactory to the Lessor, the said land. The Lessee shall thereupon forthwith remove from the said land all chattels, goods, supplies, articles, equipment, materials, effects or things and shall also, to the satisfaction of the Lessor, repair all and every damage and injury occasioned to the premises of the Lessor by reason of such removal or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever. Unless required by the Lessor, no chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the said land until all rent due or to become due under this lease is fully paid. The Town may, at his option, remove at the risk of and at the cost and expense of the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from the said land and the Lessee shall reimburse the Lessor forthwith upon receipt of appropriate accounts therefore and for any storage charges which may have been or will be incurred by the Lessor as a result of such removal. Where not removed by the Lessee, the Lessor may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the Lessor.

3.05 TERMINATION

The parties hereto agree that the Lessee may terminate this Lease Agreement upon giving the Lessor one year’s written notice provided such notice will be effective as of the First (1st) day of April in the next year following.

ARTICLE 4

RENT

4.01 RENT

The Lessee shall pay during the currency of this Lease to the Lessor through the Fort Frances Municipal Airport in lawful money of Canada the following rent:

(1) For the term commencing on the 1st day of July, 2021 and ending on the 30th day of June 2026:

(2) One Thousand Six Hundred Ten dollars and Twenty Five cents ($1610.25), HST included, (**Calculated at $1.90 per square meter for a private lot lease times 750 square meters plus HST**) per annum for land rent, payable in advance and, payment of rent shall be made by the Lessee without prior demand by the Lessor, to the Corporation of the Town of Fort Frances and delivered to:

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

(3) The land lease rate shall be renegotiated at the end of each Five (5) year term.

4.02 PAYMENT OF RENT

The Lessee shall pay all rent herein reserved at the time and in the manner in this Lease set forth, without any abatement or deduction whatever.

4.03 INTEREST ON RENT IN DEFAULT

Without waiving any other right of action of the Lessor in the event of default of payment of rent hereunder, in the even that the Lessee is delinquent after the date above appointed in making the payments required hereunder, the Lessee shall pay interest thereon at the rate of 15 per cent per annum (1.25% per cent per month, compounded), retroactive from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates, the Lessor may review and adjust the interest rate from time to time.

ARTICLE 5

LEASED PREMISES, SERVICES AND IMPROVEMENTS

5.01 “AS IS” CONDITION

The Lessee accepts the said leased premises in an “as is” condition and improvements made to the said leased premises by the Lessee at any time during the currency of this lease, to make the said leased premises suitable for the operations of the Lessee hereunder, shall be at the risk, cost and expense of the Lessee and to the satisfaction of the Lessor.

5.02 ACCESS

(1) The Lessor, its officer, servants or agents, shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased premises; it being expressly understood and agreed, however, that in cases of emergency, the Lessor, its officer, servants or agents shall at all times and for all purposes have full and free access to the said leased premises.

(2) Subject as in this Lease provided, the Lessee shall have quiet possession of the said land, and the right of ingress and egress over the airport roadways subject to rules and regulations as may be established by the Lessor respecting such use.

5.03 MAINTENANCE OF LEASED AREA

The Lessee shall, at the cost and expense of the Lessee, maintain the landscaping and paved areas on the said land and shall keep the land free of debris and neat and tidy at all times, all to the satisfaction of the Airport Manager.

5.04 ADDITIONAL RIGHTS OF THE TOWN

The Lessor reserves the right to grant licenses, rights of way or privileges to others on, over, under, through or across the said land, provided, however, that such rights of way or privileges will not damage or disrupt permanently the physical facilities of the Lessee, will not impose any cost upon the Lessee, and will not weaken, diminish or impair the security of the Lease.

5.05 SERVICES

(1) The Lessee shall construct improvement on the said land only in such manner that the surface drainage water on the said land will be discharged into the Lessor's drainage system and plans for the construction of storm drainage services shall be subject to the approval in writing, of the Airport Manager prior to installation of such services, for compatibility with the field drainage channels serving the said land, all at the cost and expense of the Lessee.

(2) The Lessee shall, at the cost and expense of the Lessee, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the said airport of all trash, garbage and other refuse on or in connection with the Lessee's operations under this Lease, all to the satisfaction of the Airport Manager. Piling of crates, cartons, barrels or other similar items shall not be permitted in a public area on the said airport.

(3) The Lessee shall be responsible at the cost and expense of the Lessee for making arrangements for all services not supplied by the Lessor, provided, however, that the plans and specifications for installation thereof must be approved by the Airport Manager and the work performed under the supervision of a designated officer of the Airport Manager.

5.06 TEMPORARY SUSPENSION OF SERVICES

Without limiting or restricting the generality of the provisions of Clause 7.01 hereof, the Lessee shall not have nor make any claim or demand, nor bring any action or suit of petition against the Lessor or any of its officers, servants or agents for damage which the Lessee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part from whatever cause arising in service supplies by the Lessor hereunder.

5.07 REASONABLE USE

The Lessee shall not, during the currency of this lease, do, suffer nor permit to be done any act or thing which may impair, damage or injure the said land, or any part thereof, beyond the damage occasioned by reasonable use, and shall, at the cost and expense of the Lessee, repair and renew in good, sufficient and workmanlike manner all portions of the said land which may at any time by the Lessee be damaged (ordinary wear and tear only excepted) and in the event of the failure on the part of the Lessee to so repair and review, the Lessee shall indemnify and save harmless the Lessor from all damages, costs and expenses suffered or incurred by the Lessor by reason of such impairment, damage or injury to the extent the Lessee is liable for the same in law, such payment to be made forthwith upon receipt of appropriate accounts therefore.

5.08 NUISANCE

The Lessee shall not do, suffer or permit to be done any act or thing upon or above the said land, which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the said land or to the public generally.

5.09 ENVIRONMENTAL PROTECTION STATUTES

The Lessee shall accede to and abide by Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and appropriate Provincial, Territorial and/or Municipal or local Environmental Protection Statutes and regulations and by-laws.

5.10 POLICE AND FIRE PROTECTION

The Lessor shall not be responsible for providing fire protection to nor policing of, the said land and any improvements by virtue of this lease agreement.

5.11 FIRE PREVENTION

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased premises, and shall observe and comply with all laws and regulations in force respecting fires at the said airport, and with all instructions given from time to time by the Airport Manager with respect to fires and extinguishing of fires.

5.12 ADVERTISING

The Lessee shall not construct, erect, place or install on the said land any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Airport Manager.

5.13 CARE, CUSTODY AND CONTROL OF SUBSTANCES AND MATERIALS

The Lessee shall not spill or discharge or permit to be spilled or discharged, intentionally or otherwise, any deleterious, noxious, contaminated or poisonous substances and materials (including but not restricted to fuel and other petroleum products), all as determined by the Airport Manager whose decision shall be final, onto airport lands or into airport sewer systems, storm drains or surface drainage facilities.

In the event of a spill or discharge of the said substances and materials which are, at the time of occurrence, under the care, custody and control of the Lessee or person acting on behalf of the Lessee, the Lessee shall be responsible for the cost incurred in cleaning up the spill or discharge to the satisfaction of the Airport Manager.

5.14 INTERCEPTORS

If required by the Airport Manager, grease, oil and sand interceptors shall be provided by the Lessee. All interceptors shall be of a type and capacity approved by the Airport Manager and shall be readily accessible for cleaning and inspection. Such interceptors shall be maintained by the Lessee, at the expense of the Lessee, in continuous, efficient operation at all times.

5.15 REPAIR OF DAMAGE

If, any time or times hereafter, any damage or injury (ordinary wear and tear only excepted) should be occasioned to the said leased premises, or any part thereof, or to any works of the Lessor on the said airport by reason of or on account of the operations of the Lessee hereunder or any action taken or things done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time upon notice thereof from the Airport Manager given in writing, repair, and restore the same in good, sufficient and workmanlike manner; in the event of failure on the part of the Lessee to so repair, the Airport Manager may, at his option, repair such damage or injury in which case the Lessee shall repay and reimburse the Lessor for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus such additional charge as may be applicable in accordance with the policies of the Lessor for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Lessor. In the event of failure on the part of the Lessee to repair such damage or injury and in the event of non repair by the Lessor, the Lessee shall remain liable to the Lessor for the amount of such damage or injury to the extent the Lessee is liable therefore in law and payment of such amount shall be made by the Lessee to the Lessor forthwith, upon receipt by the Lessee of appropriate accounts therefore from the Lessor.

5.16 ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

(1) The Lessee shall not construct or erect any additional buildings or other structures on the said land without prior approval of the Lessor.

(2) The Lessee shall not make any alterations to the said leased premises or facilities or services connected therewith or add any facilities or services, prior to receiving approval from the Airport Manager. The Lessee agrees to make the alterations at the Lessee’s cost, in accordance with the requirements, terms and conditions specified and thereafter maintain the said alterations at the cost of the Lessee and to the satisfaction of the Airport Manager.

(3) If, at any time during the term of the Lease, the Lessee defaults in its obligation of maintaining the said land and improvements, and every one of them, in accordance with the requirements of this Lease, the Airport Manager may give written notice, specifying the respect in which such maintenance is deficient, to the Lessee. If, within fifteen (15) days from the giving of such notice the default specified in such notice has not been remedied or (if the nature of such default reasonably requires more than fifteen (15) days to remedy and make right) the Lessee has not commenced or, having commenced, is not diligently completing the remedying of such default, or if such maintenance is not of a type satisfactory to the Airport Manager, the Lessor may enter upon the said land and improvements and perform such maintenance, at the cost and expense of the Lessee, plus such additional charges as may then be applicable, in accordance with the policies of the Lessor for administration and overhead; it being expressly understood and agreed that the Lessor shall not be under any obligation to perform any maintenance during the term of this Lease.

5.17 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to the said lease premises which by their nature are determined to be fixtures shall upon termination of this Lease, except and subject as in this Lease otherwise specifically provided, be vested in title in the Lessor without any payment of compensation to the Lessee in respect of the said repairs, alterations, improvements or replacements; nevertheless the Lessor shall have the option of requiring or compelling the Lessee upon written notice to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased premises to original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

5.18 PAYMENT OF TAXES

The Lessee shall pay or cause to be paid all rates, taxes and assessments of whatsoever description, that may at any time during the existence of this Lease be lawfully imposed, and become due and payable, upon, or in respect of the said leased premises or any part thereof.

5.19 COMPLIANCE WITH REGULATIONS

(1) The Lessee shall in all respects abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal Government, Provincial Government, Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws, in any manner affecting the said leased premises.

(2) The Lessee shall abide by and comply with all regulations regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of the said airport.

5:20 BUILDING SPECIFICATIONS

(1) As of the commencement date of the lease agreement, the Lessee shall have two (2) years to complete construction of the building. If the building has not been completed within the two (2) years, the Lessor will have the option to cancel the lease agreement.

(2) The building may be a metal or pole construction. The exterior of the building must be metal clad using the colours of white, light blue or forest green. No silver galvanized sheeting will be approved.

(3) The roof shall be a single pitch design running the full length of the building. No lean-to additions will be allowed unless it is a necessity in order for the Lessee to conduct his/her business.

ARTICLE 6

ASSIGNMENT

The Lessee shall not make any assignment of this Lease, nor any transfer or sub-lease of the whole or any portion of the said leased premises demised or leased hereunder without obtaining the prior consent in writing of the Lessor to such assignment, transfer or sub-lease.

ARTICLE 7

LIABILITY AND INDEMNITY

7.01 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Lessor or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the said leased premises, or to any person or property, unless such damage or injury is due to the negligence of the Lessor or any of its officers, servants or agents while acting within the scope of his duties or employment.

7.02 INDEMNITY

The Lessee shall at all times indemnify and save harmless the Lessor or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Lessor while acting within the scope of his duties or employment.

ARTICLE 8

INSURANCE

In lieu of insurance the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Town of Fort Frances while acting within the scope of his duties or employment.

ARTICLE 9

DEFAULT AND RE-ENTRY

9.01 DEFAULT AND RE-ENTRY

(1) It is expressly agreed that:

(a) if the Lessee shall be in default in the payment of rent or amounts collectable hereunder as rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the rent has become due and payable: or

(b) if the Lessee shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay rent or amounts collectable hereunder as rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or

(c) if the default set out in the notice given to the Lessee by the Lessor pursuant to paragraph (b) reasonably requires more time to cure than the thirty (30) day period referred to in that paragraph and the Lessee has not commenced remedying or curing the same within this thirty (30) day period or in the opinion of the Lessor fails to diligently complete the same within a reasonable time; or

(d) if the Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent shall made application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to the winding-up, dissolution or liquidation of the Lessee; then the current month's rent together with the rent for the three months next ensuing shall immediately become due and payable, if not already paid and at the option of the Lessor the term hereby granted shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter into the said leased premises, or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.

(2) Forfeiture of this Lease by the Lessee shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee, and notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of the Lease having been determined prior to the end of the term of this Lease as set out herein and this clause and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of law.

9.02 LIEN

The Lessor shall have a lien upon the chattels, goods, supplies, articles, equipment, materials, effects or things of the Lessee for any loss or damage arising by reason of the breach of any of the conditions or provisions hereof, or the failure on the part of the Lessee to comply therewith.

ARTICLE 10

GENERAL

10.01 BRIBES

The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the Lessor for or with a view to obtaining this Lease any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

10.02 HEADINGS

Any note appearing as a heading in this Lease has been inserted for convenience and reference only, and of it-self cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

10.03 DIFFERENCES

All matters of differences arising between the Lessor and the Lessee in any matter connected with or arising out of this Lease whether as to interpretation or otherwise, shall be determined by the Lessor but without prejudice to any recourse available under law.

10.04 EFFECT OF LEASE

This Lease and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns, as the case may be, of each of the parties hereto, subject to granting of consent by the Lessor as provided herein to any assignment, transfer or sub-lease of this Lease, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context, and all covenants and obligations shall be deemed joint and several.

10.05 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

10.06 WAIVER NEGATED

The failure by the Lessor or its authorized representative, as the case may be, to require the fulfilment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

10.07 NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of the Lessor shall arise from anything in this Lease and the express covenants and agreements herein contained and made by the Lessor are the only covenants and agreements upon which any rights against the Lessor may be founded.

10.08 ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by any party to this Lease.

10.09 SURVEY MONUMENTS

The Lessee shall ensure that all legal or control survey monuments are protected and not disturbed, damaged, or destroyed during any construction or maintenance which may take place on the lands. Should any monuments be disturbed, damaged, or destroyed, the Lessee shall at its expense replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Lessor. The Lessee shall be responsible for all legal and survey work, which may be required in connection with the Lease.

ARTICLE 11

NOTICES

(1) Whenever in this Lease, it is required or permitted that notice or demand be given or served by either party of this Lease to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, priority post mail, telegram, telex or facsimile as follows:

To the Lessor: Town Clerk
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

To the Lessee: Alex & Gary Kontz
1786 County Highway 20
Canby, Minnesota
56220

(2) Such addresses may be changed from time to time by either party giving notice as above provided.

(3) If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is the earlier.

) THE CORPORATION OF THE
) TOWN OF FORT FRANCES
)
)
)
)_____
) Mayor
)
)
)_____
SIGNED, SEALED AND DELIVERED) Clerk
by the Lessee in the presences of)
)
)
)
_____) _____
Witness Alex & Gary Kontz

TOWN OF FORT FRANCES

BY-LAW No. xx / 21

(Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for funding under the Investing in Canada Infrastructure Program – Community, Culture and Recreation Stream)

WHEREAS on September 13, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities, which gives approval for the execution of a transfer payment agreement with the Ministry of Infrastructure with respect to funding under the ICIP: Community, Culture and Recreation Stream (Revitalization of the Fort Frances Memorial Sports Centre).

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

1. That the agreement in the form attached hereto as Schedule “A” with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure be approved for execution.

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 13th day of September 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): COMMUNITY, CULTURE AND RECREATION STREAM

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation (CCR) Stream Project (the "**Agreement**") is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

("**Ontario**" or the **"Province"**)

- and -

Corporation of the Town of Fort Frances

(CRA#106984586)

(the **"Recipient"**)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a Community, Culture and Recreation stream project.

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

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

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

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

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

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

(a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;

(b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;

(c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or

(d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

(i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;

(ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;

(iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

(iv) any other means with the other Party’s prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

5.0 ACKNOWLEDGEMENT

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

(a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;

(b) the Province and Canada are not responsible for carrying out the Project;

(c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;

(d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;

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

(f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;

(g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act*, 2010 (Ontario), the *Public Sector Salary Disclosure Act*, 1996 (Ontario), and the *Auditor General Act* (Ontario); and

(h) the Recipient has read and understood the Bilateral Agreement.

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

(a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);

(b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and

(c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

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

_____ _____

Date p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX CORPORATE SEAL (if applicable)

Corporation of the Town of Fort Frances

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

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

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency;

(e) "shall" and "will" are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.

(f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and

(g) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

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

"Aboriginal Community" has the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

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

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

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

"Bilateral Agreement" means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her

Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

"Business Day" means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

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

"Canada's Maximum Contribution" means the maximum contribution from Canada as set out in Schedule "C".

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

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

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

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

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

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

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

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

"Expiration Date" means the expiry date set out in Schedule "B" (Specific Information).

"Federal Approval Date" means the date on which Canada has approved the Project identified in Schedule "C" (Project Description, Financial Information, Timelines, and Project Standards).

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

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

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

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

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

"Interest or Interest Earned" means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule "A" of this Agreement, and includes any and all interest or other income generated from the Funds.

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

"Maximum Funds" means the maximum Funds amount as set out in Schedule "B" (Specific Information).

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

"Ontario's Maximum Contribution" means the maximum contribution from Ontario as set out in Schedule "C".

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

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

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

"Progress Report" means the Progress Report described in Article D.1.0 (Reporting Requirements).

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

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

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

"Reports" means the reports described in Schedule "D" (Reports).

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

"Substantial Completion" or **"Substantially Completed"** means that the Project can be used for the purpose for which it was intended and, in any event, no later than March 31, 2027.

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

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

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

(a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;

(d) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;

(e) the Project meets the outcomes of the Community, Culture and Recreation stream, being:

(i) Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.

(f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

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

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete the Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before March 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

(a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the request for payment

and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and

(c) deposit the Funds into an account the Recipient designates, provided that the account:

(i) is at a branch of a Canadian financial institution in Ontario; and

(ii) is solely in the name of the Recipient.

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

(a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:

(i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and

(ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;

(b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and

(c) any payment of Funds is subject to:

(i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;

(ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and

(iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in

respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

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

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);

(d) not use the Funds to cover any Ineligible Expenditure; and

(e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 **Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

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

(a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;

(b) demand from the Recipient the payment of an amount equal to the Interest Earned.

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

(a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;

(b) if Canada's total contribution from all federal sources in respect of the Project exceeds thirty eight point zero eight percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess;

(c) if the Total Financial Assistance received in respect of the Project exceeds one

hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

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

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

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

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

(b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;

(c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

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

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

A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its

obligations under the Agreement for the Project.

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

A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

(a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and

(b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

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

A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

(a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

(b) attests to:

(i) following value-for-money procurement processes for materials and sub-contracts; and

(ii) following its own policies and procedures.

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

(a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);

(b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and

(c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:

(i) inspect and audit the terms of any Contract, record or account in respect of the Project; and

(ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

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

A.6.0 CONFLICT OF INTEREST

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

(a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or

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

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

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

A.7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

(i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A.7.3 **Record Maintenance.** The Recipient will keep and maintain until March 31, 2034 :

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

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 **Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the

Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;

(b) the progress of the Project; or

(c) the Recipient's allocation and expenditure of the Funds.

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

(a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);

(b) remove any copies the Province makes pursuant to section A.7.5(a); and

(c) share any documents, records and findings with Canada.

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

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) coordinating access with any Third Party;

(c) assisting the Province to copy the records and documents;

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

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

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

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

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada

and the Province may:

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

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

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

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

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

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;

(b) any damage to or loss or destruction of property of, any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

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

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;

(b) any damage to, or loss or destruction of, property of any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

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

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

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

A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

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

A.10.0 INSURANCE

A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate

insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than $2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

(a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

(a) provide to the Province, either:

(i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or

(ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

(b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

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

(a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;

(b) cancel all further instalments of Funds; and

(c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

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

A.12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

(a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;

(b) failing to use or spend Funds in accordance with the terms of the Agreement;

(c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);

(d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(f) the Recipient ceases to operate.

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

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

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

(a) the particulars of the Event of Default; and

(b) the Remedial Period.

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

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

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

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

A.13.0 FUNDS UPON EXPIRY

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

A.14.0 DEBT DUE AND PAYMENT

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

(a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

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

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or

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

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

A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, or courier; and

(c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and

(b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

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

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

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

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

obligation under the Agreement.

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

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

(b) apply only to the specific obligation referred to in the waiver.

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

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

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

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

(a) the Recipient’s successors and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the

Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

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

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

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

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

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1, for a period extending 90 Business Days beyond the Terms, sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

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

(a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

(b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:

(i) *Canadian Environmental Assessment Act, 2012*;

(ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

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

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

(a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

(b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:

(i) Aboriginal Communities have been notified and, if applicable, consulted;

(ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

(iii) the Recipient is carrying out accommodation measures, where appropriate; and

(iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

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

A.29.0 COMMITTEE

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

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

A.30.0 DISPUTE RESOLUTION

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

A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.

A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.

A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.

A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

(i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;

(ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);

(iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and

(iv) any other Reports requested by the Province in the format specified.

(b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,

(i) the Recipient having provided to the satisfaction of the Province with written confirmation that:

a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;

b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and

c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and

(ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

(c) where the Recipient is a municipality, the Recipient having submitted to the

satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter annually on or before a date provided by the Province, until the Project reaches Substantial Completion.

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

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE "B"
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

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

B.2.0 MAXIMUM FUNDS

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

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	**Address:** Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3 Attention: Manager, Program Delivery Unit **Email:** ICIPculture@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position:** Manager of Ops. & Facilities **Address:** 320 Portage Avenue, Fort Frances, Ontario P9A3P9 **Email:** trob@fortfrances.ca

[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS FOLLOWS]

SCHEDULE "C"
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 **Project Description.** The Project, Revitalization of the Fort Frances Memorial Sports Centre., will:

The project will rehabilitate and revitalize the Memorial Sports Centre in Fort Frances, Ontario.

The work will involve the replacement of the roof, installation of a new sprinkler system over one ice surface, pool renovations, upgrades to the HVAC, power supply, ice plant controls and dehumidifier, new squash court floors, new flooring throughout the facility as required, purchase of a replacement Zamboni, miscellaneous concrete repairs, new auditorium entrance flooring, enhanced surveillance and security through upgrades to the IT network upgrades, and furnace replacements.

The project will enable the Memorial Sports Centre to increase the quality of the recreational infrastructure by making improvements throughout the facility which will improve the user experience for many more years.

C.2.0 FINANCIAL INFORMATION

C.2.1 **Total Eligible Expenditures.** Total Eligible Expenditures means **$5,251,800.00** rounded to two decimal places.

C.2.2 **Ontario's Maximum Contribution.** Ontario's Maximum Contribution means **$1,666,396.14**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 **Canada's Maximum Contribution.** Canada's Maximum Contribution means **$1,999,885.44**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 **Percentage of Provincial Support.** Percentage of Provincial Support means **31.73%,** rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 **Percentage of Federal Support.** Percentage of Federal Support means **38.08%,** rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 **Federal Approval Date.** Federal approval date means **February 24, 2021**.

C.4.0 PROJECT STANDARDS

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

(a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

(b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE "D"
REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

(a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be prescribed by the Province. The Recipient will:

(i) submit to the Province, up and until the Final Payment has been made pursuant to Schedule J (Request for Payment and Payment Procedures), Progress Reports in each calendar year on or before:

a. For 2021: September 1
b. For 2022: March 1, September 1
c. For 2023: March 1, September 1
d. For 2024: March 1, September 1

(ii) ensure that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:

a. Canada's and the Province's respective forecasted contributions to the Project by Funding Year;
b. the construction start date and the construction end date (forecasted and actual where applicable);
c. the percentage of the Project that has been completed;
d. risks and mitigation strategies;
e. confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
f. confirmation that all required signage for the Project has been installed.

(b) **Claim Reports.** Other than for the Final Payment, once per year, the Recipient will submit a request for payment for Eligible Expenditures in respect of the Project to the Province that is in a format to be prescribed by the Province. The request for payment must be submitted by an authorized representative of the Recipient.

Subject to any other information the Province, at its discretion, may require from time to time, a request for payment shall include:

(i) a detailed breakdown of invoices that are being claimed for reimbursement; and
(ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

(c) **Reporting Requirements at Project Substantial Completion**. Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
  (i) a declaration of project Substantial Completion;
  (ii) a final Progress Report that includes a summary of the final timelines, costs, and outcomes (how the Project aligns with provincial and federal objectives);
  (iii) a Final Payment request, following the form and requirements set out in D1.1(b);
  (iv) a summary of any Communications Activities made for the Project; and,
  (v) a photograph of the Project

(d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 **Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 **Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

(a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
(b) the Project's progress or state of completion;
(c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
(d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
(e) the overall management and administration of the Project;
(f) recommendations for improvement or redress; and
(g) whether prompt and timely corrective action is taken on prior audit findings.

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

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province's and Canada's sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm's length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

(a) The incremental costs of the Recipient's staff or employees provided that:
   (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
   (ii) The arrangement is approved in advance in writing by the Province and Canada.

(b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and

(c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

(a) Costs incurred prior to the Federal Approval Date;

(b) Costs incurred after March 31, 2027;

(c) All expenditures related to Contracts signed prior to the Federal Approval Date;

(d) Costs incurred for terminated or cancelled Projects;

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

(u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

(v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;

(w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.

(x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;

(y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

(z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and

(aa) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE "F"
EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

F.1.1 **Recipient's Participation in Project and ICIP Evaluations**. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

F.1.2 **Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient's Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE "G" – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE "G"
COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

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

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

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

(b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

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

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

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

G.3.0 GUIDING PRINCIPLES

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

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

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of the Province's and Canada's Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province's and Canada's contribution or the Total Financial Assistance, or both, received in respect of the Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

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

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.

G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

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

G.7.0 MEDIA RELATIONS

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

G.8.0 SIGNAGE

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

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

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

(a) on the marker, recognize the Province's and Canada's contributions; and

(b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

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

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

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

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of

repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

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

G.10.0 ADVERTISING CAMPAIGNS

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

[SCHEDULE "H" – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE "H"
DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

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

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

H.2.0 DISPOSAL OF ASSETS

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

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

[SCHEDULE "I" – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE "I"
ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

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

"Aboriginal Community", also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan").

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

(a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and

(b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

(a) of contact by Aboriginal Communities regarding the Project; or

(b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

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

SCHEDULE "J"
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

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

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

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

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

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b), the Recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of the Project to the Province in accordance with, and on the frequency as indicated in Schedule "D" (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.4.0 PAYMENTS OF FUNDS

J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule "C".

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

(a) the conditions set out in paragraph A.4.2(c) of Schedule "A";

(b) the special conditions listed in Article A.31.0 of Schedule "A" (Special Conditions);

(c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;

(d) compliance with all applicable audit requirements under the Agreement; and

(e) applicable communications requirements, as set out Schedule "G" (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of the Project's Substantial Completion, or on or before March 31, 2027, whichever is earlier.

J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after:

(a) 60 Business Days following the Substantial Completion of the project; or,
(b) March 31, 2027

whichever is earlier.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

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

J.7.0 HOLDBACK

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

J.8.0 FINAL PAYMENT

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

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE "K"
COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

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

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

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

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

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

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

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

(a) meet at least two times a year, and at other times at the request of a co-chair; and

(b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

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

K.4.0 COMMITTEE MANDATE

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

(a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;

(b) acting as a forum to resolve potential issues or disputes and address concerns;

(c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;

(d) approving and ensuring audit plans are carried out as per the Agreement;

(e) establishing sub-committees as needed;

(f) at the request of the Province, reviewing requests for payments; and

(g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

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

(a) the co-chairs will be the only voting members on the Committee; and

(b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

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

(a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

(b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

(c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;

(d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;

(e) promptly inform the Committee of all proposed changes in respect of the Project; and

(f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to approve a contribution agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages under the Regional Air Transportation Initiative)

WHEREAS on September 13, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee, to enter into a contribution agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry under the Regional Air Transportation Initiative for mitigation funding to be used for liquidity to bridge a financial gap caused by the pandemic.

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

1. That the contribution agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages 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 13th day of September 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

Innovation, Science and Economic Development Canada
Innovation, Sciences et Développement économique Canada

August 6, 2021

PROJECT NO. 851- 513622

NORTHERN ONTARIO DEVELOPMENT PROGRAM

REGIONAL AIR TRANSPORTATION INITIATIVE

CONTRIBUTION AGREEMENT

Between:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And:

THE CORPORATION OF THE TOWN OF FORT FRANCES

Canada

PROTECTED B

PROJECT NO. 851- 513622

CONTRIBUTION AGREEMENT UNDER THE

NORTHERN ONTARIO DEVELOPMENT PROGRAM

REGIONAL AIR TRANSPORTATION INITIATIVE

This **Contribution Agreement** is made

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("**Her Majesty**"), hereby represented by the Minister of Economic Development and Official Languages ("Minister")

AND:

THE CORPORATION OF THE TOWN OF FORT FRANCES incorporated under the laws of Ontario having its head office located at 320 Portage Ave., Fort Frances, ON P9A 3P9 ("**Recipient**")

RECITALS

WHEREAS the Government of Canada established the Regional Air Transportation Initiative ("Program") to reinstate and maintain regional air routes and air connectivity access impacted by the COVID-19 pandemic;

WHEREAS the Recipient has applied for funding;

WHEREAS the Minister has determined that the Recipient is eligible for funding under the Program and that the Project (as defined below) qualifies for support under the Program;

AND WHEREAS the Minister has agreed to provide a non-repayable contribution to the Recipient to support the Project;

NOW THEREFORE, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

1. INTERPRETATION

1.1. Definitions

In addition to those terms defined in Schedule A– *Statement of Work*, the recitals and elsewhere in this Agreement, a capitalized term in this Agreement has the meaning given to it in this section. Unless otherwise specified in the Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.

a) **"Agreement"** means this contribution agreement and all schedules attached hereto, as may be amended, supplemented or restated from time to time.

b) **"Assessment of Risk"** means the level of risk determined pursuant to the Minister's evaluation of the Recipient's and the Project's risk, which is undertaken from time to time using the Minister's then-current risk framework.

c) **"Business Day"** means any day other than a Saturday, Sunday and Canadian statutory holiday to which the Recipient is subject.

d) **"Contribution"** means the funding provided by the Minister to the Eligible Costs pursuant to the terms and conditions of this Agreement, in the amount set out in section 3.1.

e) **"Date of Acceptance"** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

f) **"Eligible Activities**" means those eligible activities set out in the Schedule B – *Eligible and Ineligible Activities and Related Information.*

g) **"Eligibility Date"** means the Project Start Date.

h) **"Eligible Costs"** means those Project costs incurred by the Recipient that meet the criteria set out in the Schedule B – *Eligible and Ineligible Activities and Related Information*.

i) **"Eligible and Supported Costs"** means Eligible Costs on which the contribution will be paid.

j) **"Fair Market Value"** means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm's length, who are fully informed and not under any compulsion to transact.

k) **"Final Results Report"** means the report prepared in accordance with Schedule C – *Reporting Requirements*.

l) **"Fiscal Year"** means the period beginning April 1st in any year and ending March 31st of the following year.

m) **"Ineligible Costs"** means those costs relating to the Project that are not eligible for funding, as set out in Schedule B – *Eligible & Ineligible Activities and Related Information.*

n) **"Interest Rate"** means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations,* in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for a given month can be found at: http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html.

o) **"Material Change"** is a significant change in the scope, timing, objectives, outcomes or benefits of the Project including without limitation, the following:

   i) The Project is not completed or not expected to be completed by the Project Completion Date;

   ii) the total estimated Eligible Costs set out in the Project Budget are expected to be reduced or are expected to be exceeded by twenty percent (20%) or more; or

   iii) a change in the locations where the Project is to be performed as identified in Schedule A - *Statement of Work*;

p) "**Minister"** means the Minister of Economic Development and Official Languages and any other person, duly authorized to act on his or her behalf.

q) **"Overpayment"** means an amount paid by the Minister as part of the Contribution or which is treated as such pursuant to the terms and conditions of this Agreement, which the Recipient is not entitled to according to the terms of this Agreement and which is recoverable by the Minister in accordance with section 5.8.

r) **"Party"** means the Minister or the Recipient, as the case may be, and **"Parties**" means the Minister and the Recipient.

s) **"Program"** has the meaning set out in the recitals.

t) **"Project"** means the activities carried out by the Recipient described in Schedule A – *Statement of Work*.

u) **"Project Costs"** means the aggregate of all Eligible Costs and Ineligible Costs for the Project, as set out in Schedule A - *Statement of Work*.

v) **"Project Completion"** means the point at which all components of the Project are completed in accordance with the specifications set out in Schedule A - *Statement of Work*.

w) **"Project Completion Date"** means March 31, 2022

x) **"Project Start Date"** means April 1, 2020

y) **"Third Party"** means any legal entity, individual, partnership or organization, other than a Recipient and Her Majesty.

z) **"Schedule"** means a schedule to this Agreement.

1.2. Entirety of Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all previous documents, discussions, negotiations, provisions, undertakings or arrangements in relation to the subject matter of this Agreement. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

1.3. Term

The Agreement shall come into force as of the Date of Acceptance and, subject to section 1.5 will terminate:

(a) twelve (12) months after the earlier of:
  i) the Project Completion to the satisfaction of the Minister; or
  ii) the Project Completion Date.

(b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.4. Schedules

The following Schedules are attached to, and form part of, this Agreement:

a) Schedule A – Statement of Work

b) Schedule B – Eligible and Ineligible Activities and Related Information

c) Schedule C – Reporting Requirements

The following Annexes are attached to, and forms part of, Schedule C:

Annex C-1 – Claim Summary/Advance Form

Annex C-2 – RATI Cost Forecast

Annex C-3 - Final Statement and Detailed Transaction Listing

1.5. Survival

Notwithstanding anything else in this Agreement, the following rights and obligations shall survive the expiration or early termination of this Agreement for a period of six (6) years:

Section 3.4	Other Government Financial Support
Section 5.8	Overpayment
Section 8	Default and Recovery
Section 9	Audit and Evaluation
Section 10	Information Management, Retention and Access
Section 13	Representations, Warranties and Additional Covenants
Section 14	Indemnification and Limitation of Liability
Section 16	General Provisions

1.6. Headings

The headings used in this Agreement are inserted for convenience of reference only, and shall not affect its interpretation.

2. PURPOSE

2.1. Purpose of the Contribution

The purpose of the Contribution is to provide financial assistance to the Recipient solely for the purpose of carrying out the Project, in accordance with the terms and conditions set forth in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

3. CONTRIBUTION AND PROJECT BUDGET

3.1. Contribution by the Minister

a) Subject to the terms and conditions of this Agreement, and the limitations as set out in paragraph (b), the Minister will make a non-repayable contribution to the Recipient in respect of the Project, in an amount not exceeding the lesser of:

   i) 100 percent of the total Eligible and Supported Costs of the Project; and
   ii) $ 225,705.

b) Payment of the Contribution will be made at the Minister's discretion, which shall not be unreasonably withheld, and will be subject to all terms and conditions of this Agreement.

c) The Parties acknowledge that the Minister's role with respect to the Project will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Minister shall have no involvement in the management or operation of the Project. The Minister is neither a decision-maker nor an advisor in respect of the Project.

3.2. Budgeting and Allocation of Contribution

The Minister will not contribute to any Eligible Costs that are incurred prior to the Eligibility Date or after the Project Completion Date. All costs incurred before the Eligibility Date will be deemed ineligible.

3.3. Appropriations

Any payment by the Minister under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made; and to cancellation or reduction in the event that departmental funding levels are changed by Parliament. If the Minister is prevented from disbursing the full amount of the Contribution due to a lack or reduction of appropriation or departmental funding levels, the Minister and Recipient agree to review the effects of such a shortfall in the Contribution on the implementation of this Agreement.

3.4. Other Government Financial Support

3.4.1 The Recipient confirms that, in addition to the Contribution, it has received or has been approved to receive the following federal, provincial / territorial, or municipal government ("Government") financial assistance for the Project:

Federal:	$0
Provincial:	$0
Municipal:	$0
Total:	**$0**

The Recipient confirms that it has not requested nor received any Government financial assistance for the Project, other than as described above.

3.4.2 The Recipient agrees that, for the purposes of this section, Government financial assistance includes, and may not be limited to any grants, contributions, implicit subsidies, forgivable loans, investment tax credits and any other tax credits available to the Recipient in respect of the Project.

3.4.3 In no event will the total Government financial assistance towards the total Eligible Costs be allowed to exceed one hundred per cent (100%) of the Eligible Costs.

3.4.4 The Recipient agrees to promptly notify the Minister, within fifteen (15) Business Days, in the event that any Government financial assistance related to the Project, other than as described above is approved, or provided during the term of this Agreement. The Recipient acknowledges and agrees that, at the Minister's sole discretion, the amount of the Contribution may be reduced the extent of any additional Government financial assistance, or the Minister may require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment..

3.5. Other Financial Support

The Recipient agrees to promptly notify the Minister, within fifteen (15) Business Days, in the event that any other financial assistance related to the Project, other than Government assistance set out in section 3.4, is approved or provided during the term of this Agreement. The Recipient acknowledges and agrees that, at the Minister's sole discretion, the amount of the Contribution may be reduced to the extent of any additional financial assistance, or the Minister may require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

4. OBLIGATIONS OF THE PARTIES

4.1. The Minister's General Obligations

The Minister will be responsible for disbursing the Contribution pursuant to the terms and conditions of this Agreement. The Minister may provide guidance, information and reporting templates, where practical, to assist the Recipient with the preparation of reports and claims required under this Agreement.

4.2. Project Commitments by the Recipient

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

a) carry out the Project, as described in Schedule A – *Statement of Work*, in a diligent, timely and professional manner and in general compliance with the Project Costs;

b) complete the Project no later than the Project Completion Date*;*

c) subject to the Minister's commitment in section 3.1, allocate the Contribution toward certain Eligible Costs, be responsible for all Project Costs, including costs incurred in excess of the Project Costs specified in Schedule A – *Statement of Work*, if any;

d) ensure that all goods and services, the cost of which are being contributed to by the Minister under this Agreement, will be purchased or acquired at competitive prices that are no greater than Fair Market Value after deducting all trade discounts and similar items;

e) assume full responsibility at all times for the Project and all matters arising therefrom, as per appropriate standards; and

f) when awarding contracts or hiring personnel for the Project, use a fair and competitive or otherwise justifiable and generally accepted sound business process that results in competent and qualified contractors and/or personnel working on the Project.

5. CLAIMS AND PAYMENTS

5.1. Payment of Claims

5.1.1 The Recipient shall submit claims for reimbursement of Eligible and Supported Costs and the Minister will pay the Contribution in respect of Eligible and Supported Costs incurred, provided that the Recipient is not in default hereunder.

a) Claims will be submitted electronically using forms prescribed by the Minister as set out in Annex C-1 of Schedule C – *Reporting Requirements*;

b) Subsequent/final claims will be accompanied by an itemized summary of Eligible and Supported Costs being claimed which have been incurred by the Recipient and which will be substantiated by such documentation, as may be required by the Minister as set out in Annex C-2 and Annex C-3 of Schedule C;

c) Subsequent/final claims will be accompanied by details of funding sources for the Project, including amounts received or receivable, during the claim period and during the relevant Fiscal Year to date.

5.2. Requests for Advance Payments

5.2.1 Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this agreement, the Minister may, at his/her sole discretion, pay to the Recipient an initial advance. If the Minister elects to make an advance payment to the Recipient, the Minister will determine the amount of the advance to be paid in accordance with his/her customary payment practices based on the Assessment of Risk of the Contribution and upon receipt of the Recipient's forecasted cash flow requirements in the form set out in Annex C-1 and Annex C-2 of Schedule C of this Agreement.

5.2.2 The Minister shall determine the relevant advance period not to exceed twelve (12) months prior to making any advance payment of a portion of the Contribution, using the then-current Assessment of Risk. The advance payment will not exceed the immediate cash requirements of the Recipient for that period and will take into account any holdback that may be applied.

5.2.3 The Recipient shall provide and accounting for advances, both expended and unspent, within thirty (30) days of the end of each advance period through the submission of a report detailing the actual amounts of Eligible and Supported Costs incurred during the advance period.

5.2.4 The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse Her Majesty any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

5.3. Final Claim for Reimbursement of Eligible and Supported Costs

The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than forty five (45) days after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date. The final claim will, in addition to the requirements set out in section 5.1, be accompanied by the following documents, prepared to the Minister's satisfaction:

a) a final statement of total Project costs;

b) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;

c) a Final Activity Report on the Project;

d) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes; and

e) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

5.4. Payment Procedure

5.4.1 The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

5.4.2 Subject to the maximum Contribution amount set forth in subsection 3.1(a) and all other conditions set forth in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible Costs supported by the Contribution set forth in the Recipient's claim, in accordance with the Minister's customary payment practices.

5.4.3 All requests for payment by the Recipient shall be accompanied by any other information, explanations and/or documentation related to the Project and/or in support of the claim as may be requested by the Minister, from time to time.

5.4.4 The Minister may require that any claim submitted for payment of any amount of the Contribution be certified by the Recipient's external auditors or by an auditor approved by the Minister.

5.5. Final Adjustments

After the final claim has been received, to the Minister's satisfaction, the Minister will carry out a final review and reconciliation of all claims and payments made in respect of the Project and, at the Minister's sole discretion, the Minister may conduct an audit as provided in section 9.1. Upon completion of such review and/or audit to the Minister's satisfaction, the Minister will make any final adjustments required in these circumstances. If the amount of the Contribution that has been paid to the Recipient exceeds the total amount which the Recipient is entitled to receive under this Agreement, the Minister shall so advise the Recipient and such amount will be deemed an Overpayment.

5.6. Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's discretion, withhold an amount of the Contribution from the total amount of Eligible and Supported Costs claimed at any point in time. The Minister shall determine the percentage of the holdback based on the amounts of the Contribution, as set out in the Project Budget, and using the then-current Assessment of Risk. The Minister may adjust the percentage of holdback during the term of the Agreement. The Minister shall release the holdback upon the Minister's receipt and acceptance of all deliverables and reports required under this Agreement and after the final adjustment under section 5.5 has been completed to the Minister's satisfaction.

5.7. Proceeds or Income Earned

The Recipient shall report all proceeds or any income (not including income from operations), including interest earned, on the Contribution, including advance payments. Such proceeds, income or interest may, at the Minister's discretion, be applied to reduce the amount of the Contribution to be disbursed under this Agreement or alternatively may be treated as an Overpayment.

5.8. Overpayment

The Recipient agrees to repay Her Majesty any amount which constitutes an Overpayment and until such Overpayment is repaid, it will constitute a debt due to Her Majesty. At the Minister's discretion, the Minister may deduct any Overpayment from subsequent payments of the Contribution, from the amount withheld as a holdback or, if the Overpayment is determined in or after the final Fiscal Year, the Recipient shall repay the amount within thirty (30) days of receiving written notification by the Minister. Interest on the Overpayment will be charged at the Interest Rate and be due and payable upon any amount of the Overpayment not repaid after thirty (30) days of receipt of written notice in accordance with the *Interest and Administrative Charges Regulations.*

5.9. Payable at Year End (PAYE) Set-Up

On or before the end of each Fiscal Year, the Recipient shall provide the Minister a form ("PAYE form") prescribed by the Minister completed and certified by the Recipient with a year-end estimate of the Contribution amount that will be requested for reimbursement of Eligible and Supported Costs incurred or to be incurred up to March 31st of the current Fiscal Year so that funds for that Fiscal Year can be set-aside for the reimbursement of Eligible and Supported Costs incurred for that year.

The Minister may require that all PAYE forms be accompanied by any other information, explanation and/or documentation related to the Project and/or related to the year-end estimate of the Eligible and Supported Costs and/or estimated Contribution amount.

5.10. Aboriginal Consultation

The Recipient acknowledges that Her Majesty's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

6. RESULTS AND FINANCIAL REPORTING

6.1. Final Results Report

The Recipient shall provide to the Minister a *Final Results Report* as described in Schedule C – *Reporting Requirements*, to the Minister's satisfaction, no later than forty five (45) days following the Project Completion Date, and using the form prescribed by the Minister.

6.2. Financial Statements

The Recipient agrees to provide the Minister, a copy of the Recipient's independently prepared audited annual financial statements (or if none is available unaudited annual financial statements) within one hundred and twenty (120) days of the Recipient's fiscal year end for the duration of this project.

6.3. Supplementary Information

The Minister may, at any time, request supplementary information relating to any aspect of the Project, including but not limited to, financial management, expenditures, funding and investments, performance measurement.

7. COMPLIANCE WITH LEGISLATION, POLICIES AND REGULATIONS

7.1. Compliance with Laws

The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

7.2. Environmental Assessments

The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Impact Assessment Act*, S.C. 2019, c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

8. DEFAULT AND RECOVERY

8.1. Default

The Minister may declare that an event of default has occurred if:

a) the Recipient neglects or fails to pay to her Majesty any amount due in accordance with this Agreement;

b) the Project is not completed to the Minister's satisfaction by the Project Completion Date or the Project is abandoned in whole or in part;

c) the Recipient is insolvent, adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

d) an order is made which is not being contested or appealed by the Recipient or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;

e) a representation, warranty or material statement contained herein or in any application or certificate, document or report delivered to the Minister hereunder or in connection therewith is at any time incorrect, false or misleading;

f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;

g) the Recipient fails to comply with the monitoring, audit and evaluation requirements, specified in this Agreement;

h) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;

i) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith; or

j) the Project is carried out at locations, other than those mentioned in Schedule A - *Statement of Work*.

8.2. Notice and Rectification Period

Except in the case of a default under 8.1 (c) or (d) or (f), the Minister will not declare that an event of default has occurred unless it has given written notice to the Recipient of the occurrence which, in the Minister's opinion, constitutes an event of default and the Recipient fails, within thirty (30) days of receipt of the notice, either to correct the condition or event or demonstrates, to the satisfaction of the Minister that it has taken such steps as are necessary to correct the condition.

8.3. Remedies

If the Minister declares that an event of default has occurred, the Minister may exercise any one or more of the following remedies, in addition to any other remedies available at law or equity:

a) suspend any obligation by the Minister to make a payment under this Agreement, including any obligation to pay any amount owing prior to the date of such suspension;

b) terminate this Agreement, including any obligation by the Minister to make any payment under this Agreement, including any amount owing prior to the date of such termination; or

c) require the Recipient to repay Her Majesty all or part of the Contribution paid by the Minister to the Recipient, together with interest from the day of demand at the Interest Rate.

8.4. Non-Waiver

Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing, the Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

8.5. Policy Objective

The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from public monies, and that the amount of damages sustained by Her Majesty in an event of default is difficult to ascertain and therefore that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this Agreement, if an event of default occurs.

9. AUDIT AND EVALUATION

9.1. Recipient Audit

The Recipient agrees that the Minister may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without limitation, compliance with the financial provisions. The Recipient will, at its own expense, preserve and make available for audit and examination by the Minister all books, accounts and records of the Project, the Recipient's administrative, financial and claim processes and procedures, and any other information necessary. The Minister will have the right to conduct such audits at the Minister's expense as the Minister considers necessary using internal audit staff or auditors selected by the Minister. The Recipient will make the necessary contractual arrangements with Third Parties to provide the Minister with similar audit rights in respect of those Third Parties.

Where the report of an audit conducted pursuant to this section identifies any deficiencies, or provides recommendations for improvements or redress, the Recipient shall, within sixty (60) days of receiving such report, implement timely corrective actions in respect of such findings or recommendations, and report back to the Minister.

9.2. Program Evaluation

The Minister may engage in an evaluation of the Program for the purposes of assessing its relevance and impact. The Recipient shall assist the Minister to perform any such evaluation.

9.3. Auditor General Rights

The Recipient acknowledges that, pursuant to subsection 7.1 (1) of the *Auditor General Act,* the Auditor General of Canada may, at the Auditor General's own cost, conduct an inquiry respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement.

For the purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner:

a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement or the use of the funds provided under this Agreement;

b) all relevant information, as may reasonably be required to undertake a performance audit of the Program; and

c) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the use of the funds provided under this Agreement.

The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

9.4. Audits and Evaluations Carried Out by the Recipient.

Upon request, the Recipient shall provide the Minister with a copy of the report of any audit, evaluation or review carried out by the Recipient, related to the Project or the use of the Contribution.

10. INFORMATION MANAGEMENT, RETENTION AND ACCESS

10.1. Records Retention and Access

The Recipient shall keep and maintain books of account and other records in which all receipts, disbursements, costs and activities in relation to the Project are recorded in a segregated fashion, and in a manner which shall demonstrate the application of the Contribution received from the Minister to reimburse Eligible and Supported Costs. The Recipient shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms and conditions of this Agreement.

10.2. Access to Premises

The Recipient shall provide the Minister reasonable access to the Recipient's premises and those of any Third Parties, and any premises where the Project is being carried out in order to review Project records and assess the progress of the Project and the Recipient's compliance with the terms and conditions of this Agreement.

10.3. Disclosure

Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives A*ct of Canada, and sections 10.4, 10.6 and 11 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties. Notwithstanding the foregoing, the Minister may publicly disclose the Recipient's name, the amount of the Contribution, a description of the nature of the Project, the date and value of this Agreement or any subsequent amendment, amounts advanced or paid for the reimbursement of Eligible and Supported Costs.

Notwithstanding the foregoing, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.

10.4. Information Sharing

The Recipient acknowledges that, in order to ensure efficiencies and effectiveness in the implementation, and administration of the Program, the Minister may collect and share with other federal departments and Governments who are providing funding for the Project, Recipient information for purposes that include, but are not limited to, the use of such information in the auditing, assessment, analysis and evaluation of the Recipient; the Recipient's performance of its contractual obligations, and, the Project and this Agreement. The Recipient hereby consents to the sharing of Recipient information for these purposes.

10.5. Confidentiality

The Recipient represents that any information which the Recipient has obtained in confidence from any Third Party, or any personal information contained in any records, information, audit and evaluation and other reports provided to the Minister under the terms of this Agreement, was obtained with the consent of the Third Party or individual consent. Any information containing such personal information or Third Party confidential information will be marked as "confidential". The Minister shall ensure that any disclosure respects all legal requirements relating to personal information and Third Party confidential information.

10.6. Financing, Licensing and Subcontracting

The Minister hereby consents to the Recipient disclosing this Agreement, and any portion or summary thereof, for any of the following purposes:

a) securing additional funding; or

b) ensuring that Third Parties, all agents, contractors and subcontractors of the Recipient agree to provide the Minister and the Auditor General with access to their records and premises.

11. PUBLIC COMMUNICATION

11.1. Public Dissemination

The Minister has the right to release to the public, table before Parliament and publish by any means, any reports and other information the Minister has the right to receive or to produce in accordance with this Agreement (hereinafter referred to as "Information") as well as such excerpts or summaries of the Information as the Minister may, from time to time, decide.

11.2. Public Recognition

The Recipient shall, in all public communications (including but not limited to web sites, publications, news releases, presentations, annual reports, on-site signage) acknowledge the financial support of the Minister in a form that is satisfactory to the Minister. Acknowledgement of the Minister's support to the Recipient will be in accordance with the Communications Requirements on the FedNor website: www.fednor.gc.ca The Recipient also agrees to limit the acknowledgement to applications agreed upon by the Minister and to terminate the acknowledgement upon request of the Minister.

11.3. Public Announcement

The Recipient shall give reasonable prior notice to the Minister of a proposed public announcement or ceremony relating to the Project. The Minister, or his/her designated representative, will be invited to participate in such announcement or ceremony to take place where possible at a mutually agreed date. Where the Minister or his/her representative wishes to participate in such an announcement or ceremony, the Recipient shall cooperate with the representative in respect of such announcement or ceremony.

12. OFFICIAL LANGUAGES

The Recipient may carry out the Project in the official language of the Recipient's choice.

13. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

13.1. Representations and Warranties

The Recipient represents and warrants that:

a) no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public;

b) the Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Sector,* the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation;

c) it has not paid, nor agreed to pay nor will it pay or agree to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;

d) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*;

e) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*;

f) it is duly incorporated and in good standing under the laws of the Province of Ontario and is in good standing under the laws of each jurisdiction in which it is required to be registered;

g) it has the requisite power and authority, and has met all legal requirements, necessary to carry on its business, to hold property, and to enter into, deliver and perform this Agreement;

h) the entering into, delivery and performance of this Agreement, and its execution by the undersigned signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms;

i) the execution and delivery of this Agreement, and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

   i) violate any provisions of the Recipient's by-laws, any other governance document subscribed to by the Recipient, or any resolution of the Recipient;

   ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

   iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound;

j) it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement;

k) it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project; and

l) it did not commence the Project prior to the Project Start Date.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event that a representation and warranty is determined to be untrue or incorrect at the time that it was made, the Minister may exercise the remedies set out in section 8.3.

13.2. Additional Covenants

In addition to its other covenants and obligations in this Agreement, the Recipient covenants and agrees to:

a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to carry out the Project and perform all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;

b) promptly inform the Minister forthwith of any fact or event that would or might compromise the Project or prevent compliance with this Agreement, including but not limited to, any kind of harassment, abuse or discrimination in the workplace;

c) maintain and comply with all licenses, permits and registrations required or appropriate to conduct the Project; and

d) take measures conducive to creating a workplace free from harassment, abuse and discrimination of any kind.

13.3. Material Change

The Recipient shall not make a Material Change without the prior written consent of the Minister. Notice of a Material Change must be delivered promptly to the Minister and in no event later than fifteen (15) Business Days prior to the proposed Material Change.

13.4. Distributions

The Recipient shall not make any distributions to any affiliates, payout any shareholder loans, declare or pay dividends without the prior written consent of the Minister.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1. Indemnification

The Recipient shall at all times indemnify and save harmless, Her Majesty, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

a) the Project, its operation, conduct or any other aspect thereof;

b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a Third Party or its officers, employees, or agents;

c) the design, construction, operation, maintenance and repair of any part of the Project or,

d) any omission or other willful or negligent act or delay of the Recipient or a Third Party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

14.2. Liability

Her Majesty shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, Her Majesty shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

15. INTELLECTUAL PROPERTY

Title to intellectual property resulting from the Project will be determined by the Recipient's policy on intellectual property, and by applicable Canadian law.

16. TERMINATION

The Minister may terminate this Agreement at any time without cause upon not less than three (3) months written notice of the intention to terminate the Agreement to the other parties. In the event that the Agreement is terminated:

a) The Recipient shall make no further commitments in relation to the use of the Contribution and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

b) The Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement, to the extent that it is established to the satisfaction of the Minister that the costs mentioned herein were actually incurred by the Recipient and are reasonable and properly attributable to the termination of the Agreement will be paid by the Minister.

17. GENERAL PROVISIONS

17.1. Transfer and Assignment

The Recipient will not transfer or assign this Agreement or any part thereof, or its rights, duties or obligations under this Agreement, without the prior written consent of the Minister and without a written irrevocable undertaking, representation and warranty from the transferee or assignee, as the case may be, in which the transferee or assignee agrees to comply with all terms and conditions of this Agreement. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without the Minister's express written consent is void.

17.2. Dispute Resolution

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitration in accordance with the *Commercial Arbitration Code* set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act. Pending resolution, all payments and other obligations related to the issue in dispute will be suspended.

17.3. Disposition of Project Assets

The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, unless:

a) the Recipient has obtained the prior written consent of the Minister, on such conditions as the Minister may determine; or

b) the asset was acquired at a cost less than $1,000; or

c) the asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

17.4. Debt due to Her Majesty

Any amount owed to Her Majesty under this Agreement will constitute a debt due to Her Majesty and will be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt within thirty (30) days of receiving written notification by the Minister.

Debts due to Her Majesty will accrue interest at the Interest Rate in accordance with the *Interest and Administrative Charges Regulations*. Interest shall be compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.

17.5. Set-Off

Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under any legislation or any agreements with Her Majesty at any time over the term of this Agreement and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.

17.6. Binding Effect

This Agreement is binding upon the Parties, their successors and permitted assignees.

17.7. Amendment

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

17.8. No Agency

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and any Third Party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of Her Majesty.

17.9. Severability

If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, it shall be deemed to be severable and shall be deleted from this Agreement, and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

17.10. Tax

The Recipient acknowledges that financial assistance from government programs may have tax implications and that advice should be obtained from a qualified tax professional.

17.11. Notice

Any notice, information or document provided for under this Agreement may be delivered or sent by any pre-paid method, including regular or registered mail, courier, facsimile or email. Notice will be considered as received upon delivery by the courier or one (1) Business Day after being sent by facsimile or email, or five (5) Business Days after mailing provided that no message indicating that the notice was undeliverable is received. A Party may change its address below by notifying the other Party in writing.

Any notice to the Minister will be sent to:

FedNor (Innovation, Science and Economic Development)
Attn: Heather McKeown
Program Delivery
100 Park St., P.O. Box 1610
Kenora, ON
P9N 3W9
Email: heather.mckeown@ised-isde.gc.ca

Any notice to the Recipient will be sent to:

Mr. Rob Travis
Attn: Manager of Operations and Facilities, Town of Fort Frances
320 Portage Ave.,
Fort Frances, ON
P9A 3P9
Email: trob@fortfrances.ca

Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change will be deemed to take effect fifteen (15) days after receipt of such notice.

17.12. Applicable Laws

This Agreement will be interpreted in accordance with the laws of the Province of Ontario and laws of Canada applicable therein.

17.13. Counterparts

This Agreement may be signed in counterparts and such counterparts may be delivered by facsimile or by other acceptable electronic transmission, each of which when executed and delivered shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

18. ACCEPTANCE AND SIGNATURES

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within fifteen (15) days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representative:

PROJECT NO. 851- 513622

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister for Economic Development and Official Languages

Date: _____

Per: Duhaime, Stephanie Digitally signed by Duhaime, Stephanie Date: 2021.08.06 17:55:12 -04'00'

Name: Aime J. Dimatteo
Title: Director General, FedNor

THE CORPORATION OF THE TOWN OF FORT FRANCES

Date: _____

Per: _____

Name: _____

Title: _____

I have authority to bind The Corporation of the Town of Fort Frances

Date: _____

Per: _____

Name: _____

Title: _____

I have authority to bind The Corporation of the Town of Fort Frances

PROTECTED B

SCHEDULE A

STATEMENT OF WORK

The Corporation of the Town of Fort Frances

PROJECT DESCRIPTION:

The mitigation funding will be used for liquidity to bridge a financial gap caused by the pandemic until March 31, 2022.

The support is based on minimum operating costs required to maintain operations, deemed reasonable for the project to move forward, and not covered by other sources of funding.

PROJECT LOCATION: FORT FRANCES, ONTARIO

PROJECT START DATE: April 1, 2020

PROJECT COMPLETION DATE: March 31, 2022

PROJECT COSTS

Project Costs		**Financing**	
Eligible Costs		FedNor	$225,705
Supported	$225,705	Other Federal	$0
Not Supported	$0	Provincial	$0
Ineligible Costs	$0	Municipal	$0
		Financial Institutions	$0
		Applicant	$0
		Other	$0
Total	**$225,705**		**$225,705**

	Supported	**Not Supported**	**Total**
Eligible Costs			
Working Capital	$225,705	$0	$225,705
Total Eligible Costs	**$225,705**		**$225,705**
Ineligible Costs			
Not Applicable			$0
Total Ineligible Costs			**$0**
Total Project Costs			**$225,705**

OBJECTIVES AND EXPECTED RESULTS

Recognizing that regional air transport is a critical success factor to regional socio-economic development and well-being of communities, the Initiative will support projects that ultimately assist communities impacted by the decisions of national carriers to suspend and cut services in the short-term, and support conditions for ensuring the sustainability of regional air transport in the long-term. As such, the two objectives are to:

1) Contribute to maintaining and enhancing regional and local air carrier operations/services and related regional ecosystem connectivity. Support efforts to develop short-term economic opportunities to better serve the regions and the people who call them home by focusing on maintaining and restoring regional routes to the communities impacted by cuts, and;

2) Assistance for small regional airports (not to be overlapped with the supports from TC) to help them maintain services

Outcomes and Indicators

Outcomes of the Regional Air Transportation Initiative include:

- Associated regional air sector ecosystems and small and medium enterprises (SME) that adapt to new realities in order to better serve the socio-economic needs of the regions;
- Businesses and communities have reliable and affordable access to critical regional/local airport and air carrier operations and services; and
- Communities are economically diversified.

Indicators to measure success include:

- Number of jobs, in full-time equivalent (FTE), that will be maintained as a result of this project (including occupational category and industry sector);
- Number of businesses that will be maintained as a result of this project (including the sector in which they operate);
- Number of communities with air access maintained/restored;
- Number of air routes with service maintained/restored; and
- Passenger volumes on air routes maintained/restored.

SCHEDULE B

ELIGIBLE AND INELIGIBLE ACTIVITIES AND RELATED INFORMATION

1. GENERAL PRINCIPLE

The Eligible Costs shall be the direct costs which, in the opinion of the Minister, are reasonably and properly incurred or allocated, to the performance of the Project, less any applicable credits as defined below. These costs shall be determined in accordance with the Recipient's cost accounting system as accepted by the Minister and applied consistently over time. The cost accounting system should clearly establish an audit trail that supports all Eligible Costs claims, as described below.

2. ELIGIBLE ACTIVITIES

The primary goal of the Initiative is to ensure regional air routes and services are maintained and restored to the communities reliant on them for regional economic development such as business and economic development as well as tourism.

The RATI may support critical and continuing operations and services for certain regional airports (not already covered by supports announced or to be delivered through Transport Canada, namely, not for large sized airports), for instance:

- Operating costs (such as lease payments, salaries, and insurance); maintenance costs and reservation systems;
- Other airports-led projects can also be supported, such as putting in place measures to adapt to the new pandemic requirements, including protective equipment or digitalization of operations;
- Marketing support is excluded, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party;
- Enhanced customer experience or environmental improvements; and
- Support may be provided to air carrier/regional routes projects that involve eligible airports (except large-sized airports who do not qualify) only for the purposes of regional connectivity. For example, if a project includes costs incurred by an airport to adapt its services/infrastructure to accommodate the new regional route, those costs would be eligible.

3. ELIGIBLE COSTS

Eligible costs include those already eligible under current RDA program authorities modified for COVID-19, and include all costs deemed reasonable and necessary for carrying out eligible projects that contribute to achieving program objectives. Costs will be eligible on a retroactive basis as of April 1, 2020.

Funding can support up to 12 months of eligible costs over the two years. The support period could be split into 2 periods of time (i.e. October 2020 to March 2021 and October 2021 to March 2022).

Airport eligible costs include:

- Mortgage and/or commercial rent (if not eligible under Transport Canada's rent support program);
- Equipment rental or lease costs;
- Salaries and benefits (if not eligible for the Canada Emergency Wage Subsidy);
- Insurances;
- Bank interest/charges and loan payments;
- Property taxes;
- Utility costs;
- Materials and supplies;
- Office supplies; Cleaning supplies; Service contracts (e.g. janitorial, security, snow removal, etc.); Professional fees (operational costs only, e.g. audit costs);Maintenance costs;
- Vehicle operating expenses (e.g. EMS fleets, snow plows, etc.);

- Other aircraft servicing costs;
- Traffic service costs (e.g. processing baggage, cargo);
- Reservation systems (if applicable);
- Adaptation and additional measures (e.g. PPE and/or one time stabilization costs); and
- Other fixed overhead costs.

4. INELIGIBLE COSTS

Ineligible costs include those already specified under current program authorities, and will also include the following:

- Compensation for eligible recipients' revenue losses;
- Refinancing of an existing debt;
- Purchase of aircraft and/ or aircraft fuel;
- Capital costs;
- Land and building acquisition;
- Goodwill;
- Entertainment expenses;
- Salary bonuses and dividend payments;
- Allowance for interest on invested capital, bonds, debentures, and other debts;
- Losses on investments, bad debts and associated expenses;
- Other projects and contracts;
- Refinancing of existing debts;
- Amortization or depreciation of assets;
- Federal and provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit;
- Intermodal public transit projects;
- Provisions for contingencies;
- Lobbying activities or commissions paid to consultants to secure funding;
- Donations, dues and membership fees; and
- Marketing support is also deemed ineligible, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party.

Costs incurred prior to April 1, 2020 are ineligible.

5. GOODS AND SERVICES TAX OR HARMONIZED SALES TAX

Only that portion of the Goods and Services Tax or the Harmonized Sales Tax which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an Eligible Cost. Only that portion of the Provincial Sales Tax which is also not refundable by the respective provincial tax authority can be claimed as Eligible Cost.

6. REASONABLE COSTS

An Eligible and Supported Cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.

In determining the reasonableness of particular cost, consideration will be given to:

a) whether the cost is of a type generally recognized as normal and necessary for the conduct of the Recipient's business or performance of the Project;

b) the restraints and requirements of such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations and Agreement terms;

c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;

d) significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs; and

e) the specifications, delivery schedule and quality requirements of the particular Project as they affect costs.

Eligible and Supported Costs claimed must reflect actual costs incurred by the Recipient and not include any allocation for profit (i.e. mark-up) or any allocation of general and administrative expenses.

7. CALCULATION OF DIRECT LABOUR COSTS

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employee benefits (CPP, EI, holidays, vacation, etc.) not exceeding 20% of direct labour costs may be claimed without supporting documentation. If employee benefits being claimed as costs incurred in support of the Project exceed 20% of direct labour costs, supporting documentation will be requested.

SCHEDULE C

REPORTING REQUIREMENTS

1. REPORTING

The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of data necessary to complete the following report.

2. FINAL RESULTS REPORT

The Recipient shall submit a Final Results Report to the Minister that shall include results achieved between the Project Start Date and Project Completion Date, including:

a) number of jobs, in direct full-time equivalent (FTE), were maintained (by occupational category and industry); and

b) number of businesses were maintained (by sector).

c) Number of communities with air access maintained/restored;

d) Number of air routes with service maintained/restored; and

e) Passenger volumes on air routes maintained/restored.

PROTECTED B

ANNEX C-1

CLAIM SUMMARY AND/OR ADVANCE FORM

Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada

CLAIM SUMMARY and/or ADVANCE CLAIM

PROTECTED

- Submit Original to Innovation, Science and Economic Development Canada (ISED)/FedNor
- Shaded Areas are for Department Use Only

Program			Final Claim ☐ Yes ☐ No	Claim No. 1	Endeavour	Project No.	Sub Project
Project Start	Project Completion	Commercial Production	Eligibility Date	Offer Accepted Date		Holdback Threshold Reached ☐ Yes ☐ No	

Name of Recipient(s) and Joint Payee (if applicable)

Address

Postal Code

Contact

Telephone Number

CONTROL POINTS

FCF 20 /20

Less: CY Pmts to Date

FCF Free Balance $ -

Eligible Costs

Authorized Assistance %

Less: Cumulative Net Approved Assistance

Outstanding Advance

Available Balance $ -

Holdback Threshold % $ -

CLAIM

1. Eligible Costs

☐ Incurred ☐ Paid

	ELIGIBLE COSTS CLAIMED		* CMIS KEYED ENTRY	PAYMENT CALCULATION	
	Current	Total to Date		Current	Cumulative
Period Covered	From (YYYY-MM-DD)	From (YYYY-MM-DD)	*Approved Eligible Costs		$ -
	To (YYYY-MM-DD)	To (YYYY-MM-DD)			
Total Eligible Costs (as per "Detailed Claim" attached)			*Gross Approved Assistance %		-
ISED/FedNor Share %			*Holdback %		-
2. ADVANCES (only when provided for in the Contribution Agreement - attach "Recipient's Cost Forecast")			NET APPROVED ASSISTANCE =	-	-
			Outstanding Advance +		
			Amounts owing (receivable) +	-	-
ISED/FedNor Share - estimate cash requirements for period specified	$ -		*ADVANCE	-	
			Adjustments or Recoveries (explain below)	-	
			REQUESTED PAYMENT	$ -	$ -

CERTIFICATION (by recipient for each claim)

I certify that:

(a) the costs described in this claim and considered eligible were or will be incurred under the contract;

(b) generally accepted and consistently followed accounting practices have been used;

(c) Her Majesty's payment will be applied to the project in accordance with the contract and costing memorandum;

(d) if applicable, disclosure has been made of assets involved in or resulting from the project which ceased to be used or which were transferred to productive use, sold, leased or otherwise disposed of;

(e) if applicable, environmental protection measures have been implemented and are maintained; requirements of all regulatory bodies have been satisfied.

Signature of Authorized Official

Title

Date

APPROVED and CERTIFIED pursuant to Departmental Signing Authorities

The amount payable relates to costs that:

☐ are eligible and reasonable;
☐ will be incurred within the advance period;
☐ are reasonable in step with work performed in a satisfactory manner;
☐ all required terms and conditions of the agreement are being met.

Recommended by

Title | Officer Code | FSA Number

Signature | Date

Approved and Certified pursuant to Section 34 1(b) of the FAA

Title | FSA Number

Signature | Date

REMARKS (DEPARTMENTAL USE)

Sample Requested Date | Sample Received Date

Advance Authorized per

Month/Quarter	Month/Quarter	Month/Quarter	Quarter	Total	%	Advance
				-		-

Advance (period above) -

plus Advance Retention-period

less Advance Outstanding -

Total Advance $ -

DEPARTMENT CASH FORECAST

CFY 20 20	CFY+1 20 20	CFY+2 20 20	CFY+3 20 20	CFY+4 20 20

Fed3310xE (2018/10). Page 1 of 1

FedNor 1-877-333-6673 fednor.gc.ca Canada

ANNEX C-2 RATI Cost Forecast

Industry Canada | Industrie Canada

COST FORECAST

FILL IN UNSHADED AREAS ONLY. SHADED AREAS ARE FOR DEPARTMENT USE.

Project number: | Applicant/Recipient:

PROJECT COST CATEGORY	FEDNOR RATE OF ASSISTANCE *	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	TOTAL	TOTAL Forecasted and Claimed	VARIANCE [Annex 1 less Total Forecast]	ELIGIBLE COSTS [per Annex 1]
Mortgage and/or commercial rent (if not eligible under Transport Canada's rent support														-	-	-	
Equipment rental or lease costs														-	-	-	
Salaries and benefits (if not eligible for the Canada Emergency Wage Subsidy)														-	-	-	
Insurance														-	-	-	
Bank interest charges and loan payments														-	-	-	
Property taxes														-	-	-	
Utility costs														-	-	-	
Materials and supplies														-	-	-	
Office supplies														-	-	-	
Cleaning supplies														-	-	-	
Service contracts (e.g. janitorial, security, snow removal, etc.)														-	-	-	
Professional fees (operational costs only, e.g. audit costs)														-	-	-	
Maintenance costs														-	-	-	
Vehicle operating costs (e.g. EMS fleets, snow plow, etc.)														-	-	-	
Other aircraft servicing costs														-	-	-	
Traffic service costs (e.g. processing baggage, cargo)														-	-	-	
Recreation systems, if applicable														-	-	-	
Adaptation and additional measures (e.g. PPE and/or one-time stabilization costs)														-	-	-	
Other, specify:														-	-	-	
Other, specify:														-	-	-	
Other, specify:														-	-	-	
TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

FEDNOR AUTHORIZED ASSISTANCE																
	100.00%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FEDNOR AUTHORIZED ASSIST		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COMMENTS (if any)

The program period is from April 1, 2020 to March 31, 2022. Applicants to the RATI can request up to a maximum of 12 months of funding support during that period. The 12 months can be concurrent or divided into two/three/four 6-month blocks.
Please note, the following costs are ineligible for support under the RATI: compensation for eligible recipients' revenue losses; refinancing of existing debt; purchase of aircraft; and/or aircraft fuel; capital costs (liquidity program); land and building acquisition; goodwill; entertainment expenses; salary bonuses and dividend payments; allowance for interest capital, bonds, debentures, and other debts; losses on investments, bad debts and associated expenses, other project and contracts; refinancing of existing debts; amortization or depreciation of assets; Federal and provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profits; intermodal public transit; provision for contingencies; lobbying activities or commissions paid to consultants to secure funding; donations, dues and membership fees; and marketing unless tax support and orientation.

Prepared by | Date (YYYY-MM-DD)

FedNor [2015/12], 1 of 1

FedNor

1-877-333-6673 fednor.gc.ca

PROTECTED B

ANNEX C3 – FINAL STATEMENT AND DETAILED TRANSACTION LISTING

Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada

FINAL STATEMENT AND DETAILED TRANSACTION LIST
REGIONAL AIR TRANSPORTATION INITIATIVE (RATI)

PROTECTED WHEN COMPLETED

Project Number :	**Legal Name :**
851-	

I HEREBY CERTIFY THAT:	YES	NO
a) The information provided is accurate and complete and in compliance with all terms and conditions of the Contribution Agreem	☐	☐
b) This is the final claim for payment and includes all final Eligible Supported Costs incurred and paid.	☐	☐
c) Any funding recevied from federal, provincial and municipal governments is the same as stated on the Annex 1 - Statement of Work of the Contribution Agreement.	☐	☐
d) Expenditures claimed are net of refundable HST Our input tax credit rate is: ☐ %	☐	☐
e) The total government financial assistance towards the total Eligible Costs does not exceed one hundred per cent (100%) of Eligible Costs.	☐	☐

If you have certified NO for any of the statements, provide details here:

TOTAL AMOUNT OF EXPENDITURE FOR WORKING CAPITAL SUBMITTED	$ -

Note: Ineligible costs include, but are not limited to the following:

Compensation for eligible recipients' revenue losses; refinancing of an existing debt; purchase of aircraft and/or aircraft fuel; capital costs; land and building acquisition; goodwill; entertainment expenses; salary bonuses and dividend payments; allowance for interest on invested capital, bonds, debentures, and other debts; losses on investments, bad debts, and associated expenses; other projects and contracts; refinancing of existing debts; amortization or depreciation of assets; Federal and Provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit; intermodal public transit projects; provisions for contingencies; lobbying activities or commissions paid to consultants to secure funding; and donations, dues and membership fees. Marketing support is also deemed ineligible, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party.

Signature :		Date :	
Print Name and Title :			

Fed6346xE (2020/11)

FedNor

1-877-333-6673 fednor.gc.ca

Canada

TOWN OF FORT FRANCES

BY-LAW No. xx / 21

(Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for Municipal Modernization Funding)

WHEREAS on September 13, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities, which gives approval for the execution of a transfer payment agreement with the Ministry of Municipal Affairs and Housing with respect to funding under the Municipal Modernization Funding Program (Ice Arena Modernization and Efficiencies Review).

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

1. That the agreement in the form attached hereto as Schedule “A” with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing be approved for execution.

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 13th day of September 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20___

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and Housing

(the **"Province")**

- and -

The Corporation of the Town of Fort Frances

(the **"Recipient")**

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports.

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement**. The Recipient acknowledges that:

(a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(b) the Province is not responsible for carrying out the Project; and

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

- SIGNATURE PAGE FOLLOWS -

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing

_____ _____

Date Name:
Title:

The Corporation of the Town of Fort Frances

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

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

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

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

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

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

"Maximum Funds" means the maximum set out in Schedule "B".

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule "C".

"**Records Review**" means any assessment the Province conducts pursuant to section A7.4.

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete the Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and

(c) deposit the Funds into an account the Recipient designates provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;

(b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;

(c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and

(d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget; and

(d) not use the Funds to crossover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

(a) deduct an amount equal to the interest from any further instalments of Funds;

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A17.1:

(i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

(a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;

(b) the progress of the Project;

(c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

(a) inspect and copy any records and documents referred to in section A7.3; and

(b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) assisting the Province to copy records and documents;

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

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

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

(a) acknowledge the support of the Province for the Project;

(b) ensure that any acknowledgement is in a form and manner as the Province directs; and

(c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 **Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

(c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of fax, one Business Day after the Notice is delivered; and

(c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

(b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient's successors, and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

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

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, ArticleA14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to $55,000
Expiry Date	March 31, 2022
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	$5,000.00
Insurance	$ 2,000,000
Contact information for the purposes of Notice to the Province	**Name:** Brenda Vloet **Position:** Manager, Municipal Programs and Outreach Unit **Address:** 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor **Email:** Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Name:** **Position:** **Address:** **Fax:** **Email:**
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	**Name:** **Position:** **Address:** **Fax:** **Email:**

Additional Provisions:

B1 **Section 4.3 of Schedule "A" is amended by adding the following subsection:**

(e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project; and,

(f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE "C"
PROJECT

Project Title
Town of Fort Frances Ice Arena Modernization and Efficiencies Review
Objectives
The objective of the Project is to review service delivery models related to the Recipient's arena with the goal of recommending alternative service delivery models that result in operating efficiencies.
Description
The Recipient will retain an independent third-party reviewer to review the operations of two ice facilities and determine the feasibility of combining the ice plants to achieve savings in energy consumption, reduce the requirements for maintenance while reducing the on-site staffing requirement for a reduction in long-term operational costs. The reviewer will: • Develop alternative service delivery models to address inefficiencies in the Recipient's current ice systems • Review options for combined systems as well as heat recovery and other energy reducing or efficiency improvements to these systems; and • Address end of life components through thoughtful replacement and right sizing of the operations. <u>Independent Third-Party Reviewer's Report</u> The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report. The Recipient will submit the report to the Province and publish the report on the Recipient's publicly accessible website by January 31, 2022. The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to $55,000

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
• Execution of Agreement	Initial payment of $19,250 made to Recipient no more than thirty (30) days after the execution of the Agreement
• Submission of Interim Progress Report Back to the Province • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report • Submission of Final Report Back to the Province	Final payment of up to $35,750 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back

SCHEDULE "F"
REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report Back	October 31, 2021
2. Final Report Back and Invoices	January 31, 2022

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by October 31, 2021 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer, and
- An update on the estimated cost of the Project.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by January 31, 2022 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to approve a Business Service Agreement with Tbaytel)

WHEREAS on September 13, 2021, Council approved a report from J. Hughes, Information Technology Manager to enter into an agreement with Tbaytel to provide fibre network services to the Town of Fort Frances;

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

1. That the following agreement in the form of the schedule A attached to this by-law be approved for the Clerk & Mayor 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 13th day of September 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

Business Service Agreement

Town Of Fort Frances hereinafter called the Customer, requests Tbaytel to furnish the service, equipment and/or facilities specified on Schedule "A", attached hereto and forming part of this Agreement, on the premises of the Customer at the locations listed on Schedule "A".

TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT:

Services as listed on Schedule "A" are for a term of **(36)** months (the "Contract Term")**.** This Agreement will take affect once service(s) have been installed or upgraded.

1. Early Termination by Customer

1.1 The Customer may terminate this Agreement at any time before the end of the Contract Term by giving notice to Tbaytel at least thirty (30) days before the proposed early termination date. If a customer terminates the agreement early, the Customer shall pay to Tbaytel one hundred percent (100%) of all fees and taxes listed in the attached schedule for the remaining months of the Contract Term.

1.2 Should the Customer's wired services be terminated due to business closure, relocation outside of Tbaytel's serving territory or deactivated due to minimal use, Tbaytel at its sole discretion may consider the waiving of penalties or termination charges.

2. Moves/Adds/Changes

2.1 For services provided on Fibre, should the Customer relocate to another office space within Tbaytel's Fibre serving territory during the Contract Term, the terms and conditions of this Agreement will remain in force. If the customer relocates to a location that does not currently support Fibre, Tbaytel will make an effort to provide the same level of service at the new location with the following requirements;

1.1.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and

1.1.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

If Tbaytel cannot provide Fibre at the new location or if the cost to provide Fibre cannot be absorbed by the customer, Tbaytel will transfer this Agreement to Tbaytel services delivered over Copper infrastructure.

2.2 For services provided on Copper, should the customer move to an area with Fibre available and would like Fibre services, Tbaytel will make an effort to migrate the customer to a Fibre solution at the new location with the following requirements;

2.2.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and

2.2.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

Customer Initials _____

Pricing and Changes

2.3 The Customer is entitled to an annual pricing review upon request. During this time, if Tbaytel pricing of the same or directly equivalent wired service has decreased, the rate will be adjusted for future months based on execution of a new Contract Term.

2.4 Tbaytel may change the terms of this Agreement, including the rates, by giving the Customer at least 30 days' notice in writing, unless the Customer is in a fixed pricing agreement if or otherwise specified.

2.5 If the customer is interested in migrating to an alternative or new Tbaytel wired solution that is offered at different rates, Tbaytel at its sole discretion may consider renegotiating the terms of this Agreement.

3. Equipment

3.1 If the Customer terminates service, the Customer must return any rented equipment in working condition. If the equipment is not returned to Tbaytel, Tbaytel reserves the right to charge the Customer the replacement costs of the equipment. This includes additional rental equipment added after signing this Agreement associated with the services outlined in Schedule A.

4. Successors and Assigns

4.1 This Agreement may not be assigned by Customer without the prior written consent of Tbaytel, such consent not to be unreasonably withheld. Tbaytel may, without consent, assign this Agreement in connection with a corporate reorganization or merger or to any entity that controls, is controlled by or is under common control with Tbaytel or to a purchaser of all or substantially all of its assets or business, and in any such event, Tbaytel shall be released from its obligations here under to the extent they are assumed by the assignee.

5. Terms of Service

5.1 By signing this Agreement, the Customer understands that they are bound by Tbaytel's Business Service Terms of Service, which form part of this Agreement and can be found at http://www.tbaytel.net/termsofservice. Tbaytel reserves the right to amend the Terms of Service from time to time and it is the Customer's responsibility to check the website regularly for updates.

Customer Initials _____

Tbaytel

Signature	Date: Aug 3, 2021
Printed Name: Dan Pella	Title: Manager – Business Sales

Customer

I agree to all of the terms and conditions set out in this Agreement and have reviewed Tbaytel's Business Service Terms of Service.

(*If the customer is a corporation*) I confirm that I am an officer of the Corporation and have the authority to bind the Corporation and this contract has been approved by the Corporation's Board of Directors.

Signature	Date
Printed Name	Title (Duly Authorized)
Signature	Date
Printed Name	Title (Duly Authorized)

Schedule A: Business Service Agreement

CONTRACT BUSINESS NAME:	Town Of Fort Frances
CONTRACT TERM:	36 Months
CONTRACT START DATE:	August 1, 2021
CONTRACT END DATE:	July 31, 2024
CUSTOMER ACCOUNT #:	5302803500
SERVICE ADDRESS:	320 Portage St. Fort Frances, ON P9A 3P9

PRICING GRID – Promotional, fixed term, or contracted pricing effective upon execution of agreement

Service Description	**Location**	**Duration**	**Regular Rate**	**Discount**	**Final Rate** (per service)
Fibre 500 with static IP address	320 Portage Ave. Fort Frances Civic Centre	36 Months	$209.90	$50.00	$159.90

Customer Initials _____

RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION
Fort Frances **OFFICE OF THE SECRETARY-TREASURER** ***Rainy River***
Atikokan **P.O. BOX 4** ***Dawson***
Alberton **BARWICK, ON P0W 1A0** ***Lake of the Woods***
La Vallee ***Morley***
Emo **cao@chapple.on.ca** ***Chapple***

Phone: (807) 487-2354 Fax: (807) 487-2406

August 27, 2021

Member Municipalities
Rainy River District Municipal Association
Attention: Municipal Clerk

Dear Sir/Madam:

This is to inform you that the RRDMA Executive have scheduled the next general meeting of the members virtually on Wednesday, September 22, 2021 at **6:00 p.m**. An agenda will be sent out mid-September with final details.

Thank you for your assistance in this matter.

Sincerely,

Peggy Johnson
Secretary-Treasurer
Rainy River District Municipal Association

From: Peggy Johnson
To: LOTW Township; Dawson Township (dawsontwp@tbaytel.net); Veldron Vogan; townshipofmorley@gmail.com; Bridget Foster; lavalley@nwonet.net; alberton@jam21.net; Lisa Slomke; sue.bates@atikokan.ca
Subject: [External] RRDMA General Meeting
Date: Friday, August 27, 2021 1:41:34 PM
Attachments: Notice of General Meeting - RRDMA.docx
Virtual Meeting Registration Form.docx

[EXTERNAL]

Good afternoon everyone….as I get ready to head out the door for 2 weeks vacation please find attached notice of RRDMA General Meeting scheduled for September so you can give your Council's the heads up at your next meeting of Council. Please note the time….normally they start at 7:00 p.m. but with it being virtual and no travel time required the Executive decided to start at 6:00 p.m. I have also attached a registration form for an update of email addresses….just in case in the past some one did not attend but wish to this time. Thank you all for your assistance. Will get agenda package together upon my return. Peggy

Peggy Johnson, CMO
CAO/Clerk Treasurer
Township of Chapple
www.chapple.on.ca
phone: 807-487-2354 x 223
fax: 807-487-2406
email: cao@chapple.on.ca

Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Ministry of Agriculture, Food and Rural Affairs

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

Ministère de l'Agriculture, de l'Alimentation et des Affaires rurales

Bureau du ministre

77, rue Grenville, 11e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO

Ontario

August 12, 2021

June Caul
Mayor
Fort Frances
lslomke@fortfrances.ca

Dear Mayor Caul:

Thank you for your letter and for sharing the Township of Chapple resolution for the province to conduct a needs assessment under the AgriRecovery disaster relief framework to assess the scope and severity of drought conditions in Ontario.

Please be assured, ministry specialists monitor crop conditions and provide timely information to farmers and agri-businesses to implement best management practices for effective crop management. We are taking this matter very seriously and appreciate the feedback you have provided. Protecting the agri-food sector is a priority of the ministry.

On July 27, the Ontario government announced it is making $2 million in funding available to farmers in northwestern Ontario who have been impacted by drought conditions to help them meet their immediate needs to source hay and water supplies for their livestock.

Through the Northwestern Livestock Emergency Assistance Initiative, up to $800,000 will be provided to the Beef Farmers Ontario to help deal with the immediate feed shortages of impacted farmers in the region. My thanks go out to Rob Lipsett and the Beef Farmers of Ontario for stepping up to collaborate and coordinate the response to address immediate feed shortages in the region. An additional $1.2 million will be made available to area farmers for emergency measures to source water for livestock and to purchase and install new fencing to allow livestock to safely graze in alternative locations; this funding will be delivered by Agricorp and cover eligible costs incurred from June 14, 2021 onwards. This is intended to be an interim, emergency measure while we work with the federal government on a broader response.

…/2

As you may know, I have written to Agriculture and Agri-Food Canada (AAFC) requesting that a formal assessment process be initiated under AgriRecovery. AgriRecovery is intended to respond in situations where producers do not have the capacity to cover the extraordinary costs associated with mitigating the impact of a natural disaster and returning to production, even with the assistance available from other programs.

We are committed to rolling out an AgriRecovery response as quickly as possible, which is why on August 10 the Ontario government announced that financial support is being made available through the federal-provincial AgriRecovery program, a cost-share initiative designed to help farmers cover the extraordinary costs caused by severe drought and feed shortages in Ontario. Ontario is committing up to $5 million in funding for the 40 per cent provincial cost share. The federal government announced $100 million for AgriRecovery across the drought area in Alberta, Saskatchewan, Manitoba and Ontario.

Ontario is calling on the federal government to include in the AgriRecovery program costs related to hay and other feeds, transportation of feed, transportation of animals to feed, measures to provide water to animals including trucking and equipment, temporary fencing and other extraordinary costs related to the drought. I have directed ministry staff to accelerate discussions with federal officials to ensure Ontario producers get the support they need.

Additionally, I am pleased to say that the federal government has approved Ontario's request to increase the AgriStability interim payment to 75 per cent in the drought impacted areas, and that Rainy River, Kenora and the Thunder Bay regions have been included in the list of areas eligible to participate in the federal Livestock Tax Deferral. I will continue to advocate for the addition of other parts of the province if needed as the season progresses.

Ontario also has a variety of Business Risk Management programs in place to help farmers deal with unforeseen circumstances, including adverse weather, such as AgriStability, Production Insurance, the Risk Management Program and AgriInvest. Farmers affected by dry weather conditions are encouraged to contact Agricorp at 1-888-247-4999 to discuss their individual circumstances.

Finally, during 2020, my ministry developed a toolkit of resources for the agriculture sector. Included in this toolkit are a number of mental health resources including the Mental Health for Farmers – First Aid Kit and AbilitiCBT, a government-sponsored mental health program. I encourage you to share these widely.

…/3

I understand how challenging this has been and I greatly appreciate hearing directly from the individuals impacted. Receiving letters such as yours helps influence positive change for the agricultural sector.

Again, thank you for writing.

Sincerely,

Lisa Thompson
Minister of Agriculture, Food and Rural Affairs

COVID-19 Reminders

- For vaccination booking details visit: https://covid-19.ontario.ca/book-vaccine/
- Follow your local public health/safety measures: https://covid-19.ontario.ca/zones-and-restrictions
- Practice physical distancing – stay 2 metres away from others in public
- Get the facts - www.ontario.ca/page/covid-19-stop-spread

Perth County
Cultivating Opportunity

Office of the Warden
Warden Jim Aitcheson

MPP Randy Pettapiece
randy.pettapiece@pc.ola.org

August 16, 2021

RE: Relationship with MPAC

Dear MPP Pettapiece,

At the regular meeting of Council held on August 5, 2021, Perth County Council passed the following resolution brought forward from a Notice of Motion:

> WHEREAS municipal governments in Ontario are obliged to receive property assessment services from the Municipal Property Assessment Corporation (MPAC); and
>
> WHEREAS municipalities are funding the mandatory services of MPAC; and
>
> WHEREAS the work of MPAC directly affects the equitability of property taxation in Perth County and in Ontario; and
>
> WHEREAS the Government of Ontario has announced in its 2021 Ontario Budget, that it will be undertaking a Property Assessment and Taxation Review which will address MPAC's performance and will seek the input from all benefiting municipalities; and
>
> WHEREAS the Council of the County of Perth endorses Ontario's expressed intention for a review, including a review of the accuracy and stability of property assessments and the strengthening of governance and accountability of MPAC; and
>
> WHEREAS the County of Perth acknowledges that an evaluation of MPAC is warranted given there have been a number of performance and level of service concerns that need to be addressed;
>
> NOW THEREFORE, be it resolved by the Council of the County of Perth:
>
> THAT Staff be given direction to research and prepare a report in anticipation of the Province's request for input that achieves the following:
>
> - Reviews the details of the financial performance (e.g., balance sheet and income statement reviews) of the Municipal Property Assessment Corporation to support our understanding of the viability of the Corporation and its alignment of spend and assets for their defined mission, mandate and objectives;

Corporation of the County of Perth 1 Huron Street, Stratford, Ontario, Canada N5A 5S4
t. 519-271-0531 **f.** 519-271-6265 **www.perthcounty.ca**

- Reviews level of service parameters and performance levels (e.g., key indicators related to accuracy, timeliness, process efficiencies, consistency of outcomes, land use classification revisions, and missed properties) of MPAC efforts in Perth County, collaborating with the lower tier municipalities of Perth County to support with data collection; and
- Clarifies the current governance model and accountabilities of MPAC's Board of Directors, including accountabilities for their performance and means of complaint submission and resolution.

AND THAT, a letter, including a copy of this resolution, be distributed to MPP Randy Pettapiece, Perth-Wellington; Hon. Steve Clark, the Minister of Municipal Affairs and Housing; and all municipalities in Ontario.

We thank you for your advocacy on this matter and look forward to supportive responses from our municipal counterparts and officials from all levels of government.

Sincerely,

Jim Aitcheson, Warden
The Corporation of the County of Perth

CC:
Hon. Steve Clark – Steve.Clark@pc.ola.org
Ontario Municipalities

Municipality of Leamington
live | play | work

Legislative Services
111 Erie Street North
Leamington, ON N8H 2Z9
519-326-5761
clerks@leamington.ca

August 17, 2021

To Whom it May Concern:

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, July 13, 2021 enacted the following resolution:

No. C-208-21

Whereas the current joint and several liability regime as set out in the Negligence Act financially impacts all municipalities across the province whether or not a claim occurred within a municipality's borders.

Whereas municipalities are often added to claims as they are seen as having significant resources with the backing of taxpayers.
Whereas insurance companies ultimately recover their losses by way of, among other things, increased annual premiums from their insureds.

Whereas the Municipality's total annual cost of all insurance premiums has grown by $148,869.28 over the last 5 years which equals a percentage increase of approximately 23%. Liability insurance premiums account for $64,638.68 of this amount, an approximate 16% increase when comparing premiums from 2017 to 2021.

Whereas higher insurance costs diverts property tax dollars from delivering public services to the Municipality's residents.

Be it resolved that Council supports the recommendations proposed by the Association of Municipalities of Ontario ("AMO") to address joint and several liability reform and rising insurance costs more generally, which recommendations include:

1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.

2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations, and whether a 1-year limitation period may be beneficial.

3. Implement a cap for economic loss awards.

4. Increase the catastrophic impairment default benefit limit to $2 million and increase the third-party liability coverage to $2 million in government regulated automobile insurance plans.

5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.

6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims, and deductible limit changes which support its, and municipal arguments as to the fiscal impact of joint and several liability.

7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

Be it further resolved that Council direct Administration to forward a copy of this resolution to the Premier of the Province of Ontario and AMO

Carried

Dated today, the 17th day of August, 2021.

Brenda Percy, Clerk
The Corporation of the Municipality of Leamington

cc: Hon. Doug Ford, Premier of Ontario
Association of Municipalities of Ontario

Tay Valley Township

August 27, 2021

The Honourable Doug Downey
Ministry of the Attorney General
McMurtry-Scott Building, 720 Bay Street
Toronto, ON M7A 2S9

Dear Minister Downey:

Sent via Email: attorneygeneral@ontario.ca

RE: Lottery Licensing to Assist Small Organizations

The Council of the Corporation of Tay Valley Township at its Council meeting on August 24th, 2021 adopted the following resolution:

RESOLUTION #C-2021-08-39

"THAT, the Council of Tay Valley Township hereby requests Staff to contact the Ministry responsible for the Alcohol and Gaming of Ontario to seek their assistance in implementing an additional level of licensing which would permit small organizations to hold fundraisers as a method of sustaining our community and organizations;

AND THAT, all municipalities in Ontario are sent this resolution to seek their assistance in lobbying the Ministry."

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or clerk@tayvalleytwp.ca.

Sincerely,

Amanda Mabo

Amanda Mabo, Acting CAO/Clerk

cc: All municipalities in Ontario

Tay Valley Township
217 Harper Road, Tay Valley, Ontario K7H 3C6
www.tayvalleytwp.ca
Phone: 613-267-5353 or 800-810-0161 Fax: 613-264-8516

Township of Sioux Narrows - Nestor Falls

P.O. BOX 417
SIOUX NARROWS, ONTARIO
P0X 1N0

Phone (807) 226 - 5241
FAX (807) 226 - 5712
www.livethelakelife.ca

September 1st, 2021

Honourable Christine Elliott
Minister of Health
College Park 5th Floor
777 Bay Street
Toronto, ON
M7A 2J3

via Email Only
christine.elliott@ontario.ca

Dear Minister Elliott:

On behalf of the Township of Sioux Narrows – Nestor Falls, I write to express our Municipality's concerns about the changes that were proposed in 2019 that will impact the Northwestern Health Unit and all local boards of health.

First, we want to thank the Province of Ontario for the transitional funding during the past two years so that Municipalities were not faced with increased public health levies during the COVID-19 pandemic. However, as 2022 draws near we understand that the mitigation funding will end and obligated Municipalities will be responsible for additional cost, increasing our public health funding contribution by 35%.

COVID-19 has demonstrated the importance of public health at the global, provincial and local level. As we emerge from the pandemic our municipal governments, our citizens, and our public health units will need time to recover and rebuild. This is an especially difficult time to impose additional financial burdens or to make significant changes in the structure of public health across the province.

We recognize the importance of reducing overall provincial budgets. However, the changes to the public health cost-shared formula have serious consequences for our community.

We would like to draw attention to the following unique considerations for our area. The region of Northwestern Ontario is in a health crisis. The region consistently has higher rates of morbidity and mortality compared to the rest of the province with distressing statistics related to a wide scope of illnesses including heart disease, stroke, infectious diseases, and mental illness and addictions. With an overburdened health care system recovering from COVID-19 it is more important than ever to ensure adequately funded public health programs and services that focus on keeping people healthy and out of the health care system. Programs related to preventing chronic illnesses, providing immunizations, ensuring clean drinking water, following up on infectious disease cases, and managing outbreaks are vital to ensuring our community thrives.

Continued…..

Township of Sioux Narrows - Nestor Falls

P.O. BOX 417
SIOUX NARROWS, ONTARIO
P0X 1N0

Phone (807) 226 - 5241
FAX (807) 226 - 5712
www.livethelakelife.ca

The change to regional public health entities will likely increase costs instead of leading to cost-savings in our region. The Northwestern Health Unit already covers a vast geographical expanse that requires a travel time of five to six hours by car to reach the furthest office. It includes 19 municipalities and 39 First Nation communities, many of which are remote. A larger regional public health entity will result in increased travel (in sometimes dangerous travel conditions) and travel costs. In addition, the Northwestern Health Unit has a flat organization with no director level, and management to staff ratios can exceed 17:1. It would be unlikely to find cost-savings in such a lean organizational structure.

As a rural municipality, we are particularly concerned with the expectation of an increase in the municipal contribution while reducing board representation. We appreciate the attempts to mitigate the impacts through one-time funding; however, the financial implications from this change in the funding ratio will have substantial impacts on our budget in the future which will subsequently impact property taxpayers.

We respectfully request that the Ministry reevaluate the benefits and risks of this change to local public health units for Northwestern Ontario. Considering the health crisis of Northwestern Ontario, and our large geography, a strong local public health unit is a key strategy to improving health care and ending hallway medicine for the region.

We look forward to your response.

Sincerely,

Norbert Dufresne
Mayor

cc. Hon. Greg Rickford, Minister of Energy, Northern Development and Mines, Indigenous Affairs, via email only, greg.rickford@pc.ola.org
Hon. Steve Clark, Minister of Municipal Affairs and Housing, via email only, minister.mah@ontario.ca
Dr. Kieran Moore, Chief Medical Officer of Health, via email only, kieran.moore@ontario.ca
Doug Lawrance, Chair, Northwestern Health Unit Board of Health, via email only, dlawrance@nwhu.on.ca
Association of Municipalities of Ontario, via email only, amo@amo.on.ca

Public Health COMMUNIQUÉ

August 2021

Purpose
The purpose of this Communiqué is to ensure that municipalities are informed of implications related to the 2020-21 Ontario Budget announcement relevant to local public health units.

Background
Northwestern Health Unit provides a wide range of services that focus on keeping people healthy and preventing disease, thereby reducing the cost and burden on an already overwhelmed health care system. Programs and services include: immunization; controlling infectious diseases; managing outbreaks; ensuring safe drinking water; inspecting restaurants, nail salons, pools and beaches; supporting families and children; dental services for children with financial barriers; school programming; and programming to reduce the impact of harmful substances.

Changes for local public health units have been outlined in the provincial budget and through additional communication from the Ministry of Health (MOH):

- Establish 10 regional public health entities and 10 new regional boards of health to replace the existing 35 local public health units.
- Change the cost-sharing arrangement to reflect an increased share from municipalities. For Northwestern Health Unit, the new cost-sharing arrangement will be 70% Provincial to 30% Municipal starting in 2019/2020. This new funding ratio applies to most funding envelopes, many of which used to be funded 100% provincially.

The Ontario Budget indicated that these changes would lead to $200 million in annual savings provincially.

For the municipalities of Northwestern Health Unit, there are significant financial and service implications.

Financial implications
A new cost shared funding model was announced and indicated a 70% Provincial and 30% Municipal split for regions with less than a million (1,000,000) in population. This new model includes previously 100% provincially-funded programs. Based on this information and the assumption that the 70%-30% split would be applied to the budget amounts that were approved for 2018 for the Northwestern Health Unit, **the cost to obligated municipalities will increase by an estimated amount of $872,800 or 35%**. The Northwestern Health Unit has not increased its Municipal levy for nine years and understands the impact is significant and will be difficult for municipalities to achieve.

The MOHLTC provided one-time funding in 2019/2020 to assist municipalities in the transition to the new funding model. There is no indication that these one-time funding amounts will continue into 2020-21 or beyond.

Risks related to structural changes
In 2019, the Ministry announced its plan to shift the province's 35 local public health units to 10 regional boards of health. Given that we have not yet heard otherwise, we are left to assume that this will still be the case. The change from 35 local public health boards to 10 regional boards of health can lead to:

- A shift towards increased centralization of services to larger centres which could result in
  - less services provided in communities,
  - reduction in local partnerships,
  - closure of local offices, and
  - a decline in public health jobs in small communities.
- Increased travel time and cost as a consequence of one agency covering a larger geographic area.
- Reductions in local partnerships decreasing the effectiveness of public health programs and services.
- Reduced municipal representation on the board despite an increased financial contribution from municipalities.
- Changes in public health programming to meet regional, rather than local, health needs.

Risks versus benefits
The Provincial Budget outlines an intent to save $200 million from these changes to the local public health units. The structural change to a regional public health entity for Northwestern Health Unit is unlikely to result in cost-savings as the organization is already fiscally lean:

- NWHU is a flat organization with no director level in the organizational structure.
- Multiple managers have 17 or more staff reporting to them, which is substantially larger than what is considered best practice.
- NWHU regularly collaborates with other local health units and partner agencies in order to allow efficiencies.
- A regional public health entity will lead to increased travel costs over the large geographical area of Northwestern Ontario; weather could also lead to hazardous or dangerous travel conditions.
- There is a cost with changing to a regional public health entity, including potential costs from wage harmonization, collective agreements and change management.

Summary
Such a large change in Northwestern Ontario towards a regional public health entity has little cost savings for the province, increases financial burdens for municipalities while decreasing municipal representation on boards of health, could be overwhelmingly disruptive to the system, and the resulting system may be less effective and may reduce services for smaller communities.

A template letter to provincial representatives (attached) can be used or adapted to inform and engage the provincial government on this issue.

For more information

Dr Kit Young-Hoon
Medical Officer of Health
807-468-3147, x 301266
kyounghoon@nwhu.on.ca

Marilyn Herbacz
Chief Executive Officer
807-468-3147, x 301278
mherbacz@nwhu.on.ca

2021 Budget Report

February 26, 2021

Presented by

Marilyn Herbacz, CEO

Northwestern Health Unit

www.nwhu.on.ca

Executive Summary

The Northwestern Health Unit (NWHU) provides a wide range of services under the authority of the *Health Protection and Promotion Act* (HPPA), related legislation, regulations and service standards. Wework with individuals, families, groups, partner agencies and communities to provide services in several broad areas:

- Health promotion – promoting health of the public by changing knowledge, attitudes, practices and environmental supports for health-related behaviours;
- Disease and injury prevention – preventing or limiting substance misuse, injuries, and the spread of dental decay and infectious diseases;
- Health protection – reducing risks to human health in the environment caused by unsafe food, water, air, or other health hazards;
- Population health assessment and surveillance – monitoring and understanding the health conditions and issues in our region;
- Emergency preparedness – coordinating our planning and response to emergencies such as forest fires, floods or chemical spills with local partner and our municipalities.

On January 1, 2018, the *Ontario Public Health Standards* came into effect, which include the Public Health Accountability Framework. This framework outlines the parameters and requirements to hold Boards of Health accountable for the work we do, how we do it, and the results achieved. This framework articulates the expectations the Ministry of Health has of Boards of Health and is in outlined under four domains: Delivery of Programs and Services, Fiduciary Requirements, Good Governance and Management Practices, and Public Health Practice. It is designed to promote a transparent and effective accountability relationship.(Figure 1)

Northwestern Health Unit's Board of Health (BOH) is an autonomous corporation under the HPPA and is the legal authority for the organization. The HPPA outlines that every BOH shall superintend, provide or ensure the provision of ***mandatory*** health programs and services. Additionally under the HPPA, the Minister of Health may make grants for the purposes of the HPPA on the terms and conditions that the Minister considers appropriate (section 76). Section 72.1 of the HPPA directs obligated municipalities to pay for expenses incurred by or on behalf of the BOH in the performance of its functions and duties under this or any other Act.

The NWHU Board of Health is accountable to 19 municipalities and their communities for ensuring their health needs are addressed by appropriate programs and to ensure the health unit is well managed. The BOH also establishes policies that govern the operation of Northwestern Health Unit, including **approval of the budget.**

Each year, deliverables are reviewed within each program. Program budgets are then developed based on evidence and need, which in turn results in an allocation of budget dollars. In 2020, the BOH established a Finance Committee, which was directed to engage with senior administration in the NWHU budget process. Four meetings were held of the Finance Committee and senior administration in 2020-21 during which the budget process, the budget, and supporting information were discussed.

The Board of Health approves the budget annually at its February meeting. Once the budget is approved by the BOH it is submitted to the Ministry of Health for review and final approval by the Minister.

The NWHU budget is submitted to the Ministry of Health within the calendar budget year, meaning our budget for January 1 to December 31, 2021 will be submitted March 1, 2021. This means we essentially work according to the prior year's approved budget until the in-year budget is approved by the Ministry of Health. Historically, this occurs in late summer or early fall.

This report will outline the budget process and our 2021 budget request. The agency budget is driven by the vision and the strategic plan of the organization; it is the plan we use to allocate funds to achieve the objectives within our strategic plan. When planning the budget, we also consider relevant legislation, regulations, terms and conditions of our amending agreements or service contract requirements, and agency mandates.

The budget becomes an essential financial management tool that assists us in **monitoring ongoing organizational activities** throughout the year. With each reporting cycle, the organization compares actual performance against its plan. This is done in several ways: The CEO reports to the BOH monthly financial activity through a financial report, which shows *budget vs. actual* and outlines significant variances; Quarterly reports are submitted to each of our Ministries; and Program managers provide annual reports to the BOH.

Once the budget is approved by the Ministry of Health, each Public Health Unit receives what is called *The Public Health Funding and Accountability Agreement*. This agreement:

- Specifies that the grant provided by the Ministry must be used to provide public health programs andservices in accordance with the HPPA and OPHS;
- Requires comprehensive reporting against key deliverables and performance measures;
- Requires written consent of the Ministry prior to assignment of any portion of the grant to another entity;
- Requires the submission of proof of insurance;
- Requires the submission of quarterly financial reports;
- Emphasizes the requirement for detailed audited financial statements and auditor's questionnaires to enable review by the Ministry within 6 months of the board of health's financial year end; and
- Provides under Schedule A, a detailed budget approved for the period including mandatory programs, 100% funded programs and one-time funding allocations.

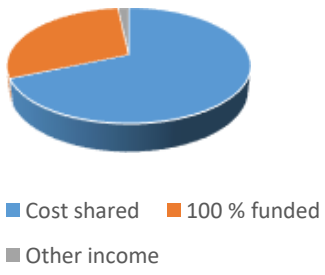
Budget Summary

NWHU has several sources of funding. The Ministry of Health is our largest funder and in 2020 funded 71.2% of our overall budget. This included base and one-time funding. The Ministry of Community, Children, and Social Services (MCCSS) funded 12.37%. Municipalities provided 11.8% of overall funding, andFederal Funding was 1.08%. Other funding comes from various sources such as small grants, and our Part 8 program, and in 2020, made up 3.54% of our overall budget. There are also two fiscal year-ends - the Ministry of Health is calendar-based (Jan-Dec), and the MCCSS fiscal period is April to March annually.

Ministry of Health

For 2021, the budget request for MOH cost-shared and 100% funding programs is $16,067,904, broken down as follows:

Type	Amount	Percent
Cost-shared (70% + 7.63% Province, 22.37% Municipal)	$ 11,010,190	69%
100 % Province funded	$ 4,781,700	29%
Other income	$ 276,014	2%

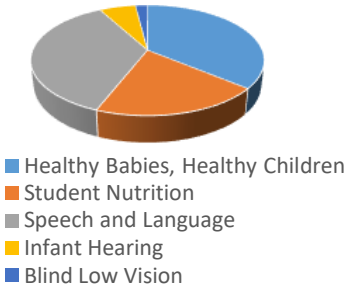


For the Ministry of Health budget, there is a request to increase the budget by $81,333.

Ministry of Community and Children's Services (MCCSS) Budget

MCCSS includes the Healthy Babies Healthy Children (HBHC), Student Nutrition Program (SNP), Speech Language (SLP), Infant Hearing (IHP), and Blind Low Vision Programs (BLV). With the exception of the HBHC budget which has a calendar year-end, the fiscal period for the rest of the MCCSS programs is April 1, 2021 to March 31, 2022. For the 2021-22 we are expecting the budgets to be set at a total of $2,541,378. The HBHC, SLP, IHP, and BLV programs have not seen increases in their budgets from the Ministry of Children, Community, and Social Services prior to 2008.

MCCSS Program	Funding	%
Healthy Babies, Healthy Children (HBHC)	$908,525	36%
Student Nutrition (SNP)	$515.271	20%
Speech and Language (SLP)	$926,517	36%
Infant Hearing (IHP)	$141,511	6%
Blind Low Vision (BLV)	$ 49,454	2%



Municipal

Municipal levy for 2021 will remain the same as 2020 at $2,462,435.

Other Income

Other income represents 2% of the overall budget and is made up of Part 8, which operates as a single entity under the BOH for the NWHU. Also included is TB serum, travel vaccine, Ontario Works, sexual health, and food handler courses.

One-time Ministry of Health

Annually, we have the opportunity to request one-time funding allocations. For 2021, we will request for 100% one-time funding to support Needle Exchange Programming - $120,000; the purchase of two (2) vaccine refrigerators - $12,600; and costs related to a Public Health Inspector Practicum - $17,500.

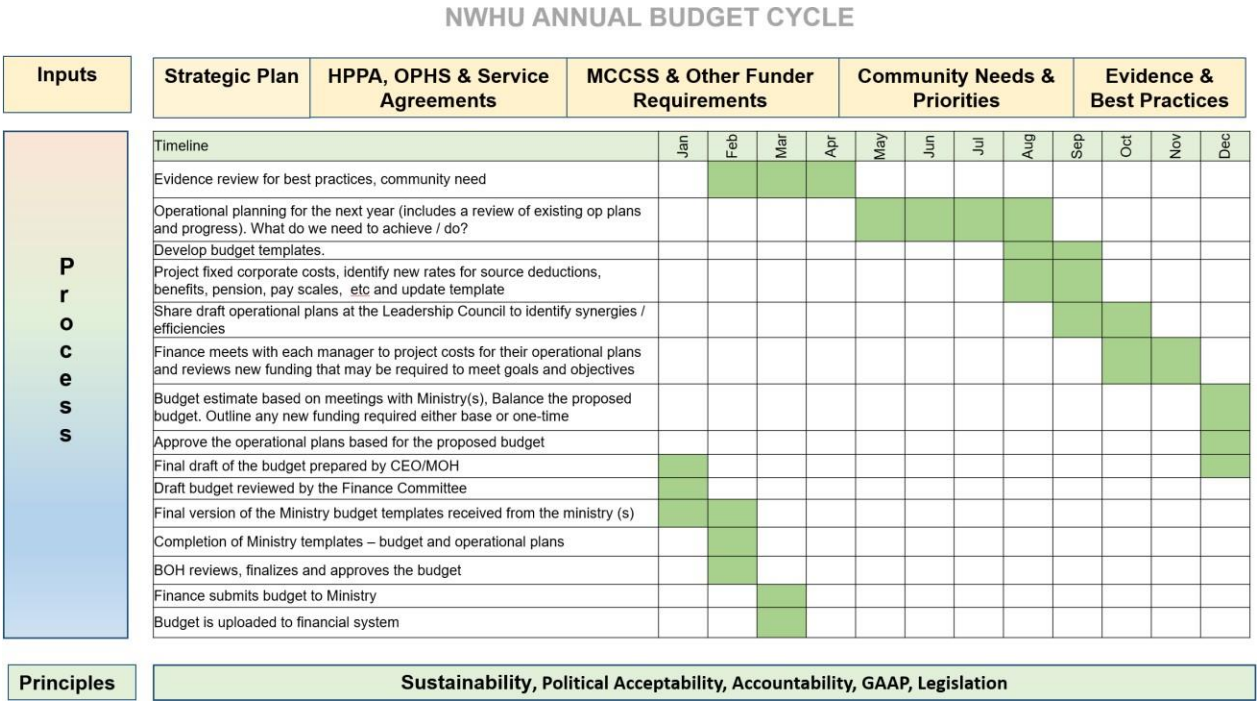
The following information is an overview of the NWHU budget cycle, and includes charts and graphs that summarize the budget and the financial requirements for operations in 2021.

Detailed Budget Report

The Budget Cycle

Over the years, the process for budgeting has changed significantly. Ministry templates have changed and nowinclude multiple components, not limited to the allocation of dollars. The template contains both financial data and program descriptions, including community needs and priorities for each program, key partners, program objectives, and planned public health interventions. All of which ties directly back to program planning where operational plans are formed for each program. Operational plans then tie back to our overall strategic plan and annual program and department budget planning.

Budget Cycle Map



Financial Components

An Excel sheet is created annually to facilitate the budget process. This spreadsheet includes salary scales and rates of pay, benefits and source deduction rates, pension rates, positions, programs, standards, revenues, and expenditures. It also breaks down the various components of the revenue and applies specific funding toeach program(s) and/or department(s). The majority of the spreadsheet is formula-driven.

Each tab within the spreadsheet links to a summary page, which is used to balance the overall budget and expenditures.

Once the spreadsheet is balanced it is then used to populate Ministry template, which is submitted to the Ministry of Health. The deadline for submitting the budget is March 1st. For 2021, the budget deadline will be delayed to April 1 or possibly later. Generally, Public Health Units operate on the prior year's budget allocations for about 2/3rds of the year. This can prove challenging and if any new funding is granted it usually means funding will be returned as there is no time to get things in place and operational.

Ministry of Health Cost Shared Mandatory Programs

MOH Cost Shared and 100% Budget	2020	2021 request + PHI position	2021 Budget request	Difference
Cost shared mandatory				
Cost of new position		$ 81,333		
Province (70%)	7,650,200	56,933	7,707,133	56,933
Municipal (22.37%)	2,462,435	24,400	2,462,435	-
Transitional funding @ 100% (1x) (7.63%)	816,222		840,622	24,400
Total cost shared mandatory	**$ 10,928,857**		**$ 11,010,190**	**$ 81,333**
100% Funded MOH				
ODSCP	292,300		292,300	
Unorganized Territory	2,436,700		2,436,700	
Indigenous Partnership	1,448,600		1,448,600	
NFVP	604,100		604,100	
Total 100% funded	**4,781,700**		**4,781,700**	-
Other revenue	336,211		276,014	(60,197)
Total	**$ 16,046,768**		**$ 16,067,904**	**$ 21,136**

Note: Transitional funding is 100% Ministry funded and is meant to support the new cost-shared formula of 70% provincial funding and 30% municipal funding, this is one-time funding that has been allocated for 2020 and for 2021 calendar years. At this time it is expected this one-time funding will not be extended beyond 2021 and municipalities will need to pick up the increase going into 2022. For this report the Ministry is funding 70% provincial for base programs and 7.63% for one-time transitional funding leaving 22.37% of mandatory cost shared program expenses to be covered by Municipal levies.

The proposed 2021 total cost-shared mandatory program revenues represent an increase of .74% or $81,333. Of this, $56,933 is the requested provincial cost, and $24,400 will be the transitional 100% one-time funding from the province.

The requested increase represents a new Public Health Inspector (PHI) position. NWHU currently has eight (8) Public Health Inspectors within our catchment area who support our 19 Municipalities. The rationale for this request is due to the increased workload for PHIs - work has increased due to demands, pressures and requirements over the past couple of years in the field. In 2020, due to the retirement of the Environmental Technician, a PHI backfilled the workload. This proved to be more efficient and a better use of time because of the shared duties between these roles. The goal is to continue to support a .50 FTE within our Part 8 program, which is 100% funded by the program. This means that there will be a .50 FTE gap in the staffing complement within the mandatory program portfolio. If we are successful in securing the position it will be used to cover the gap from the PHI moving to Part 8, and to support the increased workload in mandatory program. This includes additional support in vulnerable population facilities and continued support for infection control procedures.

Other revenue has decreased in 2021 by ($60,197). This is due to expected program activity reductions in 2021 due to our COVID-19 response, vaccine delivery and immunization, which in turn will mean reducing services in our Sexual Health, Vaccine, Food Handler, Safe Water, and Dental programs, all of which generate income.

Mandatory and 100% Funded Ministry of Health Proposed Budget by Program and Other Income

2021 Cost Shared Program Distribution	Other Rev	Base	Base - Other rev subtotal (H-G)	Territory allocation (I*J2)	Sub Total (I-J)	Municipal (K x.30)	Provincial (K x .70)	Base @100%
				18.120%				
CDP	-	658,963	658,963	119,404	539,559	161,868	377,691	658,963
CHILD	-	446,710	446,710	80,944	365,766	109,730	256,036	446,710
Dent non mand	4,000	13,505	9,505	1,722	7,783	2,335	5,448	17,288
Oral Assess	-	166,884	166,884	30,239	136,644	40,993	95,651	166,884
Sch Dent	-	96,917	96,917	17,561	79,356	23,807	55,549	96,917
Foundation	-	842,099	842,099	152,588	689,511	206,853	482,658	842,099
Communications	-	483,338	483,338	87,581	395,757	118,727	277,030	483,338
Food Safety (includes Enhanced FS)	10,000	270,773	260,773	47,252	213,521	64,056	149,464	260,773
Hlth Hazard	-	85,774	85,774	15,542	70,232	21,069	49,162	85,774
Infection Cntrl	-	448,386	448,386	81,248	367,139	110,142	256,997	448,386
Injury	-	310,455	310,455	56,254	254,201	76,260	177,941	310,455
Rabies	-	49,553	49,553	8,979	40,574	12,172	28,402	49,553
Repro	-	245,523	245,523	44,489	201,034	60,310	140,724	245,523
Sx Hlth	13,500	1,188,680	1,175,180	212,943	962,237	288,671	673,566	1,175,180
Safe Water	3,000	252,173	249,173	45,150	204,023	61,207	142,816	249,173
TB	-	128,969	128,969	23,369	105,600	31,680	73,920	128,969
Imm Mon	-	155,815	155,815	28,234	127,582	38,275	89,307	155,815
Vacc Admin	-	322,776	283,176	51,312	231,865	69,559	162,305	283,176
UIIP-HPV	39,600	-	-	-	-	-	-	
Imm Child	-	172,953	172,953	31,339	141,614	42,484	99,130	172,953
Com Imm	-	306,522	306,522	55,542	250,980	75,294	175,686	306,522
Vac Mgmt	-	145,962	145,962	26,448	119,514	35,854	83,660	145,962
Vision	-	21,188	21,188	3,839	17,349	5,205	12,144	21,188
sub total	**70,100**	**6,813,919**	**6,743,819**	**1,221,980**	**5,521,839**	**1,656,552**	**3,865,287**	**6,751,602**
Admin	168,606	4,196,727	4,028,121	730,020	3,298,102	989,430	2,308,671	4,028,121
sub total	**238,706**	**11,010,647**	**10,771,941**	**1,952,000**	**8,819,941**	**2,645,982**	**6,173,959**	**10,779,723**
Diabetes	-	214,000	214,000	38,777	175,223	52,567	122,656	214,000
Enhanced Safe Water	-	15,603	15,603	2,827	12,776	3,833	8,943	15,603
E-Harm Reduction	-	242,603	242,603	43,960	198,643	59,593	139,050	242,603
HSO	43,005	803,400	760,395	137,784	622,611	186,783	435,828	760,395
Infectious Diseases Control Initiative	-	152,967	152,967	27,718	125,250	37,575	87,675	152,967
NEP	-	82,100	82,100	14,877	67,223	20,167	47,056	82,100
Nursing Initiative								-
CNO	-	122,637	122,637	22,222	100,415	30,125	70,291	122,637
ICPN	-	102,205	102,205	18,520	83,685	25,106	58,580	102,205
COP	-	170,670	170,670	30,925	139,744	41,923	97,821	170,670
SFO Strategy								
SFO Prosecution	-	-	-	-	-	-	-	-
SFO Enforcement	-	233,962	233,962	42,394	191,568	57,470	134,097	233,962
SFO Coordination	-	118,751	118,751	21,518	97,234	29,170	68,063	118,751
SFO Youth	-	79,669	79,669	14,436	65,233	19,570	45,663	79,669
E-Cigerettes	-	-	-	-	-	-	-	-
SDWS	2,000	294,904	292,904	53,074	239,830	71,949	167,881	292,904
VBD	-	86,484	86,484	15,671	70,813	21,244	49,569	86,484
sub total	**45,005**	**2,719,954**	**2,674,949**	**484,701**	**2,190,248**	**657,075**	**1,533,174**	**2,674,949**
total	**283,711**	**13,730,601**	**13,446,890**	**2,436,700**	**11,010,189**	**3,303,057**	**7,707,133**	**13,446,890**
100% Funded								
Unorg Indigenous Partnerships		1,448,600	1,448,600					
Unorg NPVP	(12,082)	592,018	604,100					
ODSCP	4,385	296,685	292,300					
sub total 100% funded	**(7,697)**	**2,337,303**	**2,345,000**					
Total Budget	**276,014**	**16,067,904**	**15,791,890**					

The chart above shows the breakdown by Program for the 2021 Ministry of Health budget. The breakdown for Municipalities is $3,303,057, which will be reduced by $840,622 due to the Ministry of Health transitional funding.

Ministry of Health Mandatory and 100% Funded by Expenditure

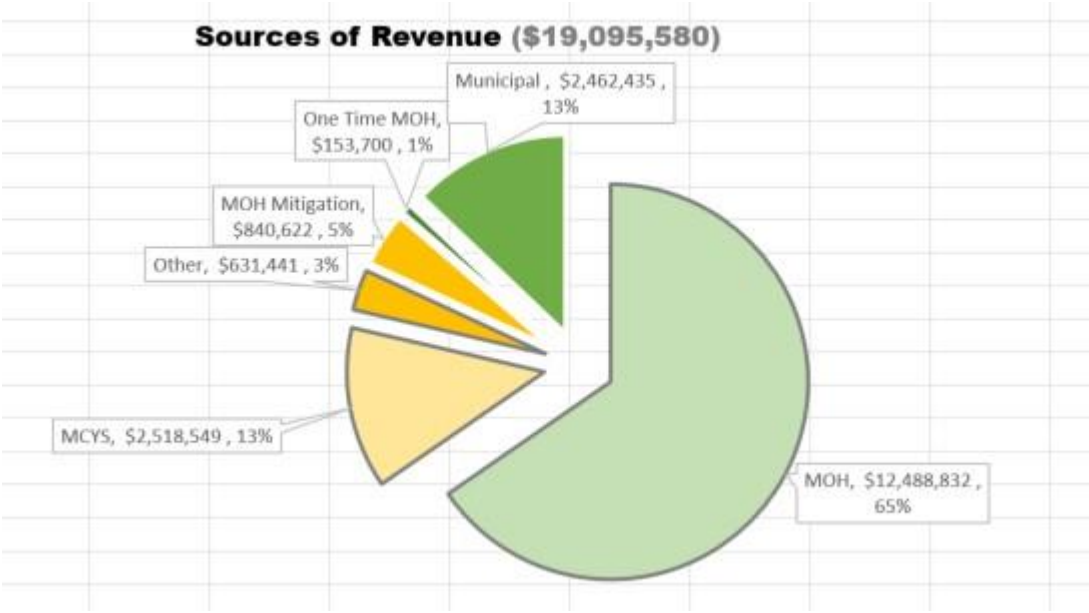
2021 Ministry of Health				
	Cost Shared Programs	100%	Total	%
Expenditures				
Employee Salaries and Wages	8,473,248	628,669	9,101,917	56.65%
Employee Benefits	2,101,539	146,765	2,248,304	13.99%
Staff Training	112,836	15,000	127,836	0.80%
Board/Volunteer Training and Recognition	41,500	-	41,500	0.26%
Travel	263,555	49,038	312,593	1.95%
Building Occupancy	1,389,322	2,666	1,391,988	8.66%
Office Expenses, Printing, Postage	91,733	-	91,732	0.57%
Material, Supplies	432,388	116,430	548,818	3.42%
Office Equipment	44,590	-	44,590	0.28%
Professional and Purchased Services	410,845	1,378,485	1,789,330	11.14%
Communication Costs	161,901	-	161,901	1.01%
Other Operating	53,625	250	53,875	0.34%
Information and Information Technology Equipment	153,519	-	153,519	0.96%
TOTAL EXPENDITURES:	**13,730,601**	**2,337,303**	**16,067,904**	**100.00%**

The chart above shows the proposed 2021 Ministry of Health budget expenditures and shows line by line expenditures under each cost shared and 100% funded programs.

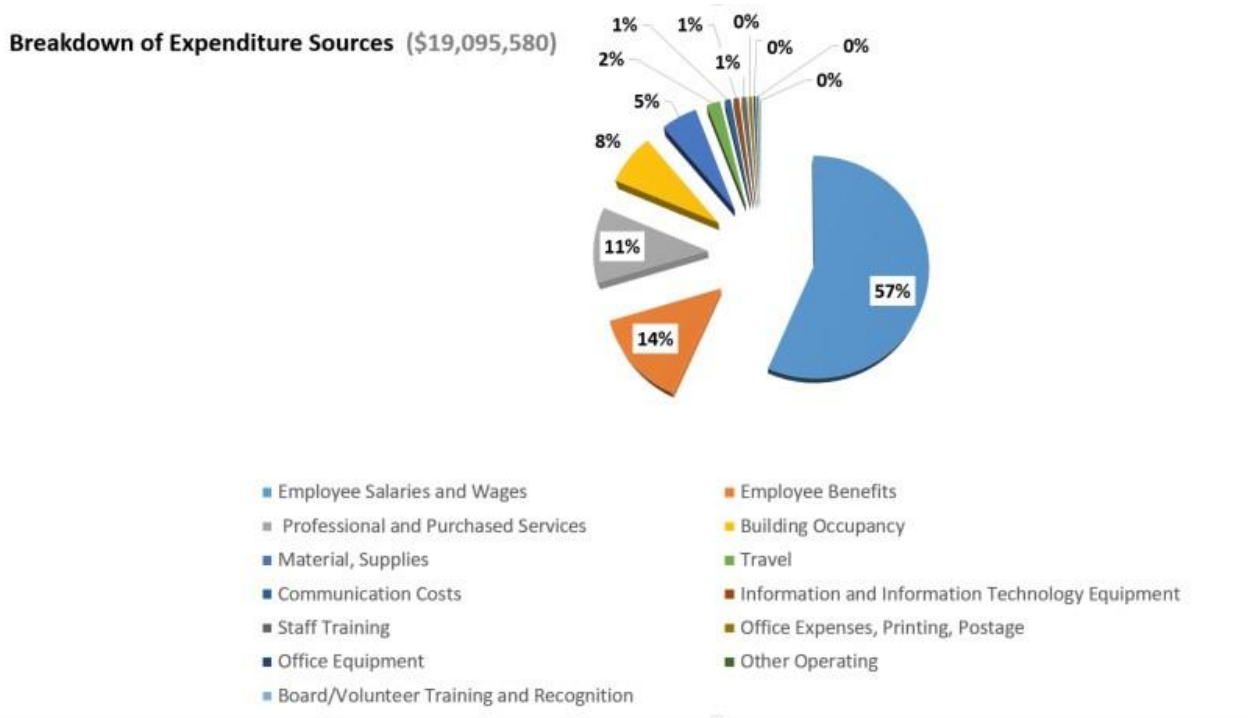
Multiple Budgets Summary

2021 Various Budgets						
Expenditure	**MOH**	**One Time MOH**	**MCYS**	**OTHER**	**TOTAL**	**%**
Employee Salaries and Wages	9,101,917	16,000	1,535,075	164,032	10,817,025	56.66%
Employee Benefits	2,248,304	1,500	323,773	40,866	2,614,442	13.70%
Staff Training	127,836		11,500	1,000	140,336	0.73%
Board/Volunteer Training and Recognition	41,500		-	-	41,500	0.22%
Travel	312,593		47,527	18,696	378,816	2.00%
Building Occupancy	1,391,988		32,044	12,000	1,436,032	7.52%
Office Expenses, Printing, Postage	91,732		250	550	92,532	0.48%
Material, Supplies	548,818	120,000	258,020	86,583	1,013,421	5.25%
Office Equipment	44,590	16,200	1,200	8,000	69,990	0.37%
Professional and Purchased Services	1,789,330		301,860	22,500	2,113,690	11.09%
Communication Costs	161,901		7,300	600	169,801	0.89%
Other Operating	53,875		-	600	54,475	0.29%
Information and Information Technology Equipment	153,519		-	-	153,519	0.80%
TOTAL EXPENDITURES:	**16,067,904**	**153,700**	**2,518,549**	**355,427**	**19,095,580**	**100.00%**
REVENUE						
Other Revenue	(276,014)			(355,427)	(631,441)	3.31%
Ministry Grants	(10,052,132)	(153,700)	(2,518,549)		(12,724,381)	66.64%
Unorganized Territory Grant	(2,436,700)				(2,436,700)	12.76%
Transitional funding One time MOH	(840,622)				(840,622)	4.40%
Municipal Share (Levy)	(2,462,435)				(2,462,435)	12.90%
TOTAL REVENUE	**(16,067,904.00)**	**(153,700)**	**(2,518,549)**	**(355,427)**	**(19,095,580)**	**100.00%**
Surplys/Deficit	-	-	-	-	-	

The chart above shows 2021 budget proposals for the Ministry of Health, Ministry of Health One-Time requests, MCCSS, and other income, and is broken down by expenditure and revenue for each budget segment.



The graph above shows the revenue sources with dollar and percent values for each source.



The graph above shows the expenditure allocations for total expenditures from all funding allocations. 0% represent totals that are less than 1%.

Municipal Levy

Northwestern Health Unit uses MPAC's population numbers to calculate the municipal levies, which is the current and historical practice. Every four years, NWHU receives an *Ontario Population Report* for each of the 19 obligated municipalities. This report outlines the region, the county/municipality, and the total populationfor each municipality in our region. The last report was received at the end of 2018 and was used to determine 2019, 2020, 2021 levies, and will be used to determine the 2022 municipal levies. The report is refreshed every 4 years, and will be used to determine 2023 municipal levy amounts.

Below is the chart for 2021 Municipal levies. For 2021, Municipal levies will not change. This is due to the provincial 100% one-time transitional funding allocation by the MOH. NWHU has been granted up to $872,800 to use to reduce the impact of the revised cost-shared formula (70% provincial and 30% Municipal) for 2021.

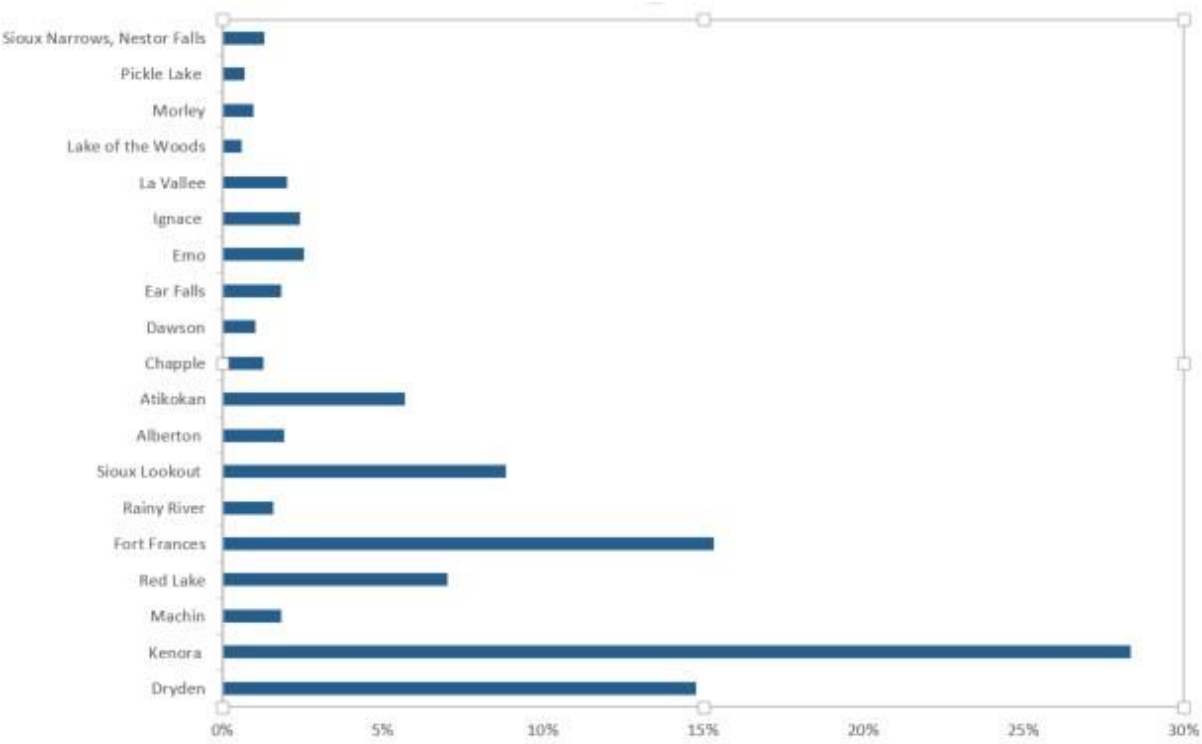
Northwestern Health Unit
2021 Annual Cost-shared Mandatory Budget - Municipal Obligation

Municipality Name	MPAC Population 2018	% Equivalent	Annual Obligation 2021	Monthly Payment 2021
City of Dryden	5,775	14.77%	$ 363,780.98	$ 30,315.08
City of Kenora	11,078	28.34%	$ 697,829.55	$ 58,152.46
Municipality of Machin	715	1.83%	$ 45,039.55	$ 3,753.30
Municipality of Red Lake	2,747	7.03%	$ 173,040.06	$ 14,420.01
Town of Fort Frances	6,000	15.35%	$ 377,954.26	$ 31,496.19
Town of Rainy River	620	1.59%	$ 39,055.27	$ 3,254.61
Town of Sioux Lookout	3,455	8.84%	$ 217,638.66	$ 18,136.56
Township of Alberton	752	1.92%	$ 47,370.27	$ 3,947.52
Township of Atikokan	2,227	5.70%	$ 140,284.02	$ 11,690.34
Township of Chapple	494	1.26%	$ 31,118.23	$ 2,593.19
Township of Dawson	397	1.02%	$ 25,007.97	$ 2,084.00
Township of Ear falls	719	1.84%	$ 45,291.52	$ 3,774.29
Township of Emo	996	2.55%	$ 62,740.41	$ 5,228.37
Township of Ignace	942	2.41%	$ 59,338.82	$ 4,944.90
Township of La Vallee	788	2.02%	$ 49,637.99	$ 4,136.50
Township of Lake of the Woods	233	0.60%	$ 14,677.22	$ 1,223.10
Township of Morley	380	0.97%	$ 23,937.10	$ 1,994.76
Township of Pickle Lake	268	0.69%	$ 16,881.96	$ 1,406.83
Township of Sioux Narrows-Nestor Falls	505	1.29%	$ 31,811.15	$ 2,650.93
Total Population and Total Municipal Levy	**39,091**	100.00%	**$2,462,435.00**	**$205,202.92**

Population is based on most recent enumeration, conducted under Section 15 of the Assessment Act.

The Chart above shows the MPAC population, % equivalent, and annual municipal obligation.

The graph below shows the Municipality and the respective levy % equivalent for each.



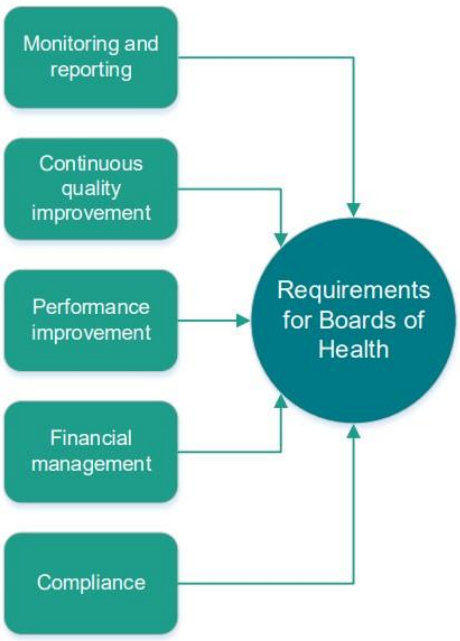
	Dryden	Kenora	Machin	Red Lake	Fort Frances	Rainy River	Sioux Lookout	Alberton	Atikokan	Chapple	Dawson	Ear Falls	Emo	Ignace	La Vallee	Lake of the Woods	Morley	Pickle Lake	Sioux Narrows, Nestor Falls
Series7	15%	28%	2%	7%	15%	2%	9%	2%	6%	1%	1%	2%	3%	2%	2%	1%	1%	1%	1%

Figure 1

The Accountability Framework is composed of four Domains

Domain	Delivery of Programs and Services	Fiduciary Requirements	Good Governance and Management Practices	Public Health Practice
Objectives of Domain	Boards of health will be held accountable for the delivery of public health programs and services and achieving program outcomes in accordance with ministry published standards, protocols, and guidelines.	Boards of health will be held accountable for using ministry funding efficiently for its intended purpose.	Boards of health will be held accountable for executing good governance practices to ensure effective functioning of boards of health and management of public health units.	Boards of health will be held accountable for achieving a high standard and quality of practice in the delivery of public health programs and services.

Organizational Requirements incorporate one or more of the following functions:



The Accountability Framework is supported by:

Accountability Documents	• **Organizational Requirements:** Set out requirements against which boards of health will be held accountable across all four domains. • **Ministry-Board of Health Accountability Agreement:** Establishes key operational and funding requirements for boards of health.
Planning Documents	• **Board of Health Strategic Plan:** Sets out the 3 to 5 year local vision, priorities and strategic directions for the board of health. • **Board of Health Annual Service Plan and Budget Submission:** Outlines how the board of health will operationalize the strategic directions and priorities in its strategic plan in accordance with the Standards.
Reporting Documents	• **Performance Reports:** Boards of health provide to the ministry regular performance reports (programmatic and financial) on program achievements, finances, and local challenges/issues in meeting outcomes. • **Annual Report:** Boards of health provide to the ministry a report after year-end on the affairs and operations, including how they are performing on requirements (programmatic and financial), delivering quality public health programs and services, practicing good governance, and complying with various legislative requirements.

Recommendation: That the Budget Report be received, and that the Boardof Health approve the Ministry of Health Budget at $16,067,904.

Ontario Petition for change – Homelessness, Mental Health, Addictions

519-637-8757 dkalichuk@rogers.com (Dennis Kalichuk)

NEWS RELEASE – July 27 2021 to anytime

St. Thomas Artist Launches Movement and Ontario Petition for Changes to Mental Health, Homeless, and Addictions Care

St. Thomas Ontario artist and songwriter Dennis Kalichuk, has launched a movement and official petition to ask the Ontario Government for immediate and sweeping changes to the way that Ontario deals with issues and problems of homelessness, mental health and addictions.

"I mean I just can't take it anymore. The line in the playground mulch has been crossed. I say that as used needles were recently found near the bottom of a public playground slide in my home community of St. Thomas, Ontario. So this is my attempt to try to actually do something about this huge, widespread problem," Kalichuk explains.

Kalichuk continues, "I'm quite sure I'm not telling you anything new when I say that Ontario's current methods of dealing with issues of homelessness, mental health and addictions are not working as well as they should or could. I am not an "expert" in this field. But I don't need to be. And neither do you. All we need are eyes and ears and some common sense to see and understand that the current system is badly broken. All we need is to drive or walk down the main streets and downtowns of many of Ontario's towns and cities. The "experts" had their turn. They presented their findings and studies and opinions and turned them into our current system of community based care. They were wrong. It doesn't work. People make mistakes. Good people – good governments – can simply admit it, and do what is necessary to correct them."

"We can't simply turn our heads and continue with our poor, unfortunate, and our mental health compromised and drug addicted citizens not getting the care and results they need. Residents of our cities and towns should not have to live in the constant fear resulting from having their yards, garages, vehicles, sheds and homes viewed as targets and opportunities to score something of value for an individual in need. Our local retail and business establishments should not be fighting a continuing battle against the many problems associated with the gathering of the homeless, destitute and addicts in retail cores. We need a system and strategy that provides for the success of EVERYONE. As well, our zoning laws and philosophies should reflect how they may contribute best to the potential success of businesses, and to the well-being of all residents. This must include giving municipalities and cities the ability to preclude services and agencies from areas which may cause conflict with

and difficulties to other approved area businesses. This would not be “people zoning” in a socially unjust way, but zoning for the best potential success of all citizens.”

Talking about some of the history that got us to where we are, Kalichuk says, “In 2010, Ontario’s Standing Committee on Mental Health and Addictions released their “Journey to Wellness” report. The AMHO (Addictions and Mental Health Ontario) was created to oversee the hundreds of agencies in Ontario providing care in a very piecemeal fashion after larger institutions were closed by the government. The AMHO has now released their own campaign called “Everything Is Not OK”, and is calling for changes to the current system. An on-line petition is associated with the campaign, however on-line petitions are not recognized or accepted as official petitions by the Government of Ontario. In the end, I think it’s possible that adding the AMHO to the top of the mix simply added yet another agency, another layer of bureaucracy, and a number of highly paid positions without garnering the success and results that were hoped for.”

Kalichuk thinks, “We need to take a huge step forward by reverting back, in a positive way, to more of a public institution centered system. One that has learned from its past mistakes – not simply abandoned the project and goals because of them. One that is proper, pertinent and compassion fueled. I believe the Homewood Health Centre in Guelph provides a good example of what a public care institution could be. The plan needs to be comprehensive and include phases of supportive low-cost housing”.

“If you look at the numbers of the people we are talking about in terms of a percentage of the population of the communities they are in, looking after each and every one of them in a way that is best suited for that individual, should not be onerous whatsoever in a province so wealthy, and so rich in knowledge and infrastructure. The byproduct of doing so will vastly improve our cores and downtowns, ease the burdens placed on our police forces, and generally make things better for absolutely everyone in those communities. We must commit to breaking the cycle. We need to stop the enabling and encouraging of a lifestyle that should not be considered acceptable. To simply provide free needles, (with a goal of preventing the spread of HIV and hepatitis), and then leaving it up to the individual to find and support an illegal drug dealer, and hope the substance is not toxic to the point of being lethal, is unintelligible. And then to rely on the kindness of charities and volunteers to provide free meals and beds just so they can do it all over again the next day – if they’re alive – is incomprehensible. Our methods need to be directed toward goals of rehabilitation and curing – complete with proper care, opportunities and accountability.”

Kalichuk anticipates taking the remainder of the summer to promote the campaign and gather original signatures on the petition forms before having it presented to the Ontario Legislature in the fall.

Information and petitions can be found at:

Facebook group:

https://www.facebook.com/groups/254604603140522

Wordpress website:

https://changeforontariosapproachtomentalhealthandaddictionscare.wordpress.com/

Wordpress blog:

https://denniskalichuk.wordpress.com/

Dennis Kalichuk website:

https://www.denniskalichuk.com/ontario-petition-for-change.html

Information / request blank petitions forms: dkalichuk@rogers.com

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PETITION – from the people of Ontario

TO The Legislative Assembly of Ontario: -

Whereas, issues of homelessness, mental health and addiction are not being properly and successfully addressed

Whereas, our police services are being overburdened; our downtowns are beleaguered; our citizens in need are suffering and not receiving proper care

Therefore, we the undersigned, petition the Legislative Assembly of Ontario as follows: That the Government of Ontario immediately embark on the restructuring and rebuilding of our *mental health and addictions* care and treatment facilities and philosophies to one that is public institution based, and is proper, pertinent, results oriented, and compassion fueled.

Name (printed)	Address (printed)	Signature

Return to: PETITION, 86 Gladstone Ave., St. Thomas ON, N5R 2M1

TOWN OF FORT FRANCES

MINUTES SESSION NO. #40 August 3, 2021

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room & Virtual on August 3, 2021 from 10:30 a.m. to 10:39 a.m.

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

ALSO PRESENT: Doug Brown - CAO, Randy Thoms - B93, Merna Emera - Fort Frances Times, Public: Chris W., Janice Nurinksi,

1 CALL TO ORDER/Roll Call (Session #40) - 10:30

2 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF: None

3 APPROVAL OF PREVIOUS COMMITTEE MINUTES

3.1 July 5, 2021 minutes - Approved as Presented

4 NEW BUSINESS

4.1 Fort Frances Senior Centre Renaming - Approved as Presented

5 INFORMATION

5.1 Summer Program Update - Discussion took place.

6 ADJOURNMENT - 10:39

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M.Behan, Executive Committee Chair

_____

A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCES

MINUTES SESSION NO. #010 August 4, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday August 4, 2021 from 8:30 a.m. to 9:00 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO, Cody Vanel (8:30 a.m. to 9:00 a.m.) and Randy Thoms (8:30 a.m. to 9:00 a.m.)

1 Call to Order/ Roll Call

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 July 7, 2021 - the minutes from the previous meeting were approved as circulated.

4 New Business

4.1 515, 523 Colonization Road East Re: addressing and services - this item was tabled at the request of Councillor Wiedenhoeft. Tabled until the meeting of September 22, 2021.

4.2 Boundary Road Lift Station Upgrade - the administration report was approved as presented.

4.3 Geospatial Data Share Agreement with Scatliff & Miller & Murray, KGS Group and Compass Leadership - the administration report was approved as circulated.

4.4 Entering into a new service agreement with Automotive Materials Stewardship - the administration report was approved as recommended.

4.5 New Hanger Lease for Alex and Gary Kontz - the administration report was approved as presented.

4.6 June 2021 Drinking Water Systems Monthly Summary Report - the June Drinking Water Systems Report was accepted.

5 Information

5.1 Fort Frances Wastewater Treatment Facility - June 2021 Monthly Report - the Wastewater Report for June was reviewed and will be forwarded to Council as information only. No action required.

5.2 Operations and Facilities Division - Public Works Area - Operations Statistics - April 2021 - the Public Works Stats for April 2021 were received and will be forwarded to Council as information only. No action required.

5.3 Operations and Facilities Division - Public Works Area - Operations Statistics - May 2021 - the Public Works Stats for May 2021 were received and will be forwarded to Council as information only. No action required.

5.4 Operations and Facilities Division - Environmental Area - Operations Statistics- June 2021 - the Public Works Stats for June 2021 were received and will be forwarded to Council as information only. No action required.

5.5 Sewer and Water Data for 2021 - updated July 29, 2021 - the Sewer and Water Data was received and will be forwarded to Council as information only. No action required.

6 Adjourn / Next Meeting Date

6.1 The meeting was adjourned at 9:00 a.m.

Next meeting date September 8, 2021.

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Executive Committee Chair

_____

T. Rob, Manager of Operations & Facilities

Pat Gartshore Chair – Gartch's Int. Pub	P	Rick Wiedenhoeft – Town Councilor Town of Fort Frances	P
Shelley Wepruk Secretary	P	Stacey Cridland Flint House	A
Pam Williams) 4 Your Pets	P	Ed Gackley Flinthouse	A
Scott Krinke-Turvey Inkspotz	P	RRFDC Representative Geoff Gillon	A
Jamie Pryde Modern Family Diner	A	Heather Johnson Chamber of Commerce Rep	P

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

Pat Gartshore – Chair - opened the meeting at 7:58 am. ... The Agenda and minutes had been sent via email. Members were asked for any emergency agenda additions or conflicts of interest, none were noted.

2. Approval of Minutes

B.I.A Board of Management Meeting –14 July, 2021

Copies of the minutes from the 9 June 2021 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Pam Williams/Scott Krinke-Turvey
TO accept the minutes presented of 9 June 2021
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 –Pat Gartshore/Pam Williams
TO accept the total payable for, June 2021 in the amount of $143.19
No against or abstentions
CARRIED

CARRIED

4. New Business - Call for New Business

1. Scott Street Flowers
2. Financial donation in honour of Doug Anderson

5. Committee Reports

Finance and Administration Committee

1. All in good standing. We have not received any correspondence from the town in regards to our Arrears.

Promotions Committee

1. Scott commented about not getting any feedback re radio or paper acknowledgements regarding the tragedy at the Residential Schools. He had asked they be put everyone on the board for their opinions. He was extremely disappointed in the copy that had been created by B93 but was in favour of the copy done by Fort Frances Times. The proposed copies had been forwarded via email to the board as requested.
2. We will be putting together new ads welcoming American shoppers back to Fort Frances to shop. The ads will consist of a member of the BIA stating their name, that they are a member of the BIA and welcoming our US customers to come and see what our stores have to offer.

Maintenance Committee

1. We had 2 prepared extra flower baskets which ended up being left at Hammonds Landscaping as nobody could pick them up before Hammonds closed for the season. As the baskets are huge and extremely heavy, they would not fit in a car or suv.
2. We are missing a hook in front of Betty's but can't have one installed as it would be too close to their building.
3. The museum is now in charge of Project Petunia in addition to Rainy Lake Square.

Chamber of Commerce

1. Heather gave us an update on what's happening at the Chamber.
2. She would like the BIA to put a booth in an upcoming event – The Great Northern Ontario Road Show.
3. Business Awards will be held at the Rendezvous again this year on 29 September, 2021
4. They have added a new award this year.

Social Media

1 Stacey reported that at the moment she is extremely busy with other commitments relating to operating of family businesses which is totally understandable.
2. She suggested that we send out a request to businesses to tag the BIA on their posts and we will share them on ours.

6. New Business

1. Concern was raised that all of the flowers along the major streets are basically the same. It was suggested that citizens would not recognize the difference between the basked purchased by the BIA and the baskets purchased by Project Petunia. Discussion was had and Shelley will talk to Twila at Hammonds to make sure that next year our baskets are not copied and are unique.

2. It was suggested that we make a donation to Rainycrest in honour of Doug Anderson. Rick will check and see if we can make such a donation.

Motion #3 –Pat Gartshore/Scott Krinke-Turvey
TO make a donation in the amount of $500.00 to the Rainycrest Home Auxillary in honour of Doug Anderson. &
To commit to spending $150.00 with the Fort Frances Times on a notice advising of our donation.
No against or abstentions
CARRIED

7. Old Business –

1. Rick has talked to Travis re the BIA plaque and he advised Ray Calder will be putting it up shortly.

Setting of Next Board Meeting

4. **Motion Pam Williams**
To close the meeting
No against or abstentions
All in agreement – CARRIED - Meeting Closed at 8:50 a.m.

Our next meeting date will be 11 August , 2021 via Zoom at 8am.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. VIA THE INTERNET UNTIL WE CAN ONCE AGAIN MEET IN PERSON AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Pat Gartshore Chair – Gartch's Int. Pub	P	Rick Wiedenhoeft – Town Councilor Town of Fort Frances	P
Shelley Wepruk Secretary	P	Stacey Cridland Flint House	A
Pam Williams) 4 Your Pets	A	Ed Gackley Flinthouse	A
Scott Krinke-Turvey Inkspotz	P	RRFDC Representative Geoff Gillon	P
Jamie Pryde Modern Family Diner	A	Heather Johnson Chamber of Commerce Rep	A

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

Pat Gartshore – Chair - opened the meeting at 8:05 am. ... The Agenda and minutes had been sent via email. Members were asked for any emergency agenda additions or conflicts of interest, none were noted.

2. Approval of Minutes

B.I.A Board of Management Meeting –14 July, 2021

Copies of the minutes from the 9 June 2021 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 No Quorum
TO accept the minutes presented of 14 July 2021
Also to ratify all motions made on that date.
No against or abstentions

3. Accounts Payable & Financial Report

Motion #2 –No Quorum
TO accept the total payable for, August 2021 in the amount of $50.85
No against or abstentions

4. New Business - Call for New Business

1. BIA Concept

5. Committee Reports

Finance and Administration Committee
1. No Report

Promotions Committee
1. Radio Ads ran on the Falls Radio station. They were good. Scott has seen an increase in US customers both in his store and on the street.

Maintenance Committee
1. Plaque is now in place.
2. Baskets look great.

Chamber of Commerce
1. No report.

Social Media
1 No report.

6. New Business

1. A discussion was initiated regarding investigation of the concept of the BIA. Why aren't the businesses on the side streets and in the 400 block of Scott Street included. Perhaps it is time to expand our Boundries.

7. Old Business –

1. Rick advised that yes, we can make a donation to the Rainycrest Auxillary.
2. Shelley will talk to Murray about putting an announcement in the paper regarding the donation in Doug Anderson's honour.

Setting of Next Board Meeting

4. **Motion No Quorum**
To close the meeting
No against or abstentions
All in agreement – Meeting Closed at 8:35 a.m.

Our next meeting date will be 8 September, 2021, location to be determined.

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