

TOWN OF FORT FRANCES

AGENDA - August 13, 2018

MEETING - Council Chambers , Civic Centre

Page

1. **COUNCIL MEETING**

(Session No. 091) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. **Delegations/Deputations:**

3. **Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Sponsorship Opportunity from Riverside Foundation for Health Care 5 - 6
re: Annual Fall Gala - Saturday, October 20th, 2018.

- will be referred to Administration and Finance Executive Committee
for recommendation.

3.3 Joint proclamation request from CUPE Ontario Division and the 7 - 8
Ontario Coalition for Better Child Care re: 18th Annual Child Care
Worker and Early Childhood Educator Appreciation Day - October
16th, 2018.

- requester will be advised of Council's proclamation.

3.4 Request from T. Ross for exemption to the fencing by-law to build a 9
10 foot fence at 1115 Second Street East.

- will be referred to Planning and Development Executive Committee
for recommendation.

3.5 Financial Partnership Opportunity - Royal Canadian Legion Branch 29 10 - 13

- will be referred to the Administration & Finance Executive
Committee for recommendation.

4. **Approval of Council Minutes: ***

4.1 Session No. 090 dated July 9, 2018*.

5. **Approval of Committee of the Whole Minutes: ***

5.1 Session No. 131 dated July 9, 2018*.

6. Resolutions from tonight's Committee meeting

7. By-Laws:

- | | | |
|-----|--|---------|
| 7.1 | By-law 21/14-F A by-law to amend by-law 21/14, being a by-law for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality. | 14 |
| 7.2 | By-law 54/17-C A by-law to amend certain user fees in 2018. | 15 |
| 7.3 | By-law 42/18 A by-law to approve an automatic aid agreement with Couchiching First Nation to provide and/or receive fire protection services. | 16 - 20 |
| 7.4 | By-law 43/18 A by-law to authorize the execution of an agreement with Makkinga Contracting & Equipment Rentals for Reconstruction of the Sidewalk along the 300 Block of Scott Street awarded through the public tender process. | 21 - 27 |
| 7.5 | By-law 44/18 A By-Law to approve a Merchant Agreement with Global Payments Canada GP for payment card processing services (Rainy Lake Square Parking Meters). | 28 - 52 |
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| 7.7 | By-law 46/18 A by-law to authorize entering into an agreement with Resolute FP Canada Inc. with respect to the purchase of certain lands. | 72 |
| 7.8 | By-law 47/18 A by-law to approve indemnity agreements with George Armstrong Company Limited and Wasa Development GP Inc. to provide road access to and over the Property during the Mill Road Overpass reconstruction project. | 73 - 77 |

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- | | | |
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RIVERSIDE FOUNDATION FOR HEALTH CARE

Hopes to see you at our Annual Fall Gala to



LIKE THERE'S NO MANANA

on **Saturday, October 20th, 2018** at the **Memorial Sports Centre Auditorium**

It's guaranteed to be a '**MEX**'cellent evening featuring a roaming Mariachi Band, live and silent auction, a Mexican feast, and of course cervasa and tequila! All funds raised this year will go towards purchasing a Fetal Monitor which monitors fetal heart rate during late pregnancy and labour, as well as a new Operating Room Monitor that will provide surgeons with an enhanced, better quality image of the surgical area.

This event continues to grow and sell out each year. This year we expect 200 guests to attend. So let's not **burrito** 'round the bush any longer, and **taco** 'bout how you can help support health care to close home through our many sponsorship opportunities!

SPONSORSHIP PACKAGES

	Inferno \$2,000	Hot \$1,500	Medium \$1,000	Mild \$600
Facebook Shout Out				
Thank you ad on radio and newspaper				
Public Recognition in Media				
Recognition on advertising material	LOGO	NAME	NAME	
Premium Seating				
Recognition in Event Program	LARGE LOGO	SMALL LOGO	NAME	NAME
Recognition on Display Board	LARGE LOGO	MEDIUM LOGO	SMALL LOGO	NAME
8 Complimentary Tickets				
Name on Table Thank You cards				

EXCLUSIVE SPONSORSHIP OPPORTUNITIES

ENTERTAINMENT SPONSOR: 2 X \$1,500

SPONSOR OUR ENTERTAINMENT—A LIVE MARIACHI BAND!

FACEBOOK SHOUT OUT • THANK YOU AD ON RADIO AND WEBSITE • PUBLIC RECOGNITION IN MEDIA • LOGO IN EVENT PROGRAM • LARGE LOGO ON EVENT DISPLAY BOARD • NAME FEATURED ON TABLE THANK YOU CARDS • BUSINESS RECOGNITION AT EACH TABLE



WINE SPONSOR: \$1,500

SPONSOR WINE FOR EVERY TABLE

FACEBOOK SHOUT OUT • THANK YOU AD ON RADIO AND WEBSITE • PUBLIC RECOGNITION IN MEDIA • LOGO IN EVENT PROGRAM • LARGE LOGO ON EVENT DISPLAY BOARD • NAME FEATURED ON TABLE THANK YOU CARDS • LOGO ON WINE LABEL



GRAND PRIZE SPONSOR: \$1,000

SPONSOR THE GRAND PRIZE DRAW (TBD)

FACEBOOK SHOUT OUT • THANK YOU AD ON RADIO AND WEBSITE • PUBLIC RECOGNITION IN MEDIA • LOGO IN EVENT PROGRAM • MEDIUM LOGO ON EVENT DISPLAY BOARD • NAME FEATURED ON TABLE THANK YOU CARDS



APPETIZER SPONSOR 3 X \$500

BE ONE OF THREE APPETIZER SPONSORS

NAME IN EVENT PROGRAM • SMALL LOGO ON EVENT DISPLAY BOARD • NAME FEATURED ON TABLE THANK YOU CARDS • BUSINESS CARD DISPLAY AT TACO BAR



PLEASE NOTE:

Advertising receipts will be issued with all sponsorships • Complimentary tickets are NOT included with exclusive sponsorship

Individual tickets will be on sale mid-September for \$55.00

To sponsor or purchase tickets please contact

Allison Cox
Foundation Director
807-274-4803
allison.cox@rhcf.on.ca



COALITION ONTARIENNE POUR
de meilleurs services
éducatifs à l'enfance



ONTARIO COALITION FOR
Better Child Care



July 4, 2018

Re: 18th Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 16, 2018

To Ontario mayors and councils,

The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE) and other labour and community partners around Ontario have announced Tuesday, October 16, 2018 as the 18th annual Child Care Worker & Early Childhood Educator Appreciation Day, a day of recognition for the many people who work providing early learning and child care services in your community.

Our theme this year is: ***Early Childhood Educators and Child Care Workers: Champions for Children.***

This annual awareness day recognizes the education, skills, commitment and dedication of Early Childhood Educators (ECEs) and child care staff, and each year is proclaimed by municipalities and school boards across Ontario. Many groups are recognized by way of municipal resolution. Such a day allows us to acknowledge the important contributions of child care workers and ECEs.

We are writing to ask that you and your Council consider proclaiming Child Care Worker & Early Childhood Educator Appreciation Day in your municipality. A sample proclamation is attached.

Even if your council does not issue official proclamations, there are many ways for your municipality to participate in celebrating this special day:

- Your council could sponsor a public announcement;
- Display our posters and distribute our buttons;
- Many municipalities organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres within the municipality.
- A document of further ideas and examples is attached.

We would love to acknowledge those municipalities celebrating child care workers and ECEs across Ontario on October 16, 2018. Let us know how your municipality is participating in the recognition day and we will add your municipality to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Carolyn Ferns, by mail: Ontario Coalition for Better Child Care, 489 College St., Suite 206, Toronto, ON M6G 1A5, by fax at 416-538-6737, or by email at: carolyn@childcareontario.org.

Thank you for your consideration.

Sheila Olan-Maclean
President, Ontario Coalition for Better Child Care

Fred Hahn
President, CUPE Ontario Division

CHILD CARE WORKER & ECE APPRECIATION DAY 2018

18TH ANNIVERSARY – OCTOBER 16TH, 2018

*This year marks the 18th annual Child Care Worker & Early Childhood Educator Appreciation Day, which will be held on **Tuesday October 16th 2018**. On this day we recognize the hard work, meaningful care and continuous learning these educators provide children every day. This year's theme is **CHAMPIONS FOR CHILDREN** in recognition of the essential role that educators play in the lives of our youngest learners.*

Ideas to celebrate the day!

Municipalities

- Place an ad in the local newspaper announcing Child Care Worker and ECE Appreciation Day.
- Take nominations from local child care centres for outstanding staff to be recognized by the Mayor through a letter, announcement or event.
- Encourage local councillors to tour child care centres to find out more about this important work. Event could also generate media coverage.
- Organize a community-wide celebration to recognize individual staff or centres and programs.

School Boards

- Insert the day on the monthly calendar of October.
- Arrange to have the day announced on the PA the morning of Tuesday October 16th.
- Encourage classes of grade 7 and 8 students to visit the child care centre. Students may ask the educators about their role as an ECE.
- Set up a Wall of Fame where parents have the opportunity to say thank you to each staff.
- Place our poster on school bulletin boards.

Child care centres

- Host a pizza lunch for the staff. Give each staff member a certificate of appreciation.
- Have every staff in the centre vote on one child care champion of the year.
- Set up a board near the entrance of the centre where parents may write thank you notes.
- Place our poster on the door to show everyone that it is Child Care Worker and Early Childhood Educator Appreciation Day!

Show ECEs your appreciation on social media

- Share photos of how you're celebrating Child Care Worker and ECE Appreciation Day.
- Use the hashtags **#CCWAD** and **#ECEappreciation**
- Share an event prior to the date to raise awareness and get more people involved.
- Write a kind message about a child care provider you know.

Contact the OCBCC to order posters and buttons by Friday October 1st to ensure delivery.

Ontario Coalition for Better Child Care

Phone: 416-538-0628 x 2 / toll-free 1-800-594-7514 x 2

Email: campaigns@childcareontario.org

COALITION ONTARIENNE POUR
de meilleurs services
éducatifs à l'enfance



ONTARIO COALITION FOR
Better Child Care

TO whom it concern

My name is Terry Ross and I own a double lot
1115 2nd E for 8 going on 9 years now. The houses next
to me are both rental's west owned by Sonja Ratta
and east native housing by Neil Cable. I wish to build
a new higher 10' fence between the rental properties
and my own. There is an existing fence that is old and
in need of repair as well as way two short 5'6" or so.
For the reasons below I would like to request to build
a 10' fence - The west side neighbor has been warned
by police and since then town by-law has been involved
as well as the landlord. She throws dog feces, hair, garbage
over the fence, comments to me and my company, telling
me not to look over there and turn around etc... to the
point of throwing hot coffee on me, threatening to kill my
dog, have me beat up ... using my fence as a clothes
hanger when she has an existing line. She has a 3' step
at the back of her house close to my fence for her to
see over, her kitchen window matches mine at the same
height over 6'. I cannot close my kitchen window
for the smell of dog feces, urine and marijuana
is overpowering. As the East side is native housing in
which is vacant till repairs from the last tenant have
been complete, I need not say more for obvious
reasons. Having a taller fence would let my dog run free
in the backyard supervised like always.
I don't think this is an unreasonable request, thank you
for your time and consideration in this matter

Terry Ross

From: Chuck Venhuizen
To: [Lisa Slomke](#)
Subject: Fort Frances R.C. Legion DRUG SAFETY - attachment + links
Date: Wednesday, August 8, 2018 11:41:34 AM
Attachments: [Fort Frances RCL Drug Safety Overview.pdf](#)
Importance: High

Hello Lisa,

I'm contacting community partners who invest in safety for Fort Frances and Mine Centre children.

Page 1 of the attached 'Fort Frances RCL Drug Safety Overview' is the letter from President Ray Watson confirming that Fort Frances Legion will continue to equip Fort Frances and Mine Centre children with the 112 page "Drug Safety" family manual, augmented by a web-based video, to prevent drug use. For details, please click the [blue links](#) below my signature.

Page 2 of the attachment shows how 'Partners in Safety' can help. Partners receive a "WE CARE..." certificate & poster, plus they're featured on the Fort Frances Safety App and in all ~200 Fort Frances and Mine Centre "Drug Safety" manuals the Legion Drug Prevention Committee intends to distribute.

I hope to speak with you soon to see if Town Of Fort Frances can partner with Fort Frances Legion to protect children in Fort Frances and Mine Centre. Thanks in advance for your review.

In safety,

Chuck Venhuizen, B.A.
Safety Advisor with
 Community Safety Net
 Direct: 1-855-606-SAFE (7233) / Fax: 1-800-588-3840
 Email: chuck@venhuizen.ca

"Protecting kids for **Life**"

"Drug Safety" & more: Click links to explore

- [Table](#) of Contents
- [Intro](#): The Choice is Yours
- Just the Facts: [Tobacco & E-Cigarettes](#)
- Just the Facts: [Alcohol](#)
- Just the Facts: [Marijuana](#)
- Just the Facts: [Ecstasy](#)
- Just the factss: [Methamphetamine](#)
- Just the Facts: [Cocaine](#)
- Just the Facts: [Fentanyl](#)
- "Thought Starters" [page](#)
- [Reasons](#) Youth Start Using Drugs

- How to Say ["No"](#)
- [Profile](#) of Drug-free Kids
- Drug Safety [Quiz](#)

Watch the "Drug Safety" DVD.

Explore the Fort Frances Safety App (enter code **ON1061**)

Watch CBC feature on the fentanyl crisis.



FORT FRANCES BRANCH 29, MANITOBA AND NORTHWESTERN
ONTARIO COMMAND

The Royal Canadian Legion

250 Church Street

Fort Frances, ON

P9A 1C8

Office Phone 807-274-0129 Lounge Phone 807-274-5462

Kitchen Phone 807-274-3772 Fax # 807-274-6740

e-mail: rcl29mbnwo@gmail.com

Comrade Ray Watson
PRESIDENT

Veronica Davis
OFFICE MANAGER

July 5, 2018

RE: "Drug Safety" initiative

Dear Community Partner,

Royal Canadian Legion, Fort Frances Branch 29, in partnership with Community Safety Net, distributes the "Drug Safety – Smart Choices for **LIFE**" family resources to educate and protect young people.

Your Legion is finding that the "Drug Safety" resources provide youth in our service area of Fort Frances and Mine Centre with essential knowledge to resist peer pressure and thus avoid drug use. In addition, they guide parents in keeping their homes and children drug-free. For more details, please contact Office Manager Veronica Davis at 807-274-0129.

If you are able to support this initiative, please liaise with Safety Advisor Chuck Venhuizen at 1-855-606-7233.

Sincerely,

Ray Watson
President
Royal Canadian Legion
Branch 29 Fort Frances

~Royal Canadian Legion, Branch 29's DRUG SAFETY Initiative~ AGENDA ITEM #3.5

FACILITATORS

President Ray Watson and other Legion Officers

DELIVERY

Students will receive their 'Drug Safety' resource in the Fall of this year.

BENEFICIARIES

Children ages 11 to 12 years attending the following schools:

Crossroads, JW Walker, Mine Centre, Robert Moore, St. Francis, St. Michael's

FORT FRANCES DISTRICT 'PARTNERS IN SAFETY'

Partners receive: 1) 'WE CARE' Certificate & Poster 2) Recognition on the Fort Frances District Safety App AND in all 120 Fort Frances District books. The community investment is \$15+tax per child.

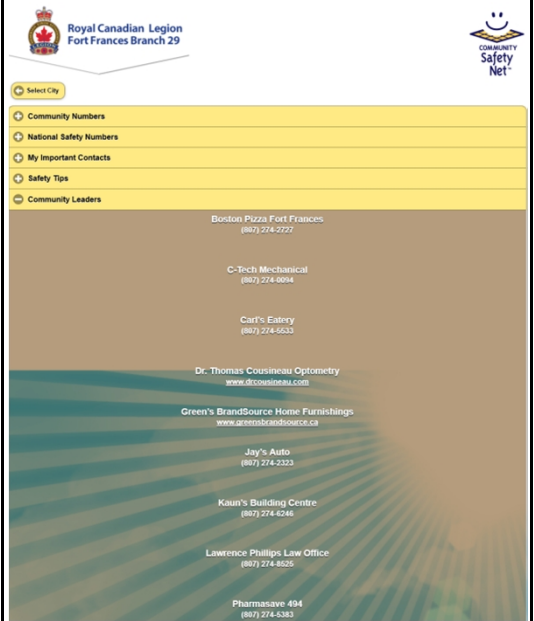
Categories	# Kids	Investment	¹ Recognition	
SCHOOL PARTNER	100	\$1,695.00	colour page & logo	Name, address and phone #
	80	\$1,356.00	b&w page & logo	
	kids			
MULTI-CLASS PARTNER	60	\$1,017.00	b&w logo + Name, address & phone #	
	kids			
CLASS PARTNER	45	\$762.75	Name, address & phone #	
	30	\$508.50		
	kids			
2/3rd CLASS PARTNER	24	\$400.00	Name, address & phone #	
	20	\$339.00		
	kids			
1/2 CLASS PARTNER	15	\$254.25	Name & phone #	
	kids			
1/3rd CLASS PARTNER	12	\$200.00	Name & phone #	
	10	\$169.50		
	kids			
SUPPORTING PARTNER	6	\$100.00	Name	
	5	\$84.75		

¹You may replace the address or phone # with website or brief safety message.

1) Display a 'WE CARE' Poster



2) Be featured on the Fort Frances District Safety App



To help Royal Canadian Legion, Branch 29 keep children drug-free, please:

contact me, Chuck Venhuizen, at 1-855-606-7233 or chuck@venhuizen.ca,

or complete the box below & email or fax it to me at 1-800-588-3840

~Your Partnership in Safety~

Investment: \$ _____ Company (Org.) Name: _____

Mailing Address: _____ Town, Prov: _____

Contact Person: _____ Tel: _____ Postal Code: _____

Indicate Payment Method (Receipt or Invoice provided): Credit Card: _____ E-Transfer: _____ Cheque: _____

Card Number: _____ Expiry: ____ / ____ Code: ____ (AmEx only)

Cardholder Name: _____

Would you like a free 'WE CARE' poster to display? Page 13 of 118

TOWN OF FORT FRANCES

BY-LAW NO. 21/14 - F

(Being a by-law to amend by-law 21/14, being a by-law for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality. The *Municipal Act, 2001*, S.O. 2001, c. 25 and the *Highway Traffic Act*, R.S.O. 1990, CH.8.)

WHEREAS the Corporation of the Town of Fort Frances is authorized to regulate traffic on the highways and to regulate the use of highways by pedestrians or vehicles within the Municipality,

AND WHEREAS on June 18th, 2018, Council approved a report from the Planning & Development Executive Committee recommending an amendment to the Traffic Control By-law regarding moving a handicap parking stall in the 300 BLK Scott Street (RBC).

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

TOWN OF FORT FRANCES

BY-LAW NO. 21/14

HANDICAPPED PARKING ONLY

SCHEDULE “C”

<u>NO.</u>	<u>STREET</u>	<u>SIDE</u>	<u>LOCATION OF PARKING SPOT</u>
13.	Scott St – 300 BLK	South	Commencing from a point 99m (centreline of Victoria Ave) 99m West of Victoria Ave., continuing Westerly on Scott Street for a distance of 6.7m.

READ THREE TIMES and finally passed in open Council this 13th day of August 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 54/17 - C

(Being a by-law to amend certain fees in 2018 – the Municipal Act, 2001, c.25, S.O. 2001, Part XII, Part XII, as amended).

WHEREAS on July 9th, 2018, Council approved a report from the By-Law Enforcement Department recommending that an amending by-law be brought forward to amend Schedule A as outlined below.

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

- 1. That Section 2.15 of the User Fee Schedule be amended as follows:
- 2.15 Metered On-Street Parking \$1.25/Hour

READ THREE TIMES and finally passed in open Council this 13th day of August 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx~18

(Being a by-law to approve an automatic aid agreement with Couchiching First Nation to provide and/or receive fire protection services)

WHEREAS on May 14th, 2018, Council approved a report from T. Moffitt, Fire Chief / CEMC which recommended proceeding with initiating an agreement with adjacent municipalities to provide and/or receive fire protection services;

AND WHEREAS on July 9th, 2018, Council approved a subsequent report from T. Moffit, Fire Chief / CEMC which provided the final version of the agreement as approved by Couchiching First Nation;

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

1. That the automatic aid agreement with Couchiching First Nation 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 August 2018.

R. Avis, Mayor

E. Slomke, Clerk

AUTOMATIC AID AGREEMENT BETWEEN COUCHICHING FIRST NATION, AND THE TOWN OF FORT FRANCES

THIS AGREEMENT made this day of , 2018.

**BETWEEN:
COUCHICHING FIRST NATION**

And The CORPORATION OF THE TOWN OF FORT FRANCES

(herein collectively referred to as the "Parties")

WHEREAS Section 2. (6) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services;

AND WHEREAS Couchiching First Nation & The Town of Fort Frances operate fire protection services and manage assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire departments;

AND WHEREAS each of Couchiching First Nation & The Town of Fort Frances are willing and prepared to make available fire protection services to the municipality nearest it via automatic aid and in coverage situations on certain terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants conditions, considerations and payments herein contained, the respective Councils for Couchiching First Nation & Town of Fort Frances mutually agree as follows:

1. Definitions for the purpose of this Agreement:

- a) **"Designate"** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **"Automatic Aid Agreement Services Fees"** means the current MTO provincial rate per apparatus.
- c) **"Couchiching Fire Department"** means the Couchiching First Nation Fire Department, herein referred to as CFD. (District Station #12)
- d) **"Fort Frances Fire & Rescue Service"** means the Town of Fort Frances Fire & Rescue Service, herin referred to as FFRS (District Station #11)
- e) **"Incident Commander"** means the person in command of an incident, also referred to in this Agreement as IC.
- f) **"Fire Protection Services"** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services,
- g) **"Sufficient Resources"** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.

AUTOMATIC AID AGREEMENT BETWEEN COUCHICHIING FIRST NATION, AND THE TOWN OF FORT FRANCES

- h) **“Limited Services”** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private road ways, lanes, drives, and access.

2. Automatic Aid:

- a) This agreement is intended to be used on a day to day basis in order to meet the following objectives:
 - (i) Ensuring the provision of equipment and personnel, which are neither practical nor reasonable for each Fire Service to provide due to economic and other conditions inherent to their provision.
 - (ii) Provide The Town of Fort Frances assist coverage for areas that are not hydrant protected, as deemed required by the Incident Commander. In the event of a hydrant system failure the coverage would also be provided to those areas.
 - (iii) Provide Couchiching First Nation assist coverage for areas/situations that may require an aerial ladder apparatus, as deemed required by the Incident Commander.
 - (iv) Provide Couchiching First Nation assist coverage for areas under a Fire Protection Agreement that may require additional resources, as deemed required by the Incident Commander.
 - (v) Provide The Town of Fort Frances assist coverage for areas under a Fire Protection Agreement that may require additional resources, as deemed required by the Incident Commander.

3. Conditions of Response

- a) Each community is responsible to its own citizens first and, as such, may refuse to supply response if its Fire Service personnel, apparatus, and or equipment are required in its own jurisdiction at the time of an incident, or in the event it deems that another Fire Service cannot provide sufficient coverage to its jurisdiction for the duration of the incident response.
- b) In the event an incident occurs in the jurisdiction of the Fire Service that is assisting another, the applicable Commanding Officer or designate may order the release of any or all personnel, apparatus and/or equipment of their Service.
- c) Conditions a and b above will be decided by the assisting Fire Service as per the chain of command.

6. Conditions of Agreement

- a) This Agreement shall remain in force until any of the Parties provides written notice of termination to all other Parties not less than six months prior to the desired date of termination.

AUTOMATIC AID AGREEMENT BETWEEN COUCHICHING FIRST NATION, AND THE TOWN OF FORT FRANCES

- b) This Agreement may be amended in writing by way of an Addendum to this Agreement or may be repealed and replaced with a revised Agreement at any time with the mutual consent of all Parties.
- c) In the event that there may be any dispute between the Parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, such dispute shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O 1990 c. M. 48, and the decision rendered in respect of such proceedings shall be final and binding upon the Parties to this Agreement.
- d) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the Parties hereto shall agree to the selection of a single arbitrator, and failing agreement on the selection of an arbitrator, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.
- e) Cost for an arbitrator will be split even (50% cost sharing arrangement) between parties.

6. Billing Conditions

- a) Billings under this Agreement will be completed on a monthly basis as required.
- b) The Chief Officer or designate shall notify the applicable First Nation or Town when any billable service has been provided by its Fire Service under this Agreement. The said Town or Township will, in accordance with its billing policies, prepare and submit a bill for all services provided during the month to each First Nation or Town, which received such service.
- c) Billing shall be at the current MTO provincial rate per apparatus.
- d) The First Nation or Town receiving a bill for services under this Agreement shall remit payment of same upon receipt.

7. Legal

- a) This Agreement shall come into force and effect on the date of passing thereof by the Councils of Couchiching First Nation, & Town of Fort Frances.
- b) This Agreement shall be reviewed by the Parties at least once every five years.
- c) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed by this Agreement.

AUTOMATIC AID AGREEMENT BETWEEN COUCHICHING FIRST NATION, AND THE TOWN OF FORT FRANCES

- d) Due to the reliance of all Parties on volunteer firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this by-law are provided as “Limited Services” as defined in Section 1 of this Agreement.
- e) Couchiching First Nation, and the Town of Fort Frances shall not accept, sustain or incur liability for the delay or inability of their respective Fire Services to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered en route, environmental factors and impeded access.
- f) No liability shall attach or accrue to Couchiching First Nation, and the Town of Fort Frances under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.
- g) That this Agreement may be cited as the “Couchiching & Fort Frances Automatic Aid Agreement”.
- h) This Agreement comes into effect on the day it is passed by the respective Councils of all Parties hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their authorized signatories.

Couchiching First Nation

CHIEF IN COUNCIL

(seal)

CAO/CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Town of Fort Frances

MAYOR

(seal)

CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

TOWN OF FORT FRANCES

BY-LAW NO. xx~18

(Being a by-law to authorize the execution of an agreement with Makkinga Contracting & Equipment Rentals for Reconstruction of the Sidewalk along the 300 Block of Scott Street awarded through the public tender process)

WHEREAS on July 9, 2018 Council approved a report from T. Rob, Manager of Operations & Facilities which awarded Reconstruction of the Sidewalk along the 300 Block of Scott Street (18-OF-09) to Makkinga Contracting & Equipment Rentals;

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

- 1. That the award of a contract under Tender 18-OF-09, identified as Schedule “A” attached hereto in the form of an agreement forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 13th day of August 2018.

R. Avis, Mayor

E. Slomke, Clerk



SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this 18th day of July, 2018.

BETWEEN:

1876118 Ontario Limited
Makkinga Contracting & Equipment Rentals

(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
 - (b) for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities Division (in the Tender Documents the Town Manager, Operations and Facilities Division is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
 - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
 - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail; or
- (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

- (i) in case of notice to the Town, as follows:

320 Portage Avenue
 FORT FRANCES, Ontario
 P9A 3P9
 Attention: Administrator

- (ii) in case of the Contractor, as follows:

570 Squier Place

 Thunder Bay, Ontario

 P7B 6M2

 Attn: Project Manager

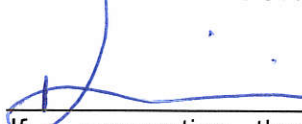
Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.



 Witness to signature of Tenderer

SIGNATURE OF CONTRACTOR:



 If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

Wendy Glena

PRINT NAME AND TITLE OF PERSON
SIGNING: Kristin Kapush, Controller

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

1876118 Ontario Limited

Makkinga Contracting & Equipment Rentals

Address of Witness:

518 Halton Street

Thunder Bay, ON P7A 7R8

Address of Contractor:

570 Squier Place

Thunder Bay, ON P7B 6M2

Phone Number of Witness:

807-627-4997

Phone Number of Contractor:

807-935-2792

Fax Number: 807-935-2731

Cell Number: 807-621-9656

The Corporation of the Town of Fort Frances

per:

per:

I/we have authority to bind the Town

SCHEDULE 3**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

1876118 Ontario Limited

Makkinga Contracting & Equipment Rentals


The undersigned Tenderer, _____
 shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:



 Witness to signature of Tenderer



 If a corporation, the person signing has authority to bind such corporation

Print name of Witness:



PRINT NAME AND TITLE OF PERSON
 SIGNING: Kristin Kapush, Controller

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

1876118 Ontario Limited

Makkinga Contracting & Equipment Rentals

Address of Witness:

518 Halton Street

Thunder Bay, ON P7A 7R8

Address of Contractor:

570 Squier Place

Thunder Bay, Ontario P7B 6M2

Phone Number of Witness:

807-627-4997

Phone Number of Contractor:

807-935-2792

Fax Number: 807-935-2731

Cell Number: 807-621-9656

The Corporation of the Town of Fort Frances
per:

per:

I/we have authority to bind the Town

Date: July 18, 2018.

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve a Merchant Agreement with Global Payments Canada GP for payment card processing services)

WHEREAS on August 13, 2018, Council approved a report from D. Galusha, Deputy Treasurer as recommended by the Administration & Finance Executive Committee to enter into a merchant agreement for payment card processing services at point of sale equipment associated with parking meters;

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

1. That the following merchant agreement in the form of the schedule A attached to this by-law be approved for execution 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 August 2018.

R. Avis, Mayor

E. Slomke, Clerk



GPDI

Summary of Key Terms & Conditions Regarding Your Agreements for Payment Card Processing Services and/or Equipment

Note: This summary is provided for Merchant's reference only. It does not contain all of the terms & conditions of the Merchant Agreement or any other agreement(s) for credit and/or debit card processing, or the Point-of-Sale Equipment Agreement or any other agreement for terminals and/or equipment. Merchant should thoroughly review the terms of each agreement before signing and contact the relevant provider with any questions.

Information Summary Box					
Date of Contract	Effective date of the Contract: Upon the earlier of the acceptance of this contract by Global and Member or the submission of a transaction by Merchant to Global hereunder. Length of term: 3 year(s) Renewal term: 6 months				
Acquirer	Global Payments Direct, Inc., Attention: Customer Care c/o P.O Box 4010, Station B, Etobicoke, ON, M9W 7H8, Tel: 1.800.263.2970				
Cancellation of contract(s) and applicable penalties	<p>During the initial or any renewal terms of the Agreement, the merchant may cancel the Agreement without penalty, in the event of:</p> <ul style="list-style-type: none">an increase in the fees or charges for the Services provided to Merchant, except when made in accordance with a pre-determined fee schedulethe introduction of a new feea reduction in applicable interchange rates that is not passed through in full <p>Merchant must give written notice to Global within ninety (90) days following notice of a fee increase or the introduction of a new fee, or within ninety (90) days following notice of a reduction in applicable interchange rates that is not passed through in full.</p> <p>To provide notice of non-renewal to Global, Merchant must give written notice of termination at least ninety (90) days prior to the expiration of the initial term or any extension of renewals thereof, in which case the Agreement will terminate at the end of the then-current term.</p> <p>If the merchant terminates the contract for any other reason, merchant will be charged either a cancellation fee of \$500 per location or an amount equal to the average monthly fees assessed to merchant under the Agreement (exclusive of interchange fees and other fees or assessments imposed by a third party in connection with Merchant's payment processing) multiplied by the number of months remaining in the then-current term of the Agreement.</p> <p>Additional information can be found in the "Term and Termination" section of the Agreement.</p>				
Complaint Handling Procedure	Please contact Customer Care at tel: 1.800.263.2970. You may view additional information regarding complaint handling procedures at https://www.globalpaymentsinc.com/en/canada/complaint-procedure				
Information about payment terminal	<p>Global Payments Canada GP, Attention: Customer Care c/o P.O Box 4010, Station B, Etobicoke, ON, M9W 7H8, Tel: 1.800.263.2970</p> <p>Terminal(s) is/are:</p> <p>List of main fees and charges under the contract:</p> <table><tr><td>Terminal Model: FEE:</td><td>Terminal Model: FEE:</td><td>Terminal Model: FEE:</td></tr></table> <p>Effective date of the Contract: This contract shall become effective when signed by Global Canada. Length of term: 3 year(s) Renewal term: 6 months</p> <p>Cancellation: During the initial or any renewal terms of the Agreement, the merchant may cancel the Agreement without penalty, in the event of an increase in Global Canada's fees or charges (except when made in accordance with a pre-determined fee schedule) or the introduction of a new fee.</p> <p>Merchant must give written notice to Global Canada within ninety (90) days following notice of a fee increase or the introduction of a new fee.</p> <p>To provide notice of non-renewal to Global Canada, Merchant must give written notice of termination at least sixty (60) days prior to the expiration of the initial term or any extension of renewals thereof, in which case the Agreement will terminate at the end of the then-current term.</p>		Terminal Model: FEE:	Terminal Model: FEE:	Terminal Model: FEE:
Terminal Model: FEE:	Terminal Model: FEE:	Terminal Model: FEE:			

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials



	<p>Merchant agrees to contact Global Canada for instructions regarding return of the Equipment and to promptly comply therewith. You will be liable for late return fees for any rented Equipment (or purchased Equipment if Global Canada has not received full payment) that is not returned to Global Canada within thirty (30) days after the termination of this Agreement. In addition, you will be charged a retrieval fee if Global Canada takes action to recover Equipment that you fail to return in accordance with the Agreement.</p> <p>Additional information can be found in the "Term and Termination" section of the Agreement.</p>						
Contactless payments acceptance	<p>Contactless payments have been enabled for the following payment card networks:</p> <table border="1"> <tr> <td><input checked="" type="checkbox"/> Visa</td><td><input checked="" type="checkbox"/> Mastercard</td><td><input type="checkbox"/> INTERAC Debit</td></tr> <tr> <td><input type="checkbox"/> Amex/JCB</td><td><input type="checkbox"/> Discover</td><td><input type="checkbox"/> UnionPay</td></tr> </table>	<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> Mastercard	<input type="checkbox"/> INTERAC Debit	<input type="checkbox"/> Amex/JCB	<input type="checkbox"/> Discover	<input type="checkbox"/> UnionPay
<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> Mastercard	<input type="checkbox"/> INTERAC Debit					
<input type="checkbox"/> Amex/JCB	<input type="checkbox"/> Discover	<input type="checkbox"/> UnionPay					
Transaction return policy	<p><input type="checkbox"/> Card acceptance fees will not be applied to transaction returns</p> <p><input checked="" type="checkbox"/> Card acceptance fees will be applied to transaction returns. The fees applicable to return transactions are equal to the discount and/or per item rate of that specific card type.</p>						
Code of Conduct	<p>The Code of Conduct can be accessed through the following link: http://www.fcac-acfc.gc.ca/Eng/forIndustry/publications/lawsReg/Pages/CodeofCo-Codedeco.aspx</p>						
Statements	<p>Merchant shall receive electronic statements unless otherwise indicated by your sales representative. Estatement fee: 0.00</p>						

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials


Fee Summary*

* This Fee Summary is provided to you solely as a representation of the fees associated with accepting a specific payment card type and method. It is intended as a guide and does not provide the complete cost of card acceptance across all card types. For a complete list of all transaction fees, interchange downgrade fees, and other fees associated with your card acceptance, please refer to the "Credit/Debit Card Services and Fee Schedule" section of the contract.

Transaction Fees		
Payment Card Type	Processing Method	
These are the most common types of domestically issued cards and their processing methods. They do not represent all the possible fees and variations that are charged to merchants	Card/Device Present Means that the card/device was electronically read (contact or contactless interface or mag-stripe)	Card/Device Not-Present Means that the card/device was not electronically read. Generally, the card information is manually key-entered, e.g. mail/telephone order, online, recurring payment)
American Express / JCB Cards		
American Express / JCB Corporate Purchasing Cards		
American Express / JCB Prepaid Cards		
Interac Debit Cards		
Interac Debit Cards – Contactless		
Discover Cards		
Discover Business Cards		
Discover Debit Cards		
Discover Premium Cards		
Discover Prepaid Cards		
Mastercard Business Cards	4.4100 %	4.4100 %
Mastercard Business Premium Cards	4.4100 %	4.4100 %
Mastercard Core Cards	9.5700 %	3.7600 %
Mastercard Corporate Cards	4.4100 %	4.4100 %
Mastercard Corporate Premium Cards	4.4100 %	4.4100 %
Mastercard Debit Cards		
Mastercard Prepaid Cards	9.5700 %	3.7600 %
Mastercard World Cards	4.3459 %	4.9400 %
Mastercard World Elite Cards	4.7560 %	5.2500 %
UnionPay Credit Cards		
Visa Business Cards	4.1299 %	4.4418 %
Visa Business Premium Cards	4.1299 %	4.4418 %
Visa Corporate Cards	4.1299 %	4.4418 %
Visa Corporate Premium Cards	4.1299 %	4.4418 %
Visa Debit Cards		1.5400 %
Visa Infinite Cards	3.2300 %	4.2396 %
Visa Infinite Privilege Cards	4.0800 %	4.6800 %
Visa Prepaid Cards	2.6900 %	3.5300 %
Visa Standard Credit Cards	1.5200 %	3.5000 %

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials


Other Fees

A comprehensive list of all fees and charges for the contract can be found in the contract, under the heading "Other Fees".

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials



Merchant Application

GPDI



Business Information

Merchant's DBA Name/Outlet Name: Town of Fort Frances		Merchant's Legal Name: The Corporation of the Town of Fort Frances	
Physical Street Address (No P.O. Box): 320 Portage ave		Legal Address: (if different from Business Address) 320 Portage ave	
City, Province, Postal Code: Fort Frances, Ontario, P9A3P9		City, Province, Postal Code: Fort Frances, Ontario, P9A3P9	
DBA Phone: (807) 274-5323 Ext. Fax:		Corp. Phone: (807) 274-5323 Ext. Fax:	
Contact Name at this Address: Laurie Lindberg	Email: llindberg@fortfrances.ca	Contact Name at this Address: Laurie Lindberg	Email: llindberg@fortfrances.ca
Customer Service Phone # (Required for MOTO and Internet merchants only): Ext.		Website Address (Required for Internet merchants):	
Merchant Number:		Merchant Bank Account Transit and Account Number: FID 0010 TR 00087 AC 0001406	

Merchant Profile

Payment Card Information

Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (LTD) <input checked="" type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other:		Market Type: <input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Auto Rental <input type="checkbox"/> MO/TO <input type="checkbox"/> Oil & Gas <input type="checkbox"/> E-commerce <input checked="" type="checkbox"/> Other: parking meter		Sales Profile (Must Equal 100%)	
Type of Goods or Services Sold: parking meter		MCC/SIC Code: 9399		Electronic Chip and PIN	%
Current ownership start date: 5/10/2000 mm/dd/yyyy		GST Number:		Internet Sales	%
				Card-Not-Present/Manually Keyed	100.00 %
				TOTAL Must = 100%	100%

Do you currently accept: Visa? ☐ YES ☒ NO | Mastercard? ☐ YES ☒ NO | American Express/JCB? ☐ YES ☒ NO | Discover? ☐ YES ☒ NO

Do you process future delivery of products and/or services? ☐ YES ☒ NO Deposit on future delivery % of sales / Day(s) in advance taken:

Custom work sold on terms of future delivery: % of sales / Day(s) delay on delivery:

Delivery time of future delivery:
0-5 days: %, 6-14 days %, 15-30 days %, >30 days %, Days of future delivery greater than 30?

Do you maintain the inventory of products (NOT drop shipped from another supplier?) ☒ YES ☐ NO

Daily Discount Merchant: Check box only if YES. Merchant initials only if YES.	Batch Delay: Check box only if YES. Merchant initials only if YES.
---	---

Ticket Price:		Do you wish to process returns? Merchant initials only if YES.	
Average: \$ 1 High: \$ 8	Credit: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Amount \$ 0.00	Debit: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Amount \$ 0.00	
Annual Credit Card Sales Volume: \$ 12,000.00	Annual Debit Card Sales Volume: \$ 2.00	Annual Interac Debit Card Sales Volume: \$ 0.00	

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials





Services for Which You Subscribe

<input checked="" type="checkbox"/> Visa Credit (face-to-face)	<input checked="" type="checkbox"/> Mastercard Credit (face-to-face)	<input type="checkbox"/> Interac Direct Payment Debit
<input checked="" type="checkbox"/> Visa Credit (card-not-present)	<input checked="" type="checkbox"/> Mastercard Credit (card-not-present)	<input type="checkbox"/> American Express / JCB Credit (face-to-face)*
<input checked="" type="checkbox"/> Visa Debit (card-not-present)	<input checked="" type="checkbox"/> Debit Mastercard (face-to-face)	<input type="checkbox"/> American Express / JCB Credit (card-not-present)*
<input type="checkbox"/> Tele-Deposit (Credit)	<input checked="" type="checkbox"/> Debit Mastercard (card-not-present)	<input type="checkbox"/> Discover Card
<input type="checkbox"/> Pay@Pump (Credit and Debit)	<input type="checkbox"/> UP (UnionPay) Credit and Debit	

* American Express/JCB Merchants: do you consent to receiving marketing communications related to American Express / JCB? YES NO ☒
Opting out of marketing messaging will not preclude you from receiving important transactional and relationship communications from American Express. Additionally, in the event that you choose to opt out, you may continue to receive marketing communications while American Express updates its records to reflect your choice.

Push Funds Service Authorization and Direction

The merchant named below hereby authorizes and directs the Financial Institution named below, on receipt of request from Global Payments Direct, Inc. ("Global") or a member under the Merchant Agreement ("Member"), to debit the Account described below at any time and from time to time for any amounts specified by Global or Member and said to represent any adjustments, items charged back, and credit vouchers and any fees or charges the merchant may owe under the Merchant Agreement, in accordance with the provisions set forth in the Terms & Conditions of the Merchant Agreement, in the section of this Merchant Application regarding Pre-Authorized Debits, and the Card Acceptance Guide. The Financial Institution is not required to verify that any debit it receives from Global or Member is in accordance with this authorization.

Name of Financial Institution: 0010	Branch Transit #: 00087
Name of Merchant: The Corporation of the Town of Fort Frances	Merchant's Account # with Financial Institution: 0001406
	ATTACH "VOID" CHEQUE
Signature(s) of Authorized Signing Officers(s): Date: mm/dd/yyyy	Print Name(s) of Authorized Signing Officer(s):
 	

Pre-Authorized Debits (PADS)

A Pre-Authorized Debit (PAD) is a withdrawal that you authorize Global to make from your account at a financial institution. The requirements for PADs are set forth in Rule H1 of the Canadian Payments Association (CPA). Pursuant to CPA Rule H1, your signature below is your acknowledgement of the following:

Fees for the services provided to you under the attached Merchant Agreement, incorporated hereby, are payable to Global and will be debited from your merchant bank account on a monthly basis, unless otherwise indicated on the Credit/Debit Card Services and Fee Schedule of the Merchant Agreement. Chargebacks and adjustments will be debited on a daily basis. Debited amounts will vary and will be reported to you in the monthly merchant statement provided to you by Global. You agree that any withdrawals by Member or Global under the Merchant Agreement from your merchant bank account, as designated by you in writing, and/or from other accounts as permitted under the Merchant Agreement are pre-authorized debits (PADs) for business purposes, as defined under CPA Rule H1, and **you waive the right to receive advance notice from Member and/or from Global of such debits.** You have certain recourse rights if any debit does not comply with this PAD agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

Your authorization for PADs is to remain in effect while the Merchant Agreement remains in effect unless Global receives written notice from you of its change or termination. You may change the bank account you have designated for PADs by providing Global with 30 days' prior written notice. Pursuant to CPA rules, you have the right to revoke your authorization for PADs by providing Global with 30 days' prior written notice. To obtain a sample cancellation form, or for more information on your right to cancel a PAD agreement, you may contact your financial institution or visit www.cdnpay.ca. Upon receiving your cancellation notice, Global shall use best efforts to cancel the PAD in the next business, billing or processing cycle. Notwithstanding

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials



the foregoing, the Merchant Agreement is contingent upon your authorization for PADs, and if you revoke your authorization for PADs, it will be deemed to be a breach of the Merchant Agreement and grounds for Global's termination of the Merchant Agreement with immediate effectiveness.

Authorized Signature		To contact Global regarding PADs: Global Payments Direct, Inc. Attention: Customer Care c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8 Tel: 1.800.263.2970
Name	Title	
Date mm/dd/yyyy		

Cardholder Data Storage — Compliance Statement

PCI DSS and Card Networks rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system pass, transmit, store or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standards) validated and you (merchant) must validate PCI DSS compliance. If you use a payment gateway, they must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

	Initial applicable answer				
The signing merchant listed below has experienced an account data compromise.	YES	NO	<input checked="" type="checkbox"/>	N/A	initial
	(I have never accepted payment cards.)				
The signing merchant listed below is storing Sensitive Authentication Data (even if encrypted) after the transaction has been authorized.	YES	NO	<input checked="" type="checkbox"/>	N/A	initial
	(I have never accepted payment cards.)				

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Certificate may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Term of Merchant Agreement	Initial Term 3 year(s)	Renewal terms six (6) months
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Your Merchant Agreement is between Global Payments Direct, Inc. ("Global"), the Merchant named above, and the Member named below, depending upon the services you have selected ("Member"). A copy of the Terms & Conditions of Merchant Agreement, revision number 41040.12.11/15/17SME has been provided to you. Please sign below to signify that you have received a copy of the Terms & Conditions of Merchant Agreement and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Terms & Conditions, as may be modified or amended in the future. If you disagree with any of the Terms & Conditions of Merchant Agreement, do not accept services.





IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE TERMS & CONDITIONS OF MERCHANT AGREEMENT.

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

✓

Signing for Merchant		Signing for Global Payments Direct, Inc.	
Print Name		Title or Capacity	
Signature		Date mm/dd/yyyy	

Signing for GPC Financial Corporation, with respect to Visa and Mastercard transactions	
Print Name	Title or Capacity
Signature	Date mm/dd/yyyy

For questions regarding Card Services, contact:
 Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials


Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merch. No.	Discount Rate	Per Item	Additional Auth. Fees
VISA Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.4200%		
VISA Debit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.4400%		
VISA Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.1000%		
VISA Cross Border CDN Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.8000%		
VISA Cross Border INTL Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.0000%		
MC Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.4400%		
Mastercard Debit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.4400%		
MC Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.1000%		
MC Cross Border CDN Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.8000%	\$ 0.1750	
MC Cross Border INTL Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.0000%	\$ 0.1750	
MC License Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.0300%		

The discount rates, per item, authorization and other fees noted above are based upon Merchant's complying with all processing requirements, as established by the applicable governing authority, of the payment type which qualifies the merchant for the most favourable interchange rates available for such payment types.

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials


*Downgrade Fees

Transactions that do not qualify for the most favourable interchange rates will be subject to the Interchange Downgrades indicated below, in addition to the rate quoted. See the Merchant Agreement section entitled "Interchange Downgrades & Cross-border Fees" for more information.

MC Table # M2		VISA Table # M2	
MC CDN PAYPASS	\$0.0800	VISA CDN ELC	
MCEC CDN PAYPASS	\$0.0900	VISA CDN STD	1.980%
MCHV CDN PAYPASS	\$0.1000	VINF CDN ELC	1.710%
MC CDN ELC		VINF CDN PREF	1.800%
MC CDN PREF		VINF CDN HI-NET	2.560%
MC CDN STD	2.190%	VINF CDN HI-NET STD	3.160%
MCEC CDN ELC	2.420%	VINF CDN EMER	
MCEC CDN EMER		VINF CDN REC	1.920%
MCEC CDN PREF	2.590%	VINF CDN STD	2.860%
MCEC CDN STD	3.370%	VIBS CDN B2B ENH	2.410%
MCHV CDN ELC	2.780%	VIBS CDN ELC	2.610%
MCHV CDN EMER	2.340%	VIBS CDN EMER	2.510%
MCHV CDN PREF	2.870%	VIBS CDN HI-NET	2.730%
MCHV CDN STD	3.680%	VIBS CDN HI-NET STD	3.360%
MDBT CDN STD		VIBS CDN REC	2.560%
MCBS CDN	2.840%	VIBS CDN STD	2.930%
MCBS CDN DATA RATE I	2.840%	VIBS FGN	3.010%
MCBS CDN DATA RATE II		VIBS CDN LT	\$35.0000
MCBS CDN EMER	2.640%	VIPP CDN ELC	1.170%
MCBS FGN	3.060%	VIPP CDN STD	2.010%
MCBS FGN STD	3.200%	VISA FGN	1.480%
MC FGN	1.660%	VISA FGN PREM	2.620%
MC FGN PREM ELC	2.890%	VISA FGN SPR PREM	
MC FGN PREM STD	3.140%	VISA FGN STD	2.420%
MC FGN STD	2.640%	VISP FGN	2.990%

**Note: Imposition of a Debit surcharge is subject to Global's or Member's prior written consent.

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials



Other Fees

Monthly Fees	Fee
BusinessView Monthly Fee	\$ 0.00
eStatement Fee	\$ 0.00
System Maintenance Fee	\$ 0.00

Annual Fees	Fee
Merchants EDGE	\$ 36.00

Per Item / Per Occurrence / Per Batch Fees	Fee
Chargeback Fee (per occurrence)	\$ 25.00
Retrieval Fee (per occurrence)	\$ 15.00
Non-Sufficient Funds Fee (per occurrence)	\$ 25.00
Settlement Fee	\$ 0.25

One Time Fees	Fee
Sign Up Fee Electronic	\$ 300.00

* Applies if merchant does not meet 0.00 as set forth in the Merchant Agreement

** Applies if merchant does not meet 0.00 as set forth in the Merchant Agreement

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Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials



Owner/Officer Information (Please complete for every person who ultimately owns or controls the operation or on whose behalf the transactions authorized under this agreement will be conducted.)

Name: Laurie Lindberg	Address: 320 Portage ave
Title: Treasurer	City, Province, Postal Code: Fort Frances, Ontario, P9A3P9 Years there: Own/Rent?:
Phone Number: (807) 274-5323	Date of Birth: mm/dd/yyyy
Former Address (if less than 1 year at current address):	City, Province, Postal Code: Years there: Own/Rent?:
Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); an official of a political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Initial applicable answer: Yes No	
If "yes," please attach details.	
** 'X' answer and initilize	

Personal Guarantee

To induce Global Direct to enter into this Merchant Agreement with Merchant and Member (the "Merchant Agreement"), the undersigned (if more than one, each of them, jointly and severally, or, for purposes of the Province of Quebec, solidarily) hereby personally, irrevocably and unconditionally guarantees to Global Direct, Member and their successors and assigns, the full, prompt, and complete payment and performance of all obligations of the Merchant to Global Direct, Member and their successors and assigns, whether arising before or after termination of the Merchant Agreement. This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Merchant Agreement made by or agreed to by Global Direct, Member and/or Merchant. I/We waive all benefits of division and discussion and the right to be subrogated in the rights of any of Global Direct and Member (and their successors and assigns) until each of Global Direct and Member (and their successors and assigns) have received payment in full of all obligations of the Merchant to each of them.

I/We hereby waive any notice of acceptance of this Personal Guarantee, notice of nonpayment or nonperformance of any provision of the Merchant Agreement by Merchant, and all other notices or demands regarding the Merchant Agreement. I/We agree to promptly provide to Global Direct and/or Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We have been given full opportunity to seek legal counsel, and have read, understand, and agree to be bound by the Terms & Conditions of Merchant Agreement and this Personal Guarantee.

Je/Nous reconnais/reconnaissons et conviens/convenons qu'il est de ma/notre volonté expresse que ce Cautionnement et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise seulement.

Signature of Guarantor (please sign below) X [SEAL] an individual.	Name of Guarantor (printed):
Signature of Witness (please sign below) X [SEAL] an individual.	Name of Witness (printed):

Credit Information – Owner/Officer Consent

WHEREAS, The Corporation of the Town of Fort Frances ("Merchant") is a merchant that has entered into, or desires to enter into, a Merchant Agreement with Global Payments Direct, Inc. ("Global") and with an entity that is a member of the applicable card association ("Member"); and

WHEREAS, in order to confirm the financial soundness of its merchant customers, Global and Member require certain business and financial information pertaining to Merchant and to Merchant's owners, principals, partners, proprietors, affiliates, and such other persons and entities having a material relationship to Merchant (each of the foregoing a "Principal" of Merchant); and

WHEREAS, the person or entity identified below has been identified by Merchant as a Principal;

NOW, THEREFORE, in consideration of the foregoing recitals, the undersigned Principal hereby agrees as follows:




1. Principal agrees to provide Global with such financial statements and information concerning Principal as Global may request from time to time, and furthermore agrees that Global may obtain from any source whatever commercial and credit information about Principal that Global deems appropriate.
2. Principal authorizes Member or any other depository institution to release to Global any financial information concerning Principal. Principal acknowledges and agrees that subsequent commercial and credit information may be ordered in connection with updating, reviewing or continuing Merchant's Merchant Agreement.
3. Global and/or the Member may exchange information about Principal with other financial institutions, credit card associations and network organizations, and any other persons for the purpose of providing Merchant with the services contemplated under the Merchant Agreement.

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

4. If Principal is the subject of a consumer credit report in connection with the Merchant Agreement, Principal shall have the right to obtain from Global the name and address of the consumer credit reporting agency furnishing the report, if any, upon Principal's written request.

AGREED AND CONSENTED TO BY PRINCIPAL:		
Home Address: 320 Portage ave Fort Frances, ON P9A3P9		
Home Telephone Number: (807) 274-5323		
 Signature	 Date: mm/dd/yyyy	Printed Name: 
		Date of Birth: mm/dd/yyyy

For questions regarding Card Services, contact:
Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials





TERMS & CONDITIONS OF MERCHANT AGREEMENT

1. GENERAL. The Merchant Agreement (the "Agreement") includes these Terms & Conditions of Merchant Agreement ("Terms & Conditions"), the Merchant Application and the Card Acceptance Guide, which is incorporated into and made a part of the Agreement. References in this Agreement to payment networks shall mean, as applicable to the services selected by Merchant, Visa Inc., Mastercard Worldwide, Amex Bank of Canada, Discover Financial Services LLC, Interac Association, China UnionPay Co., Ltd. ("UnionPay®") or any other similar payment card scheme, association or organization. GPCFC Financial Corporation ("GPCFC") is a financial institution client of VISA Canada and VISA Inc. ("VISA®") and a financial institution client of Mastercard Worldwide ("Mastercard®"). Global Payments Direct, Inc. ("Global") is a registered independent sales organization of VISA, a member service provider of Mastercard, a registered Program Participant for Amex Bank of Canada ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). The Agreement is between Global, the merchant identified in the Merchant Application ("Merchant"), and GPCFC (only if Merchant is receiving VISA and/or Mastercard processing services hereunder). GPCFC is a party to the Agreement for the sole purposes of complying with the rules and regulations of VISA and the rules and regulations of Mastercard. References to "Member" in the Agreement shall refer to GPCFC. GPCFC shall have no liability to Merchant with respect to matters relating to or arising out of any services provided hereunder except VISA and Mastercard processing services. Global is the party responsible hereunder for American Express card services, Discover card services, *Interac®* Direct Payment services and UnionPay (UP) card services and, as such, will maintain appropriate connectivity to provide American Express card services, Discover card services, *Interac* debit service and UnionPay UP card transactions. To the extent Merchant accepts American Express cards, the provisions of this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express. To the extent Merchant accepts American Express cards and has a separate agreement with American Express, American Express transactions shall be processed as Switched Transactions. To the extent Merchant accepts Discover cards, the provisions of this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover transactions shall be processed as Switched Transactions (as defined below).

Under the terms of the Agreement, Merchant will be furnished with the services described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Agreement, Global will be the sole and exclusive provider of all payment card processing services to Merchant. Any Merchant accepted by Global for card processing services agrees to be bound by the Agreement, as it may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

2. SERVICE DESCRIPTIONS. The credit card processing services provided hereunder to Merchant consist of authorization and electronic draft capture of such payment transactions, outclearing of such transactions to the appropriate payment network and/or issuers (e.g., Visa, Mastercard, American Express, Discover, UP), funds settlement, dispute resolution with cardholders' banks and transaction-related reporting and statements. Debit card processing services hereunder consist of the transmission of such debit card payment transactions to the appropriate debit card payment network for authorization and approval (e.g., to Interac Association, Visa, UP), funds settlement, and transaction-related reporting and statements. From time to time under this Agreement, upon Merchant's request, Global may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to gift cards, loyalty cards, and various fleet, private label and commercial cards. Switched Transactions require Global's prior written approval and are subject to applicable pricing; Global does not purchase the receivables associated with Switched Transactions, and neither Global nor Member has any liability regarding the availability or capabilities of their respective card issuers. On the Merchant Application being completed contemporaneously herewith, Merchant shall select the card types that Merchant elects to accept for payment by cardholders. With respect to Visa and Mastercard products, (a) merchants that accept credit card payments from a particular payment network are not obligated to accept debit cards issued by Canadian issuers belonging to such payment network, and (b) merchants that accept debit card payments from a particular payment network are not obligated to accept credit cards issued by Canadian issuers belonging to such payment network; Merchant shall so indicate its preference on the Merchant Application. After the effective date of this Agreement, in the event that Global notifies Merchant about new products and/or services that may be available to Merchant pursuant to this Agreement, Merchant's express consent is required in order to indicate Merchant's acceptance of such new products and/or services prior to submitting a transaction that engages such new product/service. Furthermore, Merchant is required to provide its express consent to Global prior to accepting any new type of card not previously accepted by Merchant and issued by a Canadian card issuer, even if Merchant's POS equipment has the capability of accepting such card. For greater certainty, Merchant is not permitted to use any such new product or service or accept from a cardholder any such new Canadian-issued card unless Merchant has previously given its express consent to Global indicating acceptance thereof.

3. PROCEDURES. Subject to the terms set forth in Section 26 regarding Push Funds, Merchant will maintain an approved merchant bank account with its designated financial institution for its credit card and debit card receivables, subject to such financial institution's usual charges and conditions. If Merchant has elected to accept credit cards, Merchant will permit holders of valid credit cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services, and the receivables resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of the Agreement. If Merchant has elected to accept debit cards, Merchant will permit holders of valid debit cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to pay for goods or services by debiting money directly from their accounts using a point of sale (POS) terminal with personal identification number ("PIN") verification. The procedures to be followed by Merchant for accepting credit and/or debit cards may be modified from time to time upon written notice. Merchant agrees to cooperate with Member in recovering payment cards that the Member requests Merchant to recover.

Merchant will not process transactions relating to merchandise sold or services performed (or alleged to have been sold or performed) by parties other than Merchant.

Merchant will not offer telephone, mail order or Internet services without Global's prior written consent. Furthermore, Merchant will not process transactions relating to goods or services that Merchant does not provide to the customer at the point of sale without Global's prior written consent.

Merchant is permitted to provide its customers a discount for different methods of payment (e.g., cash, debit card, credit card). Merchant is also permitted to provide differential discounts among different payment networks. All such discounts must be clearly marked at the point of sale where the transaction occurs.

If Merchant wishes to offer dynamic currency conversion (DCC) or any other currency conversion services to cardholders, Merchant must notify Global prior to offering DCC services; inform cardholders that DCC is optional; not impose any additional requirements on the cardholder to have the transaction processed in the local currency; not use any language or procedures that cause the cardholder to choose dynamic currency by default;

not misrepresent, either explicitly or implicitly, that DCC is a service of the payment networks; comply with all transaction receipt requirements issued by Global and Member from time to time; and comply with any other requirements pertaining to dynamic currency conversion of which Merchant is notified by Global and/or Member.

Merchant agrees to follow the Card Acceptance Guide (located on the website www.globalpaymentsinc.com/canada) and to be bound by the operating regulations and rules of VISA, Mastercard, American Express, Discover, Interac Association ("Interac"), UnionPay and any other payment network covered by the Agreement, as any of the above-referenced documents may be modified and amended from time to time. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by all applicable rules and regulations of the payment networks related to cardholder and transaction information security including, without limitation, the Payment Card industry (PCI) Data Security Standard, as it may be modified and amended from time to time (available at the PCI Security Standards Council web site www.pcisecuritystandards.org). Merchant will indemnify and hold Global and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, Interac, UP or any payment network, and any other fees, costs and related losses arising out of or relating to the processing of transactions by Global and Member at Merchant's location(s) and the failure of Merchant to comply with the foregoing sentence. The payment networks' operating regulations and rules may be reviewed upon appointment at Global's designated premises, and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Agreement. Global may, from time to time, issue written directions (via mail, e-mail or posting to Global's Internet site) regarding procedures to follow and forms to use to carry out the Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Terms & Conditions.

4. OIL AND GAS MERCHANTS. If Merchant is an oil and gas merchant using point-of-sale payment processing equipment identified as automated fuel dispenser devices ("AFDs"), Merchant acknowledges that Interac established a certification program for AFDs requiring that only chip-enabled certified AFDs complying with Interac's testing standards be deployed after June 30, 2005 and that AFDs then-currently available did not meet the security standards required for certification under Interac's program. Interac permitted the deployment of non-certified AFDs between June 30, 2005 and December 31, 2010, subject to the following conditions:

After December 31, 2010, any newly installed AFD equipment must be fully compliant and chip-enabled in accordance with Interac's testing standards. AFDs not covered by the preceding sentence must meet the following deadlines for being fully compliant and chip-enabled in accordance with Interac's testing standards: (i) 75% of AFDs by December 31, 2014; and (ii) 100% of AFDs by December 31, 2015. Non-compliance with the timelines in this section is subject to sanctions.

The Interac Association and its members must be fully indemnified for any and all losses confirmed to have been caused by an AFD's failure to meet Interac's security standards required for certification if such AFD was deployed after June 30, 2005. Accordingly, in consideration for Global's processing of debit transactions originating from such non-certified AFDs and the associated risk of loss, Merchant assumes such risk and acknowledges Global's right to recover from Merchant all penalties and sanctions arising from Merchant's failure to comply with the timelines set forth above in this section, and all losses caused by an AFD's failure to meet Interac's security standards required for certification if such AFD was deployed after June 30, 2005. The foregoing remedies are in addition to any and all other rights and remedies available to Global under this Agreement.

5. DATA SECURITY. Merchant is responsible for the security of all equipment utilized by Merchant and is liable for any unauthorized use of such equipment, regardless of whether such unauthorized use was made by Merchant, Merchant's employees, agents, customers or other third parties. Interac mandates that all merchants must convert their non-AFD point of sale equipment connected to the *Interac* Direct Payment network to be chip-enabled in accordance with the following schedule: (i) 60% by December 31, 2012, and (ii) 100% by December 31, 2015. Non-compliance with the foregoing timeline is subject to sanctions.

Merchant is responsible for reviewing the user documentation for all equipment and knowing the equipment's capabilities, including but not limited to the "returns" function. Upon receipt of point of sale equipment, Merchant must immediately replace any pre-programmed or default password with a personal and confidential password of Merchant's choosing and subsequently change the password on a regular basis. Any losses incurred in connection with misuse of Merchant's password will remain Merchant's responsibility. Global assumes that all debit transactions initiated at a point of sale station were authorized by Merchant. Merchant will ensure that all point of sale stations are monitored during business hours to prevent unauthorized use or device tampering and closed/turned off and unavailable for use after business hours. Merchant agrees to advise Global immediately if any point of sale terminal or PIN pad has been lost or stolen or if there is a suspicion that any point of sale station or PIN pad may have been tampered with. Merchant agrees to maintain accurate logs of employee shifts, keep such logs for a minimum of one (1) year and provide these logs to Global (with or without employee names) within 24 hours of a request to do so as part of an investigation of a payment card fraud incident.

Merchant is responsible for keeping confidential all information relating to Merchant's customers. Except as specifically required by law, Merchant may not use, disclose or remit to any third party the names or account numbers or other transaction information appearing on a card or contained on its magnetic stripe or chip (or recorded on any document or form evidencing such information) for purposes other than for the sole purpose of completing a credit or debit transaction, as applicable. Merchant agrees to store all tangible records of transaction information, including but not limited to sales drafts and transaction receipts, in a secure area limited to selected personnel, and, prior to discarding, to destroy the information in a manner rendering it unreadable. Merchant agrees that representatives of Global, Member, and/or the payment networks may inspect Merchant's premises, point of sale terminals, PIN pads and computers for the purpose of verifying that cardholder names, account numbers and other transaction information is securely stored and processed, and Merchant furthermore agrees to cooperate with them in any investigation of suspected or confirmed loss or theft of cardholder names, account numbers or other transaction information.

Merchant acknowledges and agrees that Global or its designated agents perform a due diligence review to determine that Merchant is able to comply with all applicable requirements for the debit services, including but not limited to security and technical standards specified by Global, Interac and/or additional debit networks. Merchant acknowledges that additional due diligence may be conducted by Global or its designated agents in the event of a change in control of Merchant's business. Global shall not be required to provide the debit services to Merchant if Global determines that to do so would pose a material risk to the security or integrity of the debit services.

Merchant agrees to comply with, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Agreement to comply with and be bound by, the rules and regulations of the payment networks related to cardholder and transaction information security including, without limitation, all rules and regulations imposed by the Payment Card industry (PCI) Security Standards Council, including the PCI Data Security Standard as it may be modified and amended from time to time (available at the PCI Security Standards Council web site www.pcisecuritystandards.org), VISA's Account Information Security Standards, Mastercard's Site Data Protection Program, the American Express Data Security Requirements (available at www.americanexpress.ca/dsr), as well as all other payment network requirements related to cardholder and transaction information security. VISA, Mastercard, and American Express web sites provide merchants with detailed information, which may be modified from time to time, regarding compliance with data privacy and security obligations. Merchant shall notify Global immediately of any suspected or actual data security incident.

Merchant is also responsible for security measures to protect customers' PINs and Member's cryptographic keys loaded on Merchant's point of sale terminals. Merchant is responsible for installing all equipment in such a way that customers can enter their PINs in a confidential manner. Merchant agrees never to ask a cardholder for his or her PIN, nor to use any other means of capturing his or her PIN. Merchant agrees to follow security procedures as advised by Global and to ensure that Merchant's employees are familiar with them.

Merchant is solely responsible and bears all liability for any losses arising from its relationship with third parties that provide products and/or services related to payment processing or that facilitate Merchant's ability to accept credit or debit cards. Without limiting the foregoing, if Merchant makes arrangements with a third party for the purpose of collecting, processing or storing cardholder names, account numbers or other transaction information, including but not limited to third party processors, equipment providers and/or value added resellers (VARs), Merchant is responsible for ensuring such third party's compliance with payment network requirements related to cardholder and transaction information, confidentiality and security, including but not limited to the PCI Data Security Standard. Merchant must execute with such third party a written contract that includes obligations substantially similar to the ones in this Agreement relating to cardholder and transaction information confidentiality and security, PCI compliance and the right to inspect the third party's premises, point of sale terminals, PIN pads, computers and any other applicable equipment to validate compliance.

Merchants and their third party service providers and data storage entities that use wireless LAN technology to connect networks or servers that process or store transactions, cardholder or account data must comply with all of the following requirements: (i) Wi-Fi protected access (WPA) technology must be implemented for encryption and authentication when the wireless LAN technology is WPA-capable, using the latest available version of the WPA security protocol. Use of a virtual private network (VPN) is also recommended. (ii) When the wireless LAN is not WPA-capable, a VPN must be implemented. (iii) Wireless Equivalent Privacy (WEP) must not be the sole method used to protect confidentiality and access to a wireless LAN.

6. MARKETING. Merchant shall prominently display the card issuer service marks and promotional materials supplied by Global. Merchant shall cease to use or display such service marks immediately upon notice from Global or upon termination of the Agreement.

Merchant acknowledges that it is familiar with the names, logos, symbols, trademarks and payment cards of VISA Inc., Mastercard Worldwide, American Express, Discover Financial Services LLC, and Interac Association and any other payment network applicable to the Services selected by Merchant. Merchant agrees to submit to Global for its prior approval any advertising by Merchant that uses payment network names, logos, symbols, trademarks or any representation of them.

7. PAYMENT, CHARGES AND FEES. Fees and charges payable by Merchant are as set forth in the Merchant Application, which may be modified from time to time by mutual agreement of the parties or as otherwise set forth herein. Merchant will be paid for receivables purchased under the Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the receivables purchased less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any receivables that arise out of a transaction not processed in accordance with the terms of this Agreement or the rules and regulations of a payment network. Availability of any such funds shall be subject to the procedures of Merchant's financial institution. All deposit figures are subject to final review and, in case of any type of overpayment to Merchant or other inaccuracies, Merchant's account will be debited or credited without notice for any deficiencies or overages, as the case may be. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant will be charged a fee, called a discount rate, and/or a per-item charge on all transactions from Merchant's location(s). Quoted fees apply to transactions that clear as priced. Transactions that do not clear as priced will be subject to Interchange Downgrade Fees ("IDF") that will be billed back to the Merchant and reflected on the Merchant's monthly statement. See the section of this Agreement entitled "Interchange Downgrades & Cross-Border Fees" for more information. Merchant agrees to pay and Merchant's account(s) will be debited for (a) the discount, fees, chargebacks, and other fees and charges described in the Agreement; (b) all fees, fines, penalties, etc. charged or assessed by the payment networks on account of or related to Merchant's processing hereunder, including, without limitation, with regard to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Agreement; and (c) any charges related to deposit errors, including but not limited to batch error fees. All fees and charges for the Services are subject to change and may be amended by Global upon ninety (90) days' prior written notice. However, notwithstanding any provision to the contrary set forth herein, but without limiting Merchant's right to terminate for a price increase as described in Section 15 below, Global may increase any fees upon shorter notice if a payment network or a government entity increases the fees payable by Member and/or Global in connection with the processing of Merchant's transactions, and Global did not receive sufficient prior notice of such increase to reasonably permit Global to comply with the foregoing time frames; in such event, the amount of prior notice to Merchant shall be reasonable under the circumstances, and the increase shall become effective as to Merchant no later than such increase becomes effective as to Member and/or Global. Furthermore, Global has the right to modify Merchant's pricing at any time pursuant to a pre-determined fee schedule, provided that the applicable fee schedule for such modified pricing has been included as part of this Agreement; in the event of a pricing change pursuant to such pre-determined fee schedule, Merchant's right to terminate for a price increase as described in Section 15 of this Agreement does not apply.

Global shall have the option of imposing an administrative fee for each month in which Merchant does not process any transactions. Furthermore, cancellation fees as described in Section 15 below will be charged if Merchant terminates the Agreement, either expressly or as evidenced by Merchant's actions, and such termination does not comply with the terms set forth herein. Merchant is responsible for reviewing monthly billing statements, invoices and other billing-related information provided by Global. In the event of discrepancies or billing errors, Merchant must notify Global within 60 days of the date of the applicable statement, invoice or billing-related document; otherwise, Merchant is deemed to have accepted the fees and charges set out therein.

Merchant agrees that all amounts owed hereunder constitute a debt that is payable on demand and that Merchant's account(s) and/or other accounts maintained by you at any financial institution may be debited by Member or Global for this debt without prior notice. The provision of the services hereunder is contingent upon the foregoing, and any attempt by Merchant to revoke this consent shall be considered a default by Merchant hereunder. Merchant agrees not to directly or indirectly prevent, block or otherwise preclude any debit by Global or Member that is permitted under this Agreement. Merchant agrees that any withdrawals by Member or Global under the Agreement from Merchant's account(s) at any financial institution are pre-authorized debits ("PADs") for business purposes, as defined under Rule H1 of the Canadian Payments Association Rules. **Merchant hereby waives the right to receive advance notice from Member and/or from Global of any and all debits by Member and/or by Global from any such account. Additional mandatory provisions pertaining to PADs are set forth in the Merchant Application, and such provisions are incorporated herein by reference.** If there are insufficient funds in Merchant's account, Merchant will immediately pay Global the amount owed upon demand. If any such debit results in an overdraft in the Merchant's account, Merchant will, on demand, pay the amount of such overdraft to such applicable financial institution, and Global shall have no liability whatsoever for any overdraft amounts resulting from any debits made in accordance with the terms of this Agreement. Merchant represents, warrants and covenants that no one other than Merchant has any claim against such receivables except as authorized in writing by Global on behalf of itself and Member. Merchant hereby assigns to Global all of its right, title, and interest in and to all receivables submitted hereunder.

8. EQUIPMENT AND THIRD PARTY SERVICES. Pursuant to a separate written agreement, Merchant may rent or purchase equipment from Global Payments Canada GP ("Global Canada") for all credit card authorization, draft deposit, and debit card transactions. Merchant must notify Global if Merchant elects to use any other provider's equipment/terminals (called "third party equipment"). Note: Global Canada equipment that Merchant leases through a leasing company referred by Global Canada is not considered to be "third party equipment" for purposes of this paragraph. If Merchant uses any third party equipment, such third party becomes Merchant's agent for the delivery of transactions to Global via the applicable processing network. Merchant assumes full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable payment network, including any violation that results in a chargeback to Merchant. Merchant agrees to ensure that such third party equipment conforms to the PCI Data Security Standard and is installed in accordance with Global's standards, and Merchant agrees to comply with the other rules and regulations imposed by Global and by the applicable associations and networks from time to time in connection with such equipment. Merchant remains liable to Global and Member to process and submit sales drafts according to the Agreement. Global and Member are not liable for any losses arising out of the use of third party equipment.

Interac, VISA and Mastercard have mandated that all POS PIN Pad devices deployed by merchants after December 31, 2007 must be PCI-compliant and, in the case of Interac, such equipment must also be certified in accordance with Interac-specific technical specifications and testing requirements (TSTR). Merchant agrees to comply with the foregoing mandate.

Merchant acknowledges that after the date mandated by each respective payment network (the network's "Liability Shift Date"), liability arising from transactions made with fraudulent cards (counterfeit, lost and stolen, NRI (not received as issued), or other) will be the merchant's responsibility if such merchant has not converted its point of sale equipment to be chip-enabled. The Liability Shift Dates for the payment networks are as follows: Visa and Mastercard have implemented a domestic Liability Shift Date of March 31, 2011; American Express has implemented a domestic Liability Shift Date of October 31, 2012; Discover has implemented a domestic Liability Shift Date of October 1, 2015 (for pay-at-the-pump transactions, the Liability Shift Date is October 1, 2017). Interac does not have a Liability Shift Date; however, Interac has mandated that all Interac debit acceptance devices be chip-compliant and chip-enabled as detailed in Sections 4 and 5 of this Agreement.

Merchant is responsible for the layout costs of Merchant's place of business as well as the service charges for the installation and rental of the communication lines payable to the supplier of such services. In the event that Merchant requests Global to install the communication lines, Merchant agrees to pay the installation fees and service charges billed by Global in connection therewith.

Merchant acknowledges that some of the services to be provided to Merchant hereunder may be provided by third parties. Merchant agrees that, except for its right to use such services in connection with this Agreement, Merchant acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Agreement and that Merchant is not a third party beneficiary of any agreement between such third party and Global or Member, as applicable. Merchant may not resell to any other entity the services of any third party providing services under this Agreement.

9. FINANCIAL INFORMATION. Merchant agrees that Global or Member may obtain whatever commercial and credit information it deems appropriate with respect to Merchant. Merchant agrees to furnish Global and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global may from time to time request on behalf of itself and Member. In the event that Global requests financial statements and information concerning Merchant's owners, principals, partners, proprietors and affiliates to meet Global's and Member's criteria for such risk management evaluation, it shall be Merchant's responsibility to provide such information to Global, as well as all necessary legal consents from such persons and entities in a form provided by Global. In the event that such information and/or consents are not provided, Global and Member may elect, without liability or penalty, to cease or refuse to commence providing Services, and Merchant agrees that Global and/or Member may seek injunctive relief in connection therewith. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global and/or Member. Merchant authorizes Global to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor or managing agent of Merchant, and Merchant agrees to obtain all necessary legal consents from such persons and entities in a form provided by Global. Subsequent credit reports may be ordered in connection with updating, renewing or continuing the Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global will provide the name and address of the consumer credit reporting agency furnishing such report, if any.

Global, Member or their duly authorized representatives may examine the books and records of Merchant, including records of all receivables previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales drafts and credit vouchers submitted to Global for a period of one year from submission, or for such longer period of time as may be required by the operating rules or regulations of the payment networks, by applicable law, or by Global as specifically requested in writing in individual cases.

10. CHANGE IN BUSINESS. Merchant agrees to provide Global sixty (60) days prior written notice of its intent to (a) transfer or sell a substantial portion (10% or more) of the Merchant's stock or assets; or (b) change the basic nature of its business or the way it is conducted; or (c) convert all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not physically present and swiped through Merchant's terminal, unless Merchant has indicated on the Merchant Application that Merchant accepts such transactions; or (d) liquidate its business. Upon the occurrence of any such event, the terms of the Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable payment networks. If Merchant wishes to change its designated merchant bank account, Merchant shall provide written notice of the new bank and/or account number in accordance with the procedures set forth in Section 26 of this Agreement.

11. TRANSFERABILITY. This Agreement is binding upon the parties, their heirs, successors, and assigns. The Agreement is not transferable by Merchant without the written consent of Global. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global hereunder may be transferred by Global without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other payment network member without notice to Merchant. Notice of any such assignment will be delivered to Merchant by Global within a reasonable time thereafter.

12. WARRANTIES AND REPRESENTATIONS. Merchant warrants, represents and covenants to Global and Member that: (a) each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales draft as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defence, setoff or other adverse claim whatsoever; (b) each sales draft or other evidence of indebtedness will accurately describe the goods and services that have been sold and delivered to the cardholder or in accordance with his/her instructions; (c) Merchant will comply fully with all federal, provincial and local laws, rules and regulations applicable to its business; (d) Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) the signature on the sales draft will be genuine and authorized by cardholder and not forged or unauthorized; (f) the sales transaction shall have been consummated and the sales draft prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable payment network, as amended from time to time; (g) transaction information, including cardholder names and account numbers, shall be used solely to complete the transaction or to re-present a chargeback with respect to such transaction, and the handling,

retention and storage of transaction information will comply with the provisions of the Card Acceptance Guide, applicable laws and the operating regulations and rules of the payment networks, including without limitation the PCI Data Security Standard, as any of which may be modified from time to time; (h) none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized on the Merchant Application to submit such sales drafts for purchase; (i) Merchant will not submit a transaction to Global and Member for processing until the goods are shipped or services performed, as applicable, unless otherwise permitted by the payment networks; (j) none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant; (k) all of the information contained in the Merchant Application is true and correct; and (l) Merchant is not a resident of the U.S. and is not subject to U.S. taxes. In the event that any foregoing warranty, representation or covenant is breached, the affected transaction may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a transaction that is not the result of a sale of Merchant's goods or services offered to the general public, or if Merchant submits any transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back, and Merchant hereby agrees to pay, and Merchant's account(s) will be debited for, an additional fee (currently, \$100) for each such transaction.

NEITHER MEMBER, NOR GLOBAL, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES FURNISHED HEREUNDER.

13. INDEMNITY. Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder or any other person or entity. Merchant agrees to indemnify and hold Global and Member harmless from and against any and all liabilities, losses damages, and disputes, offsets, claims or counterclaims made by a cardholder or any other person or entity, including any fines and penalties issued by Visa, Mastercard, American Express, Discover, Interac, UP or any payment network, and any other fees, costs and related losses arising out of or relating to the processing of transactions by Global and Member at Merchant's location(s), any unauthorized use of a Service or a piece of equipment, and/or Merchant's recovery or attempted recovery of payment cards that the Member requests Merchant to recover.

14. LIMITATION OF LIABILITY. Neither Member nor Global shall be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labour or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

The liability, if any, of Global and Member for any loss arising out of or relating in any way to this Agreement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one (1) month's average charge paid by Merchant hereunder (exclusive of interchange fees, assessments and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for Services during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of the Agreement. This shall be the extent of Global's and Member's liability arising out of or relating in any way to this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against Global or Member, whether contract, tort or otherwise, and the foregoing shall constitute Merchant's exclusive remedy. Under no circumstances shall Global or Member be liable for any lost profits, lost interest, other economic loss due to the Agreement or for indirect, special, consequential, punitive or exemplary damages arising out of or relating in any way to this Agreement, including but not limited to, damages arising out of placement of Merchant's name on any terminated merchant list for any reason, even if Global or Member has been advised of the possibility of such damages. Under no circumstances shall Global or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's sole recourse therefor shall be to the applicable card issuer.

It is agreed that in no event will Global or Member be liable for any claim, loss, billing error, damage, or expense caused by Global's or Member's performance or failure to perform hereunder which is not reported in writing to Global by Merchant within thirty (30) days of such failure to perform or, in the event of a billing error, within 60 days of the date of the invoice or applicable statement, and Merchant expressly waives any such claim that is not brought within the time periods stated herein.

15. TERM AND TERMINATION. This Agreement shall remain in full force and effect for the initial term set forth in the Merchant Application that is part of this Agreement and shall be automatically extended for successive renewal periods, the length thereof also set forth in the Merchant Application, on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination at least ninety (90) days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Agreement will terminate at the end of the then-current term.

If Merchant terminates this Agreement and such termination does not comply with the terms of this Section 15, Merchant will be charged, at Global's option, either a cancellation fee of \$500 per location or an amount equal to the average monthly fees assessed to Merchant under the Agreement (exclusive of interchange fees and other fees or assessments imposed by a third party in connection with Merchant's payment processing) multiplied by the number of months remaining in the then-current term of the Agreement. Such amount(s) shall be immediately due and payable to Global, and Merchant hereby authorizes Global to accelerate the payment of such applicable amount(s), and immediately on or after the effective date of termination, to deduct such total amount(s) from Merchant's bank account or to otherwise withhold the total amount(s) from amounts due to Merchant from Global. If such merchant bank account does not contain sufficient funds for the debit or the amount(s) cannot be withheld by Global from amounts due to Merchant, Merchant shall pay Global the amount due within ten (10) days of the date of Global's invoice for same. The parties have agreed that the payment as described in this paragraph is not a penalty, but rather an amount stipulated by the parties to be a reasonable amount of liquidated damages to compensate Global and/or Member for termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global or Member may continue to provide), which shall be an additional cost, and any and all other damages and equitable remedies to which Global and/or Member may be entitled hereunder.

Notwithstanding the foregoing, Global may terminate the Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global may terminate the Agreement at any time without notice upon Merchant's default in performing under any provision of the Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a payment network, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against Merchant, upon a material change in Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global reasonably deems itself insecure in continuing the Agreement. In the event that Global required Merchant to provide a guarantor of Merchant's obligations under

the Agreement, Global may terminate the Agreement with immediate effectiveness if such guarantor terminates the guarantee or if Merchant attempts to substitute a different guarantor without Global's prior written consent.

During the initial or any renewal term of this Agreement, in the event of an increase in Global's fees or charges for the Services, or a reduction in applicable interchange rates that is not passed through to Merchant in full, Merchant may, by giving written notice to Global at any time within ninety (90) days following notice of a fee increase or the introduction of a new fee, or within ninety (90) days following notice of a reduction in applicable interchange rates that is not passed through in full, terminate this Agreement without penalty, either as of the effective date of the change or as of a later specified date. Failing such notice from Merchant, this Agreement shall remain in full force and effect. In any event, the increased charges shall apply to services performed by Global after the effective date of the change. The foregoing termination right for price increases is not applicable with respect to an increase made in accordance with a pre-determined fee schedule, provided that such fee schedule is included as part of this Agreement. In the event that Merchant has entered into a Point-of-Sale Equipment Agreement with Global Payments Canada GP ("Global Canada") for terminal and equipment services, Merchant may also, by giving written notice to Global Canada at any time within ninety (90) days following a fee increase or the introduction of a new fee, terminate the Point-of-Sale Equipment Agreement without penalty, either as of the effective date of the change or as of a later-specified date. Failing such notice from Merchant, the Point-of-Sale Equipment Agreement shall remain in full force and effect.

In the event that Global/Member breach the terms and conditions hereof, Merchant may, at its option, give written notice to Global and Member of its intention to terminate the Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make the Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales drafts or credit vouchers that is accepted by Global and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to its account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of the Agreement shall not affect the parties' rights and obligations which have accrued prior to termination or which relate to any receivables purchased hereunder prior to termination, including but not limited to chargebacks, even if such chargebacks are initiated or come in after termination. Without limiting the foregoing, the provisions of Sections 4, 5, 7, 9, 11-18, 20-24 and 26-28 and 31-32 shall survive termination of the Agreement. In the event of termination, all supplies and/or advertising materials provided by Member or Global, Card Acceptance Guides and operating instructions must be returned immediately to Global at Merchant's expense, and Merchant shall not represent thereafter that it honours payment cards except to the extent Merchant subsequently enters into a separate agreement or agreements with another bank or banks, as applicable, for the processing of such payment cards.

16. RETURNED ITEMS/CHARGEBACKS. If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global or Member has any reason to believe a receivable previously purchased is questionable, not genuine, or is otherwise unacceptable under payment network regulations, the amount of such receivable may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the payment networks with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide to Global and Member in connection with a chargeback or for any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide, however such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or deducting it from the Reserve Account, Merchant shall, upon demand by Global, pay Global the full amount of the chargeback. If Merchant exceeds the thresholds for fraudulent transactions or chargebacks as established from time to time by Mastercard or VISA, Merchant will be subject to the appropriate Mastercard or VISA charges levied for non-compliance. American Express may, at its sole discretion, place Merchant in any of its chargeback programs. **Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales drafts can be returned or charged back to Merchant like any other item hereunder.** Merchant acknowledges that all sales processed where the card is not physically present (telephone order, mail order and Internet sales) are subject to an increased risk of chargeback, for which the merchant is held responsible.

17. RISK MANAGEMENT. At any time, Global and/or Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations to such party under the Agreement ("Reserve Account"). The Reserve Account may be funded, at Global's sole discretion, through any or all of the following: (a) Direct payment by Merchant - At the request of Global or Member, Merchant will deposit funds to be held as a Reserve Account; (b) The proceeds of receivables presented for purchase; or (c) The transfer by Global and Member of funds withdrawn from any of the accounts referred to in Section 7 or any other accounts, including certificates of deposit, maintained by Merchant or, if applicable, Merchant's guarantor (subject to the terms of the relevant guarantee document) with any designated depository or other financial institution. Merchant's obligations under the Agreement may be satisfied from any such account. Merchant authorizes Global or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. This Agreement may be terminated immediately by Global or Member without notice if Merchant revokes such authorization. Merchant hereby agrees that Global and Member may deduct from the Reserve Account any amount owed to such party in accordance with the Agreement. Any Reserve Account will be non-interest bearing and its funds may be held until the expiration of any potentially applicable chargeback rights in respect of purchased receivables under the rules and regulations of the payment networks, which holding period may extend beyond termination of the Agreement. Without limiting the generality of the foregoing, Merchant shall, upon termination of the Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held as a Reserve Account in accordance with the terms of the Agreement.

Merchant hereby irrevocably authorizes Global and Member to instruct any financial institution holding any of the accounts described in the preceding paragraph to transfer funds to Member from any of Merchant's accounts at such financial institution, and Merchant agrees that such financial institution shall be unconditionally authorized to act upon such instruction without any further confirmation or authorization from Merchant. Merchant will hold harmless Global, Member and the financial institutions and indemnify them for any claims or losses they may suffer as a result of honouring withdrawal requests from Global or, when applicable, Member under the terms of this Agreement.

Upon Global's request, Merchant agrees to give Global and Member a security interest in (and, in Quebec, an hypothecation on) all said accounts. When requested by Global, Merchant agrees to execute and deliver any security agreement or other documents reasonably required to document or perfect Global's security interest in (and/or hypothecation on) such accounts, all at Merchant's sole cost and expense. It is understood and agreed that the rights of Global under such security interest or hypothecation shall be in addition to the rights and/or remedies otherwise available to Member and Global under the terms of the Agreement, and not in limitation thereof.

18. DEFAULT. Upon failure by Merchant to meet any of its obligations under the Agreement (including funding the Reserve Account), any of the accounts referred to in Section 7 or any other accounts belonging to Merchant held by any designated depository (or by any other financial institution) may be debited without notice to Merchant.

Merchant agrees that, in the event of a default by Merchant under the terms of the Agreement, Member has a right of set off and compensation, and may apply any amounts owing to Merchant hereunder, towards the payment of any amounts owing by Merchant under the terms of the Agreement. Merchant agrees that Member's right of set off and compensation is in addition to any other rights Global and Member may have under applicable laws.

19. AMENDMENTS. The Agreement may be amended only in writing signed by Global, Member, and Merchant, except that (a) any and all fees, charges, and/or discounts (including without limitation IDFs) may be changed by Global in accordance with the terms of Section 7, (b) the Card Acceptance Guide may be changed immediately by Global and (c) Global may mail Merchant either a notice describing amendments to the Agreement or an entirely new agreement, which amendments or new agreement will be binding upon Merchant if Merchant deposits sales drafts or credit vouchers after the effective date of such amendment or new agreement set forth in Global's notice.

20. WAIVER. No provision of the Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

21. EXCHANGE OF INFORMATION. Merchant hereby authorizes Global and/or Member to exchange information about Merchant (and about its partners, owners, principals, proprietors, officers, shareholders and managing agents that have provided their written consent pursuant to the Agreement) with other financial institutions, payment networks, and any other persons for the purpose of providing the services contemplated in the Agreement. Merchant authorizes Global to use information concerning Merchant for data collection and aggregation for statistical analysis, marketing purposes and any other purposes relating thereto, and to disclose such information to any payment network, financial institution, or other third party. From time to time, Global may make information about Merchant's business available to entities that have products or services that may be of interest to Merchant. It is understood, however, that personal information regarding Merchant's customers ("Personal Data") shall not be used in any way by Global or Member contrary to any applicable laws. Global shall take all reasonable means and precautions to keep Personal Data confidential, and after the Personal Data is no longer needed to fulfil the purposes of this Agreement, such Personal Data shall be deleted or destroyed, as applicable, according to Global's regular established data retention schedule. Global agrees to promptly respond to all inquiries from Merchant relating to the processing of Personal Data.

22. MISCELLANEOUS – CHOICE OF LAW / LEGAL ACTION. The Agreement will be governed by and construed solely in accordance with the laws of Ontario and the laws of Canada applicable therein, without regard to any conflicts of law provisions. Notwithstanding the foregoing, Global may conduct such information searches or reviews as may be required by the laws of Canada or the U.S. Should it be necessary for Global or Member to defend or enforce any of its rights under this Agreement in any collection or legal action, Merchant agrees to reimburse Global and/or Member, as applicable, for all costs and expenses, including reasonable attorneys' fees, as a result of such collection or legal action. Merchant waives trial by jury and the right to interpose setoffs of any kind in any litigation arising out of or relating to this Agreement. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide (the "American Express Guide") attached as an appendix to the Card Acceptance Guide. If any provision of the Agreement is declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision, as to that jurisdiction, shall be ineffective to the extent of such invalidity, illegality or unenforceability and shall be severed from the balance of the Agreement, all without affecting the remaining provisions of the Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Paragraph headings are included for convenience only and are not to be used in interpreting the Agreement.

23. NOTICES. All notices required by the Agreement shall be in writing and shall be sent by overnight courier or by regular or registered mail. In addition, notices from Global may be sent to Merchant by facsimile or e-mail or reflected on merchant's monthly statement. All notices sent to Global or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road, Suite 3000, Atlanta, Georgia 30326. Merchant shall refer all disputes regarding the Services directly to Global. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or five (5) business days after sending such notice to the address provided by Merchant in the Merchant Application or to any other physical address, fax number or e-mail address to which notices, statements and/or other communications are sent to the Merchant hereunder. A party hereto may at any time, by giving written notice to the other party, change the name and address of the person to whom notices or other documents required under the Agreement must be sent.

24. MERGER. This Agreement, including these Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global and Member with respect to the subject matter hereof, and supersedes all prior memoranda or agreements relating thereto, whether oral or written, express or implied.

25. EFFECTIVE DATE. The Agreement shall become effective only upon acceptance by Global and Member, or upon the submission of a transaction by Merchant to Global hereunder, whichever event shall first occur.

26. DESIGNATION OF DEPOSITORY. The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution for debits and credits hereunder. Merchant agrees that it must maintain an account with such depository at all times during the term of the Agreement and thereafter until all obligations of Merchant are paid in full hereunder. Merchant authorizes payment for receivables purchased hereunder to be made by paying such depository therefor with instructions to credit Merchant's account. Depository, Member, and/or Global may charge any of Merchant's accounts at such depository for any amount due under the Agreement. Global must approve in writing any proposed changes to the account numbers or to the designated depository institution. If Merchant wishes to change its designated merchant bank account, Merchant shall provide written notice of the new bank and/or account number by registered mail to: Global Payments Direct, Inc., Attention: Canadian Account Changes c/o P.O Box 4010, Station B, Etobicoke, ON, M9W 7H8, or to such other address as provided by Global. Such account change shall be effective on a date to be scheduled by Global within thirty (30) days after Global's receipt of such notice. In the event that Merchant wishes to have payment for receivables purchased hereunder to be transferred at the end of each banking day to an account specified at a different financial institution specified by Merchant ("Push Funds"), Merchant will execute and deliver to Global a Push Funds amendment, in the form specified by Global, which will include a Push Funds Authorization and Direction document to be provided by Global or Member to the newly designated financial institution.

27. FINANCIAL ACCOMMODATION. The acquisition and processing of sales drafts hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy or becomes subject to restructuring or insolvency proceedings, the Agreement cannot be assumed or enforced, and Global and Member shall be excused from performance hereunder.

28. INTERCHANGE DOWNGRADES & CROSS-BORDER FEES. Merchant pricing appears in the fee schedule of the Merchant Application. Transactions that do not clear as priced will be subject to Interchange Downgrade Fees ("IDF") that will be billed back to Merchant and reflected on Merchant's monthly statement. IDF can be minimized by using a product that supports the authorization and market data requirements established by the payment networks, which are subject to change from time to time. (An example of such a requirement is to process a transaction fully electronically rather than manually keying the transaction.) Some IDF may also occur on specific types of cards (including without limitation Visa and/or Mastercard commercial cards (i.e.; Business Cards, Corporate Cards, Fleet Cards, Purchase Cards), Visa Rewards Cards, Visa Signature Cards, Visa Signature Preferred Cards, Visa Infinite Cards, Mastercard Rewards Cards, Mastercard World Cards, Mastercard World Elite Cards and some "foreign" cards issued outside Canada). For more information concerning IDF, Merchant may wish to check the Global Payments Inc. website (www.globalpaymentsinc.com/canada) for best practices information and to license BusinessView for transaction detail review.

The items listed in this Section 28 are not, nor are they intended to be, a comprehensive list of all instances in which IDF may apply. Interchange Downgrade Fees may apply in additional situations. All IDF include additional fees assessed by Global and the applicable payment network.

Merchant will also be assessed Cross-Border fees for international transactions. Any transactions between Merchant and a cardholder outside Canada will be assessed an additional fee. Such assessments are reflected on Merchant's monthly statement.

29. DISCOVER PROGRAM MARKS. Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global pursuant to this Agreement or otherwise approved in advance in writing by Global. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

30. AMERICAN EXPRESS/JCB CARD ACCEPTANCE.

For the avoidance of doubt, Merchant hereby acknowledges and agrees, for the purposes of this Section 30, references to American Express cards shall also apply to JCB cards. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Operating Guide (available at www.americanexpress.ca/optblueguide) is hereby incorporated by reference into this Agreement. In addition, Merchant hereby authorizes Global to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services sold (other than those goods and services prohibited under the American Express Operating Guide, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by law. Merchants that accept American Express cards are not obligated to accept JCB cards; Merchant shall so indicate its preference on the Merchant Application. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global may disclose American Express Transaction Data (which for purposes of this Section 30 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express OptBlue™ Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global customer service as described in this Agreement. For purposes of this Section 30, "Merchant Data" means names, postal and email addresses, and names of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted to from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 30 means an American Express Program Merchant with either (i) greater than \$500,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global, its affiliated entities and/or any other cash advance funding source that partners with Global or its affiliated entities, without consent of American Express.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global customer service as described in this Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Cardmember for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide. In the event that Global shall cease to be a Participant of the American Express OptBlue™ Program, the rights and obligations of Global hereunder with respect to American Express card acceptance may be transferred to American Express without notice to Merchant.

31. REALEX GATEWAY: ADDITIONAL TERMS AND CONDITIONS

This Section applies if a Merchant has elected to receive Realex gateway services ("Gateway Services") pursuant to this Agreement. Merchant understands that Member is not involved in providing such Gateway Services and agrees to look solely to Global or Global's partners for remedies, losses or damages related to such services.

A. Definitions. The following terms as used herein shall be given the following meanings herein:

"**Authorized User**" means any of Merchant's employees or others whom Merchant authorizes from time to time to issue Customer Instructions.

"**Customer Instruction**" means any request, transaction or instruction sent through the Gateway Services.

"**Primary User**" means an Authorized User entrusted with the ability to appoint further Authorized Users.

B. License. Global grants Merchant a non-exclusive, non-transferable license to use the Gateway Services during the term of the Agreement. Except for the specific rights granted to Merchant by this license, Merchant shall acquire no rights whatsoever in relation to the Gateway Services. Where any software is supplied and/or configured by Global pursuant to this Section 31 and this Agreement for use by Merchant, Global grants Merchant a limited, personal, non-exclusive, non-transferable license to install and use the software for use solely for the purpose of availing itself of the Gateway Services pursuant to the terms hereof and for no other purpose whatsoever.

C. Gateway Services.

- i. Merchant shall receive the Realex Gateway Services and such other Gateway Services as agreed upon by Global and the Merchant from time to time.
- ii. In order to utilize the Gateway Services, Merchant shall, at its sole cost, integrate Merchant's internet website and other systems in accordance with the reasonable technical instructions provided by Global in connection herewith. Merchant may access certain technical instructions, application programming interfaces (APIs) and other software at www.realexpayments.com.
- iii. Global and Merchant shall agree on a timetable for the installation, acceptance and launch of the Gateway Services. Both parties shall use reasonable endeavors to perform their obligations under this Section 31 and this Agreement in accordance with the mutually-agreed upon timetable. However, the parties agree that time shall not be of the essence with respect to this Section 31.
- iv. From time to time, Global may release upgrades or enhancements which must be implemented by Merchant. Global will notify Merchant of such mandatory upgrades or enhancements and will not charge Merchant for the use thereof. Any optional upgrades or enhancements offered by Global shall be available to Merchant at Global's then applicable pricing.

D. Registration; Authorized Users. As part of the registration process Merchant must nominate a Primary User who will have full authority to request access or control rights to other Authorized Users. Merchant agrees to ensure that each of its Authorized Users will comply with the terms of this Section 31 and any policies, procedures and/or guidelines provided by Global in connection herewith. Merchant will ensure that all passwords are secure and secret at all times and Merchant shall prevent the unauthorized use of any passwords utilized in connection with the Gateway Services. For the avoidance of doubt, Merchant is responsible for the acts and omissions of all Authorized Users and agrees to immediately notify Global of any unauthorized use of or access to the Gateway Services. Merchant shall never reveal any passwords utilized in connection with the Gateway Services to anyone else, including without limitation Global or its employees.

E. Merchant Obligations. Merchant assumes full and sole responsibility for the following:

- i. Ensuring Merchant's systems and sales application(s) are capable of collecting all transaction information;
- ii. Ensuring the Merchant's systems and sales application(s) are secure and contain appropriate legal terms, conditions of use, and an appropriate and accurate privacy policy;
- iii. Ensuring that all necessary regulatory or other consents or authorizations are in place prior to utilizing the Gateway Services;
- iv. Any representations Merchant makes to its customers concerning the Gateway Services, including without limitation, any communications relating to the availability or non-availability of funds;
- v. Storing and making back-ups of all data; and
- vi. Registering, administering, managing and removing RealControl user accounts Merchant employs.

F. Acceptance of Cards; Authentication; Chargeback

- i. For each transaction that Merchant submits, Merchant must follow all the relevant steps and procedures described in this Section 31, the Agreement and any and all customer guides, notices, guidelines provided by Global as well as the rules and regulations of any applicable payment network. Submitting transactions via the Gateway is solely at Merchant's own risk, regardless of the amount of the transaction or whether any requests for authorization or other enquiries have been made to Global. Merchant is prohibited from sending Global unencrypted transaction information; transaction information must be encrypted at a 128-bit minimum.
- ii. Merchant acknowledges that the use of the authentication process for transactions utilizing Mastercard and Visa branded payment devices via the Gateway Services reduces certain risks associated with electronic payment acceptance. If a cardholder's identity is successfully authenticated through Mastercard's "SecureCode" or Visa's "Verified by Visa" offerings using the Gateway Services, then a chargeback will not occur solely because the cardholder denies undertaking a transaction. If the cardholder's identity cannot be authenticated, including due to a failure of the Gateway Services or Merchant's equipment, or any inputting error or omission by Merchant or the cardholder, Merchant will be at greater risk of receiving a chargeback, including chargebacks resulting from a cardholder's denial that the transaction was undertaken. Authentication and its effect on liability for relevant transactions is governed by and subject to Mastercard and Visa rules (as applicable), which change from time to time. Among other things, these rules exclude certain cards and transactions from the authentication service. Merchant acknowledges that its election to receive the Gateway Services does not remove all risk of chargeback and that a transaction may be charged back for various reasons. For further information, please refer to Mastercard and Visa.

G. Customer Instructions.

- i. Merchant shall send a Customer Instruction through the Gateway Services using the appropriate password in accordance with all Gateway Services customer guides and the Agreement and this Section 31 or as otherwise instructed by Global in writing. By sending a Customer Instruction, Merchant explicitly requests and authorizes Global to process all Customer Instructions so received even if to do so would contravene any other mandates given by Merchant at any time concerning Merchant's accounts and/or its receipt of services under the Agreement or this Section 31. Global shall be under no obligation to ensure the authenticity of the origin of the Customer Instruction or the authority of the person or persons providing a Customer Instruction.
- ii. Merchant is responsible for the accuracy and completeness of Customer Instructions and for ensuring that the Customer Instruction will achieve its intended purpose. Global is not liable for any loss or delay if the contents of a Customer Instruction are inaccurate or incomplete.

- iii. Merchant acknowledges that transaction processing is not always simultaneous with Global's receipt of a Customer Instruction from Merchant. Certain transactions may be delayed in processing and certain Customer Instructions may only be processed during Global's normal business hours, notwithstanding that the Gateway may be online and accessible outside such hours.

H. Security Provisions.

- i. Gateway Services are accessed through the internet, which is a public system of which Global has no control. It is Merchant's obligation to continuously ensure that any computer, hardware and software that Merchant uses to access the Gateway Services is free from and adequately protected against computer viruses and other destructive or disruptive components. Merchant is liable for any telephone, internet or other communication provider charges from Merchant's providers resulting from Merchant's use of the Gateway Services.
- ii. Merchant and all Authorized Users agree to comply with the terms of this Section 31 and any other reasonable instructions or recommendations Global may issue regarding the Gateway Services. Merchant agrees that it is Merchant's sole responsibility to set-up, maintain and regularly review all security arrangements concerning access to, and use of the Gateway Services, as well as all information stored on Merchant's IT, computing and communications systems, including, without limitation, all Authorized Users' control and use of passwords and access to the Gateway Services. Merchant hereby confirms that it has assessed and reviewed the security features associated with the Gateway Services and has determined that such features are adequate.
- iii. Merchant is solely responsible for the performance and protection of any browser used in connection with the Gateway Services including without limitation the prompt adoption by Merchant of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers, and Global shall not be liable for any damage to or reduction in the performance of Merchant's computer system or any part thereof by the installation or use of any browser version required to use the Gateway Services. From time to time Global may publish details of any restrictions relating to certain browser versions used in conjunction with the Gateway Services.

I. Information. Global shall take reasonable care to ensure that any information provided to Merchant is an accurate reflection of the information contained in its computer systems or, if the information is provided by a third party, accurately reflects the information Realex receives from that third party. Due to the nature of the product and circumstances beyond Global's control, in addition to the other disclaimers contained herein and in the Agreement (which terms are incorporated herein by reference), Global does not warrant the information provided through the Gateway Services is accurate or error free.

J. Delay of Service; Service Interruption. Global may suspend the Gateway Services and any services associated therewith without notice in the event Global considers it necessary or advisable to do so, including without limitation, in order to protect Merchant in the event of a suspected security breach or in the event of emergency maintenance. Global will use reasonable efforts to inform Merchant in the event that the Gateway Services are suspended or are unavailable. Global may, at its absolute discretion and without liability, refuse to act on or delay acting on a Customer Instruction if Global knows of or suspects a breach of security in respect of or in connection with the operation of one or more of Merchant's Authorized User accounts or the Gateway in general. In such instance, Global will provide prompt notice of such refusal or delay in acting.

K. Agents. Global may appoint third party agents, subcontractors and other third parties to provide some or all of the Gateway Services.

L. Miscellaneous. Except as expressly provided herein, nothing in this Section 31 or the Agreement shall be interpreted as granting Merchant a license in or to any of the intellectual property of Global.

32. MASTERCARD LOCAL MARKET INTELLIGENCE SERVICES: ADDITIONAL TERMS AND CONDITIONS

This Section applies if a Merchant has elected to receive Mastercard Local Market Intelligence services (the "LMI Services") pursuant to this Agreement. Merchant understands that Member is not involved in providing such LMI Services and agrees to look solely to Global or Global's partners for remedies, losses or damages related to such services.

A. Merchant shall receive the LMI Services in accordance with this Section 32 and the Mastercard Local Market Intelligence Report Subscription Terms and Conditions (the "Mastercard LMI Terms and Conditions"), as may be updated from time to time in Mastercard's sole discretion.

B. In order to receive the LMI Services, Merchant shall access the Mastercard Local Market Intelligence online portal located at <https://www.mastercardadvisors.com/lmi>, and shall review and agree to be bound by the Mastercard LMI Terms and Conditions, as may be updated from time to time.

33. AUTHORIZE.NET: ADDITIONAL TERMS AND CONDITIONS

This Section applies if a Merchant has elected to receive Authorize.Net services (the "Authorize.Net Services") pursuant to this Agreement. Merchant understands that Member is not involved in providing such Authorize.Net Services and agrees to look solely to Global or Global's partners for remedies, losses, or damages related to such services.

Merchant acknowledges that the Authorize.Net services are administered by a third party, Authorize.Net. Merchant hereby authorizes Global and/or Member to disclose information concerning Merchant's business and processing data to Authorize.Net, which shall include, without limitation, Merchant's transaction processing volume and other information regarding the transactions processed by Global for the Merchant ("Merchant Data"). Merchant acknowledges and agrees that neither Global nor any affiliate of Global, nor Member, shall have any liability whatsoever to Merchant arising from or related to the provision of the Merchant Data to Authorize.Net, including without limitation for any failure by Authorize.Net to collect, process, or store the Merchant Data in compliance with payment network requirements related to cardholder and transaction information, confidentiality and security, including but not limited to the PCI Data Security Standard.

34. MASTERCARD AUTHORIZATION REQUIREMENTS

Effective July 2017, Mastercard is introducing new requirements for the processing of pre-authorizations and final authorizations. Pre-authorizations must be reversed or settled within thirty (30) days (excluding MCC 5542), and final authorizations (a completion or sale) must be settled within seven (7) days. Settlement amounts and currency codes must match the authorization, and valid Trace ID data (a Banknet reference number) must be provided with the settlement.

Effective July 2017, pre-authorizations and authorizations that do not comply with Mastercard's requirements will be assessed the following penalty fees: (i) for authorized amounts of sixteen US dollars (16.00 USD) or greater, the penalty fee shall be USD 0.0450 for pre-authorizations and 0.2500 percent of the authorized amount; (ii) for authorized amounts less than sixteen US dollars (16.00 USD), the penalty fee shall be USD 0.0400.

Any such penalty fees shall be due and payable by Merchant in accordance with the terms of this Agreement.

35. MPOS, POWERED BY MOBEEWAVE: ADDITIONAL TERMS AND CONDITIONS

This Section applies if a Merchant has elected to receive the mobile point-of-sale solution powered by Mobeewave, which may be known as the Mobeewave MPOS or EasyPay MPOS (the "MPOS Solution") pursuant to this Agreement.

A. Merchant acknowledges and agrees that the MPOS Solution is being provided by a third party, Mobeewave Inc. ("Mobeewave"). Merchant understands that Member is not involved in providing such MPOS Solution and agrees to look solely to Global or Global's partners for remedies, losses or damages related to such services.

B. In order to receive the MPOS Solution, Merchant shall download the Mobeewave application onto Merchant's Android-powered mobile device, and shall review and agree to be bound by the Mobeewave End User License Agreement, as may be updated from time to time. Merchant acknowledges that Merchant is solely responsible for obtaining its Android-powered device and for any and all carrier fees associated with its operation in connection with the MPOS Solution.

C. Merchant shall receive the MPOS Solution in accordance with this Section 35, the End User License Agreement, and any other terms and conditions required by Mobeewave, as may be updated from time to time in Mobeewave's sole discretion.

36. ELECTRONIC SIGNATURE. If Merchant elects to execute this Agreement by electronic means, Merchant acknowledges that under the Uniform Electronic Commerce Act (as may be modified by local law, the "UECA") (or, in Quebec, "An Act to Establish a Legal Framework for Information Technology"), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) Merchant's electronic signature is associated with the Agreement and related documents, (2) Merchant consents and intends to be bound by the Agreement and related documents, and (3) the Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of the applicable law set forth in this Section 36 and in Section 22.

By executing this Agreement by electronic means, Merchant agrees (i) that the Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that Merchant has the ability to print or otherwise store the Agreement and related documents, and (iv) to authorize Global and/or Member to conduct an investigation of Merchant's credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status. This information is kept strictly confidential and will not be released.

37. LANGUAGE. The parties hereby acknowledge that they have required these agreements and all related documents to be drawn up in the English language. Les parties reconnaissent avoir demandé que le présent contrat ainsi que les documents qui s'y rattachent soient rédigés en langue anglaise.

VISA - Registered Trade-mark of VISA Inc.; GPCFC, licensee of mark.
 Mastercard - Registered Trade-mark of Mastercard International Incorporated; GPCFC, Licensee of mark.
 American Express/JCB - Registered Trade-mark of Amex Bank of Canada; Global Payments, licensee of mark.
 Discover - Registered Trade-mark of Discover Financial Services LLC; Global Payments, licensee of mark.
 Interac - Registered Trade-mark of Interac Association; Global Payments, licensee of mark.
 UnionPay - registered trademark of China UnionPay Co., Ltd.; Global Payments, licensee of mark.

TOWN OF FORT FRANCES

BY-LAW NO. 45/18

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with 1995031 Ontario Limited)

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, delegates authority to local municipal councils for matters within their jurisdiction for Site Plan Control Approval and to enter into agreements thereunder;

AND WHEREAS the Official Plan in effect for the Town of Fort Frances designates the entire Town as a site plan control area.

AND WHEREAS Council of the Town of Fort Frances at its meeting held Monday July 9, 2018 approved the report from the Chief Building Official / Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 201 Minnie Avenue as a Site Plan Control Area and further that a Site Plan Agreement be approved;

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

1. That lands municipally known as 201 Minnie Avenue, Fort Frances (MCIRVINE PLAN SM129 LOTS 12 TO 14 PT LOT 11 PT LANE) is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between 1995031 Ontario Limited and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 13th day of August 2018.

R. Avis, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this 13th day of August 2018.

B E T W E E N:

1995031 Ontario Limited

(David Beazley)
(the "Owner")

- and -

The Corporation of the Town of Fort Frances
(the "Municipality")

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the "Lands") legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a motor vehicle service station (herein sometimes referred to as the "Development" or "Proposed Development");
- C. By an application dated June 22, 2018, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as "Planning Act" is defined in paragraph 3 of this Agreement) (the "Planning Act") permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the "Parties", individually a "Party") hereto agree one with the other as follows:

The Lands

- 1. The Lands affected by this Agreement are as follows: 201 Minnie, more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 2** being a Solicitor's Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
 - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (d) **Schedule 4** being a list of the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;
 - (e) **Schedule 5** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (f) **Schedule 6** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

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Definitions

3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (d) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (e) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (f) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and otherwise of the Owner to construct or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, construction, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable or required to be obtained from any and all authorities having jurisdiction.
- (g) "Security" means any and all letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (h) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (and whether internal or external to the Lands) referred to or required by or under this Agreement.

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

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- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (f) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the Planning Act or any other similar legislation;
- (g) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (j) covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until:
 - (i) all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and all other applicable law and requirements of all authorities having jurisdiction;
 - (ii) all water and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating in accordance with the conditions established by the Municipality; and
 - (iii) occupancy permit has been issued.

In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality;

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

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5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of water mains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.
 - (o) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.

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- (p) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
 - (q) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
 - (r) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that all lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment or successor branch or agency (herein, "MOE").
 - (s) to file with and provide to the Municipality, forthwith upon:
 - (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) completion of the Proposed Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates;
 - (t) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
 - (u) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
 - (v) That no antennae or associated equipment will be permitted on the roof and that all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
 - (w) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
 - (x) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
 - (y) To comply with all provisions of the Municipality's noise by-law.
 - (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.
7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.

In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

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- (a) require the Owner to comply with the terms of this Agreement; and
- (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development;
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) the Owner will obtain buildings permits in the 2018 building season for a three plex and four plex;
 - (C) surface treated parking lot on the property as depicted on the site plan;
 - (D) grading completed on site as submitted on grading plan for storm water management;
 - (E) the Town of Fort Frances is not responsible for dust suppression of the travelled laneway to enter 201 Minnie Avenue property; standard maintenance will continue; if at such time the Owner would like the travelled laneway surface treated, an agreement will be arranged with the Town at the Owners cost and maintained by the Owner,
 - (F) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development; and
 - (G) all legal and registration costs will be paid by the Owner for the 201 Minnie Avenue residential development

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- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and
- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

The Owner acknowledges that any action or non-action taken by the Municipality or by anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the Guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

- 11. The Owner covenants and agrees that there will be no blasting conducted in or on the Lands by the Owner.

Financial Conditions, Security, and Insurance

- 12. The Owner covenants and agrees to:
 - (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
 - (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
 - (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.
- 13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.

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- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.
 - (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
 - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
 - (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and

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- (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

Administration

15. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

*1995031 Ontario Limited
David Beazley
Site 218-98 RR#2
Fort Frances ON
P9A 3M3*

Facsimile: NONE
Email: davidbeazley@gmail.com

or such other address of which the Owner has notified the Municipality in writing.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

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

Attention: Clerk

Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations

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established by any other authority having jurisdiction.

20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
- (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
- (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
- (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or

-11-

proceeding as an estoppel of any denial of such right.

29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

1995031 Ontario Limited (Dave Beazley)

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: R. Avis,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

MCIRVINE PLAN SM129 LOTS 12 TO 14 PT LOT 11 PT LANE

Schedule 2

Solicitor’s Certificate of Ownership

TO: The Corporation of the Town of Fort Frances (the “Municipality”)

I, _____, a Solicitor of Ontario, do hereby certify that **1995031 Ontario Limited** are the sole registered and beneficial owners in fee simple of the lands and premises legally described as 201 Minnie Avenue, Fort Frances, Ontario. (MCIRVINE PLAN SM129 LOTS 12 TO 14 PT LOT 11 PT LANE), being all of the said parcel [PIN **56017-0427**].

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following:

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all charges and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at **Fort Frances** Ontario, this _____ day of _____, 2018.

Solicitor for the Owner

-15-

Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - a. Application for site plan
 - b. Preparation of this agreement
 - c. Registration of this Agreement on title
 - d. All legal / lawyer fees and disbursements
 - e. Engineer / engineering fees and disbursements
 - f. Planning / planner fees and disbursements
 - g. Municipal staff time
 - h. Land title fees
 - i. Any other costs or charges in anyway related to the application or this agreement
 - j. HST as applicable on any of the above

Schedule 4

List of Plans and Drawings
(Appendix 'A')

Country Classis Home Designs Accompanied with Engineered Review

1 General Notes	10 Enlarge Section
2 Foundations	11 Window Schedule
3 Site Plan	12 Door Schedule
4a Footing Plan Fourplex	13 Unit One Floor Plan
4b Footing Plan Threeplex	14 Unit Two Floor Plan
5a Floor Plan Fourplex	15 Unit Three Floor Plan
5b Floor Plan Threeplex	16 Unit Four Floor Plan
6a Elevation Fourplex	17 Unit Five Floor Plan
6b Elevations Threeplex	18 Unit Six Floor Plan
7 Section J-J & K-K	19 Unit Seven Floor Plan
8 Section H-H & G-G	20 Plumbing Diagram
9a Sections A-A thru C-C	21 Grade Plan
Site Plan of Lots 12, 13, 14 Part of Lot 11 and Part of Lane (Closed by By-Law 1492)	

Schedule 6

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	\$5 000.00 per residential unit obtained for letter of credit, cash or cheque. Part of such payment may be part of the Community Improvement Plan Grant given by the Town of Fort Frances.
--	--

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Schedule 6**Reduction or Release of Security**Application for Reduction of Securities

Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:

- (a) letter of application for reduction/release;
- (b) the consultant's certificate confirming that services completed;
- (c) as-constructed drawings;
- (d) satisfactory evidence of no construction liens filed;
- (e) workplace safety certificate;
- (f) statutory declaration as to accounts;
- (g) surveyor's certificate and real property report(s); and
- (h) composite utility plan.

Reduction/Release of Securities

Upon certification by the Municipality that all conditions imposed by this Agreement have been satisfied and for which the security was submitted, and provided the Owner is not in default with respect to any other provision of this Agreement, the Municipality shall reduce the said security by ninety percent (90%).

To ensure compliance with all conditions contained herein, the remaining ten (10%) shall be held by the Municipality for a period of one (1) year after the date of final completion (Guarantee and Maintenance Period) and therewith release or return the Security to the Owner or to the issuing financial institution.

The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner under the provisions of this Agreement. The Municipality covenants and agrees to return or release the Security for the aforementioned matters under the conditions specified.

TOWN OF FORT FRANCES

BY-LAW NO. 46/18

(Being a by-law to authorize entering into an agreement with Resolute FP Canada Inc. with respect to the purchase of certain lands)

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

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

AND WHEREAS the Act, at section 10, subsection (2), provides that a single-tier municipality may pass by-laws respecting matters including public assets acquired for the purpose of exercising its authority under this or any other Act; economic, social and environmental well-being of the municipality; and services and things that the municipality is authorized to provide under subsection (1).

AND WHEREAS on June 25th, Council considered a verbal update provided by Mayor Avis and the CAO and gave direction to proceed with the purchase of certain land from Resolute FP Canada Inc. for future development.

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

1. That the Agreement of Purchase and Sale with Resolute FP Canada Inc. said document 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 August 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 47~18

(Being a by-law to approve an indemnity agreement with George Armstrong Company Limited and Wasa Development GP Inc. to provide road access to and over the Property during the Mill Road Overpass reconstruction project)

WHEREAS on August 13, 2018, Council approved a report from T. Rob, Manager of Operations & Facilities which recommends entering into a temporary land use agreement for emergency access to residents on Eighth Street East and Minnie Avenue North during the Mill Road Overpass Reconstruction;

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

1. That the indemnity agreement with George Armstrong Company Limited (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.
2. That the indemnity agreement with Wasa Development GP Inc. (Schedule "B") 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 August 2018.

R. Avis, Mayor

E. Slomke, Clerk

INDEMNITY AGREEMENT

WHEREAS The Corporation of the Town of Fort Frances (the "Town") wishes to use the property (the "Property") municipally known as **Roll 59 12 030 007 146 00 Eighth Street East PLAN SM143 PT BLK 1 PCL19562 PT RIV R LOT 19 PCL 10376**, Fort Frances, Ontario, which Property is owned by **George Armstrong Company Limited** (the "Owner"), for the purpose of, among other things, the Town and the residents of Eighth Street East and Minnie Avenue North in Fort Frances having and being able to have road access and ingress and egress, with or without motor vehicles, to and over the Property during the Mill Road overpass reconstruction project and matters and things relating thereto (collectively, the "Purpose").

WHEREAS the **Owner** agrees to permit the Town, and its employees, members, volunteers, guests, agents, representatives, and subcontractors, and the residents, to have use of and access to and over the Property for the Purpose, subject to the Town entering into this indemnity agreement (the "Agreement").

NOW THEREFORE the Town and the Owner agree as follows:

1. The term of this Agreement shall commence on the date of its execution and terminate on November 1, 2018.
2. The Owner grants permission for the use of the Property for the Purpose.
3. The Town shall respect applicable laws and regulations and shall obtain, if applicable, such permits, licenses or other authorizations as may be required in connection with the its use of the Property for the Purpose.
4. The Town acknowledges that the Owner makes no representations as to the fitness of the Property for the Purpose. The Owner agrees that the Owner shall not move or otherwise interfere with any equipment, gates, locks or other things the Town installs in or onto the property.
5. Upon the expiry of this Agreement, the Town agrees to leave the Property in a clean and tidy condition.
6. The Town undertakes to perform or have performed, and to pay for, such environmental site assessments or environmental remediation work that may be required pursuant to applicable law, further to any discharge, leakage or spillage of environmental contaminants resulting from its activities on the Property.
7. The Town shall maintain in full force and effect, at its expense commercial general liability insurance with coverage to include, but not be limited to, bodily injury, personal injury, property damage, and non-owned automobile, and having an inclusive limit not less than \$2,000,000 per occurrence, naming the Owner as additional insured as respect to the Town's activities on the property.
8. The User agrees, upon request of the Owner, to provide the Owner with confirmation of insurance as set out in paragraph 7 above.
9. The Town agrees to indemnify, protect and hold the Owner harmless from and against all actions, claims, demands, or other proceedings instituted by any persons as a result of damages caused by the Town in connection with the Town's activities on the Property.
10. The Owner reserves the right, should the Town be in breach of this Agreement, upon 20 days prior written notice to the Town, to revoke the permission granted herein. No compensation will be paid to the Town upon such revocation by the Owner.
11. The permission herein granted by the Owner does not confer to the Town any permanent right of passage or easement on or over the Property, nor does it confer any other permanent right in the Property whatsoever.

12. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties have executed this Agreement under seal this _____ day of July, 2018.

**GEORGE ARMSTRONG COMPANY
LIMITED**

**THE CORPORATION OF THE TOWN OF FORT
FRANCES**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

I/we have the authority to bind the Corporation

I/we have the authority to bind the Corporation

INDEMNITY AGREEMENT

WHEREAS The Corporation of the Town of Fort Frances (the "Town") wishes to use the property (the "Property") municipally known as **Roll 59 12 030 007 160 00 Mill Road Plan SM81 PT BLK A PCL 3653**, Fort Frances, Ontario, which Property is owned by **Wasa Development GP Inc.** (the "Owner"), for the purpose of, among other things, the Town and the residents of Eighth Street East and Minnie Avenue North in Fort Frances having and being able to have road access and ingress and egress, with or without motor vehicles, to and over the Property during the Mill Road overpass reconstruction project and matters and things relating thereto (collectively, the "Purpose").

WHEREAS the **Owner** agrees to permit the Town, and its employees, members, volunteers, guests, agents, representatives, and subcontractors, and the residents, to have use of and access to and over the Property for the Purpose, subject to the Town entering into this indemnity agreement (the "Agreement").

NOW THEREFORE the Town and the Owner agree as follows:

1. The term of this Agreement shall commence on the date of its execution and terminate on November 1, 2018.
2. The Owner grants permission for the use of the Property for the Purpose.
3. The Town shall respect applicable laws and regulations and shall obtain, if applicable, such permits, licenses or other authorizations as may be required in connection with the its use of the Property for the Purpose.
4. The Town acknowledges that the Owner makes no representations as to the fitness of the Property for the Purpose. The Owner agrees that the Owner shall not move or otherwise interfere with any equipment, gates, locks or other things the Town installs in or onto the property.
5. Upon the expiry of this Agreement, the Town agrees to leave the Property in a clean and tidy condition.
6. The Town undertakes to perform or have performed, and to pay for, such environmental site assessments or environmental remediation work that may be required pursuant to applicable law, further to any discharge, leakage or spillage of environmental contaminants resulting from its activities on the Property.
7. The Town shall maintain in full force and effect, at its expense commercial general liability insurance with coverage to include, but not be limited to, bodily injury, personal injury, property damage, and non-owned automobile, and having an inclusive limit not less than \$2,000,000 per occurrence, naming the Owner as additional insured as respect to the Town's activities on the property.
8. The User agrees, upon request of the Owner, to provide the Owner with confirmation of insurance as set out in paragraph 7 above.
9. The Town agrees to indemnify, protect and hold the Owner harmless from and against all actions, claims, demands, or other proceedings instituted by any persons as a result of damages caused by the Town in connection with the Town's activities on the Property.
10. The Owner reserves the right, should the Town be in breach of this Agreement, upon 20 days prior written notice to the Town, to revoke the permission granted herein. No compensation will be paid to the Town upon such revocation by the Owner.
11. The permission herein granted by the Owner does not confer to the Town any permanent right of passage or easement on or over the Property, nor does it confer any other permanent right in the Property whatsoever.

12. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties have executed this Agreement under seal this _____ day of July, 2018.

Wasa Development GP Inc.

**THE CORPORATION OF THE TOWN OF FORT
FRANCES**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

I/we have the authority to bind the Corporation

I/we have the authority to bind the Corporation

From: Kristen Oliver
To: twpoconn@tbaytel.net; [Ben Hancharuk](#); [Brian MacKinnon](#); [CAO Ignace](#); [Cemetery & Licensing](#); [Cheryl Fort](#); [Christine Goulet](#); [City of Dryden](#); [Clerk Treasurer](#); [Daryl Skworchinski](#); [Dawson Township](#); [Don McArthur](#); [Doug Brown](#); [Erika Kromm](#); [Gabrielle Lecurver](#); [Gail Jeremy](#); [Gillies Township](#); [Heather Kasprick](#); [Jason Young](#); [jhannam@thunderbay.ca](#); [Judy Jacobson](#); [Karen Caren](#); [Kathy Lawson](#); [Krista Power](#); [Lindsay Manilla](#); [Lisa Slomke](#); [Louise Lees](#); [Margaret Hartling](#); [Mark Vermette](#); [Mark Wright](#); [Maureen Hanson](#); [Mavis Harris](#); [mayor.lucy@tbaytel.net](#); [Morley Forster](#); [Municipality of Machin](#); [Municipality of Shuniah](#); [Municipality of Sioux Lookout](#); [Patricia Maxwell](#); [Paul Greenwood](#); [Peggy Johnson Township of Chapple](#); [Rainy River](#); [Red Rock](#); [Rodney Swarek](#); [Roger Nesbitt](#); [Roger Shott](#); [Rosalie Evans](#); [Shelly Lafleur](#); [Sue Bates](#); [Terrace Bay](#); [Town](#); [Township of Alberton](#); [Township of Ear Falls](#); [Township of Emo](#); [Township of Ignace](#); [Township of La Vallee](#); [Township of Morley](#); [Veldron Vogan](#); [Wanda Kabel](#); [Wayne Hanchard](#); [White River](#); [Willy Liebigt](#)
Subject: Northwestern Ontario Regional Conference
Date: Friday, August 3, 2018 11:48:56 AM

Good Afternoon,

Please be advised that the Regional Conference which was to take place September 19 to 21 has been cancelled for 2018. As noted earlier, the Ministry of Municipal Affairs and Housing has withdrawn from participating in the conference. Their role was to develop the agenda while NOMA managed the conference logistics. With the short notice, it is difficult to pull together a conference agenda that doesn't replicate the NOMA Annual Conference.

Having said that, we are trying to pull together a FedNor round table. FedNor has reached out to hold an event like this to identify needs and issues with the program. Please hold Wednesday, September 19 as that's the date we are targeting. Essentially we would ask that municipalities send one or two people to the round table. I will let you know once it has been confirmed.

Thanks,
 Kristen

Kristen Oliver

Executive Director
 e. admin@noma.on.ca

 Northwestern Ontario Municipal Association
 P.O. Box 10308
 Thunder Bay, ON P7B 6T8
 t. 807.683.6662
 c. 807.627.2036

www.noma.on.ca
 Follow us on Twitter: @noma_nwo

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From: ROMA Communications
To: [Lisa Slomke](#)
Subject: Rural Matters: ROMA AGM and Conference, January 27 - 29, 2019
Date: Thursday, July 19, 2018 5:35:43 PM
Attachments: [19ROMARegistrationForm.pdf](#)

ROMA will be hosting Rural Matters, the ROMA Annual AGM and Conference January 27 – 29, 2019 at the Sheraton Centre Hotel in Toronto. Join your colleagues from rural municipalities across Ontario to learn from experts and each other, connect with vendors, meet with government officials, and mark your ballot in the ROMA Board Elections. Our theme, Rural Matters, will celebrate our unique experiences, focus on rural specific issues, and highlight the important role our municipalities play in the provincial landscape.

Registration and hotel information can be found on the website here:

<http://roma.on.ca/Events/2019ROMAConference.aspx>

Please note - early bird registration closes September 25, 4pm.

We look forward to seeing you in January.

The ROMA Board

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OPT-OUT: If you wish to opt-out of these email communications from ROMA please [click here](#).



Name: _____

Title: _____

Organization: _____

Address: _____

City, Province, Postal Code: _____

Phone: _____ E-mail: _____

Registration Fees

Please check registration type below.		Early Bird Rate (until October 1, 2018)		Regular Rate (until January 25, 2019)		On Site Rate (January 25 - 29, 2019)	
		Member	Non Member	Member	Non Member	Member	Non Member
<input type="checkbox"/>	Full Registration	\$550	\$620	\$600	\$675	\$650	\$750
<input type="checkbox"/>	Half Day - Sunday	\$200	\$250	\$250	\$300	\$300	\$350
<input type="checkbox"/>	One Day - Monday	\$350	\$425	\$400	\$475	\$450	\$550
<input type="checkbox"/>	Half Day - Tuesday	\$200	\$250	\$250	\$300	\$ 300	\$ 350

Payment:

Completed forms with payment can be sent to ROMA via fax at 416.971.9372 or e-mailed to events@roma.on.ca or mailed to ROMA, 200 University Avenue, Suite 801, Toronto, ON, M5H 3C6

Please remit:

Registration Fee	\$
HST (13%)	\$
TOTAL TO BE REMITTED	\$

☐ Invoice Me (option only available to Member municipalities)

☐ Cheque made out to Rural Ontario Municipal Association

☐ MasterCard ☐ Visa

Credit Card # _____

Expiry Date _____

Signature _____

Name on Card _____

Things to Know:

- Rates listed do not include HST. Please ensure to include HST when submitting your payment.
- Confirmation will be sent after each registration, modifications or cancellation. Review your confirmation carefully for accuracy.
- All cancellations must be submitted in writing to ROMA via e-mail at events@roma.on.ca. Cancellations received prior to 4:30 pm ET, October 31, 2018 will be eligible for a refund less \$95.00 (plus HST) administration fee. Cancellations made after 4:30 pm are non-refundable. An alternate attendee name may be substituted at any time.

Additional Needs

Please list any dietary, accessibility or other needs:


NEWS

Office of the Premier

Ontario's Government for the People Announces Reforms to Deliver Better Local Government

Legislation would reduce the size of Toronto City Council to align with current federal and provincial boundaries and restore municipal decision-making on how York, Peel, Niagara and Muskoka Regions select their regional chairs

July 27, 2018 9:35 A.M.

TORONTO — Ontario voters can be more confident in their municipal governments, should the Ontario legislature pass the Better Local Government Act, a series of local government reforms proposed by Ontario Premier Doug Ford and Minister of Municipal Affairs and Housing Steve Clark today.

"We ran on a commitment to restore accountability and trust, to reduce the size and cost of government, including an end to the culture of waste and mismanagement," Ford said.

"Because one thing every politician at every level and in every region needs to remember, is that we all share the same boss. We all work for the people."

The [Better Local Government Act](#) is intended to institute a series of reforms to municipal governments in the City of Toronto as well as the York, Peel, Niagara and Muskoka regions.

The proposed reforms include:

- Align the City of Toronto's municipal wards and the number of councillors with the number and configuration of the current 25 provincial and federal electoral districts
- Allow for the redistribution of Toronto-area school board trustees to align with the proposed new ward boundaries, while maintaining the existing number of trustees
- Extend the nomination deadline for some council candidates and school board trustees from July 27 to September 14, 2018, with additional regulations to help previously nominated candidates transition to the new riding ward boundaries
- Amend the Municipal Act and the Municipal Elections Act to reverse changes, introduced in 2016, that mandate the election of new regional chairs in York, Peel, Niagara and Muskoka Regions and return the system that was in place prior to 2016. Other regional chair elections will remain unchanged

These changes would be in effect for the upcoming October 22, 2018 municipal elections and the election date would remain unchanged. Changes to Toronto's municipal election timelines would only apply to city council and school board trustee elections and would only apply for the current election cycle. Reducing the size of Toronto City Council is estimated to save Toronto taxpayers more than \$25.5 million over four years.

"What you see time and time again is that the municipal level of government is often closest to the day-to-day lives of most people," said Clark. "This is another example of the province getting

out of the way and making local government work harder, smarter and more efficiently to make life better for everyone."

Simon Jefferies Premier's Office
Simon.Jefferies@ontario.ca

[Available Online](#)
[Disponible en Français](#)

From: AMO Communications
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Ford Government announces legislation impacting municipal governments and changes to cannabis implementation
Date: Friday, July 27, 2018 5:14:48 PM

July 27, 2018

Ford Government announces legislation impacting municipal governments and changes to cannabis implementation

The Premier and Minister of Municipal Affairs and Housing Steve Clark today announced plans to introduce legislation next week that would reduce the Toronto City Council in advance of the October municipal elections and cancel elections for Regional Chairs in Peel, York, Niagara and Muskoka. The province's news release and backgrounder are found [here](#).

Today's announcement was anticipated by no one and followed media reports about the government's plans which surfaced late yesterday. The government's backgrounder also makes reference to a planned, "review of regional governance across Ontario", and states it will begin with consultations at the upcoming AMO conference. AMO will press the government to learn more about what is intended by the review and keep members informed.

It is also clear that the government plans to implement an open and competitive retail market for cannabis. This approach is consistent with policy framework promoted by AMO during consultation with the previous government. The details and implementation planning will determine if this approach will be successful.

No matter how cannabis is sold in Ontario, municipal governments will have a critical role to play. Policing, by-law enforcement, public health, and economic development departments will all play a key role. AMO's advice to the provincial government is that they need to give municipal governments the time and ability to adjust to an open retail market for recreational cannabis. We are confident the province understands the importance of this advice.

Municipal governments in Ontario are on the front line of delivering critically important services that people and business in our communities rely on. The Government of Ontario has a role in creating a statutory and regulatory environment that allows municipal governments to get on with their responsibilities. There is much that can be accomplished if Ontario and municipal governments work together to serve the people of Ontario and to identify and reduce the regulatory and reporting burden currently placed on the municipal sector. Ontario's people,

businesses and communities want orders of government to work collaboratively to address their local, regional and provincial priorities.

AMO Contact:

Monika Turner, Director of Policy, mturner@amo.on.ca, 416-971-9856 ext. 318

Brian Rosborough, Director of Membership, broborough@amo.on.ca, 416-971-9856 ext. 362

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From: AMO Communications
To: [Lisa Slomke](#)
Subject: 2017 AMO Annual Report and Report on Nominations to the 2018-2020 AMO Board
Date: Thursday, July 19, 2018 4:49:24 PM

July 19, 2018

2017 AMO Annual Report and Report on Nominations to the 2018 – 2020 AMO Board

The [AMO Annual Report](#) is now posted on the AMO website. The Secretary Treasurer will review the Financial Statements in the Annual Report at the Annual General Meeting, Monday, August 20, 2018 in the Plenary Hall, Shaw Centre, Ottawa.

The [Secretary Treasurer's Report](#) on Nominations to the 2018 – 2020 AMO Board of Directors is now posted. Elections are required for the County Caucus and Northern Caucus (N.E.). Elections will be held at the AMO Annual Conference on Monday, August 20 and Tuesday August 21, 2018, Shaw Centre, Ottawa.

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From: AMO Communications
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Ontario Government's Speech from the Throne
Date: Thursday, July 12, 2018 2:48:52 PM

July 12, 2018

Ontario Government's Speech from the Throne

At Queen's Park, the Lieutenant Governor, Elizabeth Dowdeswell, read the Throne Speech outlining the Progressive Conservative government's legislative objectives. The new provincial government is seeking to deliver quickly on key actions discussed during the campaign.

Priorities of interest to municipal governments include:

- Respect for our municipal partners. Actions will include:
 - partnering with Toronto/GTA municipalities to build a world-class transit system;
 - addressing the transportation needs of other Ontario urban centres; and
 - respecting the wishes of rural municipalities by putting an end to unfair, unaffordable green energy contracts that have been imposed on them over local objections.
- Balanced budget on a timetable that is responsible, modest, and pragmatic;
- Action to reduce gas prices and lower hydro bills;
- Scraping the cap-and-trade carbon tax;
- Health care investments including 15,000 new long-term care beds and new \$3.8 billion for mental health and addictions, including supportive housing;
- Police services to have the tools, support, and resources they need;
- Expansion of sale of beer and wine to convenience, grocery, and big box stores.

To date, AMO President Lynn Dollin has written to congratulate the Premier, Cabinet Ministers, and Parliamentary Assistants. In these introductory letters, she highlighted what AMO, and our members, bring to assist the Province with their new responsibilities and the importance of working together. Using the strength and

local knowledge of our members, AMO brings practical advice and front-line information to Queen's Park.

Among the priority issues for AMO and its membership are early discussions with Ministers on:

- Cannabis including the current excise tax sharing agreement;
- Legislative protection for double hatters;
- Moving forward on Bilateral Agreement programs for infrastructure and Housing;
- Continuing toward full producer responsibility for waste diversion;
- *Police Services Act* next steps with a municipal funders' lens;
- Joint and Several liability changes; and
- Reduction of provincial red tape, regulatory burden and unnecessary reporting requirements placed on municipal governments.

We look forward to soon welcoming all the provincial Leaders, Cabinet Ministers, and MPPs to the AMO Conference in Ottawa August 19th – 22nd.

AMO Contact: Monika Turner, Director of Policy, mturner@amo.on.ca, 416-971-9856 ext. 318.

DISCLAIMER: Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.



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July 12, 2018

In This Issue

- 50 years of landscape architecture in Ontario.
- WSIB policy changes related to Cancers in Firefighters and Fire Investigators.
- Registration now open for ONE Investor Basics & Beyond Workshops.
- Water and dock safety tips.
- Court case to establish municipal jurisdiction.
- Careers with St. Catharines and Brockton.

Guest Column*

The Ontario Association of Landscape Architects [celebrates](#) 50th Year.

Provincial Matters

This WSIB policy change re related to cancers in firefighters and fire investigators is now in effect. Information can be found on the WSIB website at [23-02-01, Cancers in Firefighters and Fire Investigators](#).

Eye on Events

With the release of Prudent Investor Standard and amendments to Prescribed Investments, municipalities have greater access to investment options and opportunities. Join ONE Investment for these [one-day workshops held across the province](#) as we provide updated information on municipal investments and explore the new opportunities available to you.

LAS

The summer of 2018 has already seen its fair share of hot days. To find relief from the heat, many turn to beaches or cottages offering access to lakes. To ensure friends and family stay safe while they cool off, follow these [water and dock safety tips](#).

Municipal Wire*

Municipal councils should consider supporting the [Halton Region resolution](#) to establish the legitimacy of municipal and provincial regulatory roles before the Ontario Court and close the regulatory gap where federal projects are proposed. The outcome of this court case could be precedent setting.

Careers

[Deputy Clerk, Legal and Clerks Services - City of St. Catharines](#). Applications will be accepted [online](#). Please reference the recruitment number 2018-161 in your cover letter. Applications received any other way will not be accepted. Application deadline: 11:59 pm, July 27, 2018.

[Director of Operations - Municipality of Brockton](#). Reports to: Chief Administrative Officer. Please submit your resume and cover letter in confidence by 9:00 a.m., July 18, 2018 via email or regular mail to: Ward & Uptigrove Human Resources Solutions, Attention: Tonya Wilson, P.O. Box 127, Listowel, Ontario N4W 3H2. Email: hrresults@w-u.on.ca.

About AMO

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AMO Contacts

[AMO Watch File](#), Tel: 416.971.9856
[Conferences/Events](#)

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

Media Inquiries, Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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July 19, 2018

In This Issue

- AMO raises municipal concerns with announced Greyhound Bus service cancellation.
- Broadband under review again.
- 2019 ROMA Conference - Registration open.
- Getting the most out of Facebook.
- Managing trolls, negative comments & really angry people.
- Delegations at AMO Conference.
- Risk management considerations for splash pads.
- Energy training that will save you money.
- Career with City of Hamilton.

Federal Matters

Ontario communities and municipal leaders are concerned about the recent Greyhound Bus announcement cancelling inter-municipal bus services. Its action is not just about Western Ontario as it affects Northern Ontario too. AMO President Dollin has asked the Prime Minister and Minister Garneau to recognize and include Ontario municipalities in federal work underway to find solutions. AMO has offered to facilitate federal discussions with key Ontario municipal leaders soon, including NOMA and FONOM.

Despite commitments made in 2014, once again the Federal Ministry of Innovation, Science & Economic Development is consulting on the 3500 MHz spectrum band, the key band used to deliver Internet service to rural Canadians. The options proposed could take away 3500 MHz spectrum from smaller providers, including their existing customers, in order to make it available for mobile use, primarily in Canada's densely populated areas. We ask that changes be made without impacting services for existing customers. Comments are requested prior to mid August.

Eye on Events

2019 ROMA Annual Conference registration is now open - early bird registration available until September 25, 2018.

Facebook remains the dominant social media platform globally, but the channel itself is evolving and changing – will it impact your use of the channel? Join us September 12 from 12:00 pm to 1:00 pm for a webinar that will help you understand how to leverage the platform to effectively engage your community, create compelling content, and measure your impact. Click here to register today.

Unfortunately, social media is not always used for good. Municipal staff and elected officials are regularly challenged by angry Facebook groups, harmful posts, and online ranting that often doesn't go away easily. On October 10, AMO hosts a webinar that will help you move away from the emotion of the moment and make wise decisions to respond (or not) in a way that is helpful, not harmful. Drawing from true examples, you'll get practical advice to maintain a positive reputation and come out ahead. Click here to register today.

Andrea Horwath, Leader of The Official Opposition looks forward to meeting with municipal representatives during the 2018 AMO Conference. To arrange a delegation, please send a request to Ryan Gurcharn, Office of Andrea Horwath, Leader of the Official Opposition, including preferred timing and topics.

LAS

Splash pads are a fun aquatic addition to any neighbourhood park and a great way to beat the heat. However, they are not maintenance free. Learn about best practices related to splash pads and how regular inspections and other precautions can minimize illness and injury while cooling off.

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July 26, 2018

In This Issue

- *Cap and Trade Cancellation Act.*
- Pre-Conference Ottawa bike tour.
- ROMA Conference - Registration open.
- Changes to legislation bring new opportunities for municipal investment.
- LAS Facility Lighting Service expansion.
- Continuous Improvement Fund (CIF) Strategic Plan consultations coming.
- North Stormont resolution concerning the *Green Energy Act*.
- Careers with Clarence-Rockland and Owen Sound.

Provincial Matters

The Ontario government introduced *Bill 4, Cap and Trade Cancellation Act, 2018* for first reading. The Bill repeals the *Climate Change and Low Carbon Economy Act*, cancels cap and trade and provides a formula for potential compensation for credits. The Bill includes a commitment to develop new carbon dioxide reduction targets and a new climate change plan.

Eye on Events

Explore one of Ontario's leading cycling cities on a leisurely bike tour on Sunday, August 19, prior to the start of the AMO Conference. Participants will hear from City of Ottawa staff and elected officials about why they are investing in cycling and how they became Ontario's first Gold level Bicycle Friendly Community. Bikes and helmets will be provided. Tour will be 2 hours in length at a casual pace. Register today, space is limited.

2019 ROMA Conference Early Bird registration extended to November 15, 2018.

Join ONE Investment in one of four locations for a one-day seminar that explores how the release of the Prudent Investor Standard and amendments to the Prescribed Investments list have provided new municipal investment opportunities. Register online today or download the registration form. Cost is \$225 +HST.

LAS

Back in May, LAS hinted at expanding our Recreation Facility LED Lighting Service. Today, we begin to roll this out by providing descriptions and images of the new types of lighting that will be available to municipalities.

Municipal Wire

The CIF provides funding, technical support and training to municipalities and recycling program stakeholders to improve the effectiveness and efficiency of Ontario's Blue Box recycling program. The Current CIF Strategic Plan expires at the end of 2018. Consultations seeking stakeholder input on the term, strategic direction and priorities of the CIF will begin this summer for completion early next year. More information on how to participate will be made soon. Questions or concerns can be directed to the Gary Everett at 519.533.1939 at Gary@Egroup1.com.

The Township of North Stormont resolution requests the Province of Ontario to extend its areas of responsibility to include any costs that Municipal Governments may have to inherit from Green Energy projects, such as water quality, site restoration and infrastructure repair.

Careers

Asset Management Analyst - City of Clarence-Rockland / Analyste en gestion des actifs - Cité de Clarence-Rockland. Reports to: Director of Infrastructure & Planning. Please submit your résumé marked "Employment offer, Asset Management Analyst, Full-time" before 4:00 p.m., August 3, 2018 to:

Sophie Roussel, Human Resources, 1560 Laurier Street, Rockland, ON K4K 1P7. Email: hr@clarence-rockland.com.

Intermediate Planner - City of Owen Sound. Reports to: Community Planner. The full job description can be viewed at the City's Employment Opportunities. Qualified applicants are invited to forward their resume and covering letter by August 10, 2018 to: Human Resources, City of Owen Sound, Email: hrjobposting@owensound.ca.

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August 2, 2018

In This Issue

- New episode of AMO ON Topic available now.
- Changes to legislation bring new opportunities for municipal investment.
- Now is the perfect time to review your Group Benefits Plan.
- Careers with Brant County, National Arts Centre and Ottawa.

AMO Matters

From energy planning and road assessment tools to investing, LAS helps its customers make money, save money and solve capacity. [Listen to AMO's latest podcast](#) to learn more.

Eye on Events

Join ONE Investment in one of four locations for a [one-day seminar](#) that explores how the release of the Prudent Investor Standard and amendments to the Prescribed Investments list have provided new municipal investment opportunities. [Register online](#) today or [download the registration form](#). Cost is \$225 +HST.

LAS

It seems like there is always something more pressing than a Group Benefits review. Next time you find yourself saying "I don't have any time to review our benefits plan," remember that [LAS and Mosey & Mosey are here to help](#).

Careers

[Director of Infrastructure Services - County of Brant](#). Reports to: General Manager of Operations. Please visit [County of Brant Current Employment Opportunities](#) to apply for this job opportunity. The application deadline is 11:59 p.m., Sunday, August 12, 2018.

[Chief of Plant - National Arts Centre / Chef des Installations - Centre National des Arts](#). Competition number: J0618-0747. Status: Full-time, continuing. Reports to: Associate Director of Operations. Closing date: August 26, 2018. Please submit your application online through our [Career Opportunities](#).

[Program Manager, Compliance, Maintenance & Operational Planning - City of Ottawa](#). Competition Number: 2018-EX-EN-52250121-01. Competition closing date: August 15, 2018. Department: Public Works & Environmental Services, Solid Waste Compliance Branch. Please [apply online](#) by using the "Apply" button. If this is your first online application please refer to our resources on [how to apply for jobs online](#).

[Program Manager, Long Term Planning - City of Ottawa](#). Competition Number: 2018-EX-EN-52250157-01. Competition closing date: August 15, 2018. Department: Public Works & Environmental Services, Solid Waste Long Term Planning Branch. Please [apply online](#) by using the "Apply" button. If this is your first online application please refer to our resources on [how to apply for jobs online](#).

[Program Manager, Waste Collection & Customer Services - City of Ottawa](#). Competition Number: 2018-EX-EN-52250158-01. Competition closing date: August 15, 2018. Department: Public Works & Environmental Services, Waste Collection Branch. Please [apply online](#) by using the "Apply" button. If this is your first online application please refer to our resources on [how to apply for jobs online](#).

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July 19, 2018

Fort Frances Minor Hockey Association
P.O. Box 306
Fort Frances, Ontario P9A 3M3

Mayor and Council
Town of Fort Frances
320 Portage Avenue,
Fort Frances, ON, P9A 3P9

Dear Mayor and Council,

I am writing on behalf of the Fort Frances Minor Hockey Association (FFMHA) to thank you for the relief of our outstanding finance charges. This generous gesture has given the new Board a clean slate to start the 2018-19 hockey season. We have completed our budget for this year and am pleased to report that we have a conservative budget with a small surplus for contingency. We look forward to a great hockey year while meeting all of our financial obligations.

Thank you for your support.

Sincerely,

Travis Enge
Treasurer - FFMHA



Public Health
Agency of Canada

Agence de la santé
publique du Canada

Chief Public
Health Officer

Administratrice en chef
de la santé publique



Your file Votre référence

Our file Notre référence

His Worship Roy Avis
Mayor of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario P9A 3P9

Dear Mr. Mayor:

On behalf of the Public Health Agency of Canada (PHAC), I am pleased to offer my congratulations to the Town of Fort Frances on being recognized by the Government of Ontario for its commitment to becoming an Age-Friendly Community (AFC).

Making communities age-friendly has been identified as one of the best ways to help seniors remain healthy, active, and independent for as long as they can. AFCs encourage healthy aging by improving and preserving: health; physical, social and mental wellness; independence; and quality of life. At the same time, AFCs create better, safer and healthier places for all Canadians to live in and thrive as they age.

PHAC and the World Health Organization (WHO) recognize the importance of creating social and physical environments in communities that facilitate active and healthy aging. On behalf of PHAC and WHO, I am pleased to endorse the Government of Ontario's recognition of your community's commitment to becoming age-friendly.

In becoming part of the Pan-Canadian Age-Friendly Community Initiative, the Town of Fort Frances has the immediate benefit of also being pre-approved to join the WHO Global Network for Age-Friendly Cities and Communities. To finalize the process of being added to the official list of WHO Network Members, you are requested to visit the following link: <https://extranet.who.int/agefriendlyworld/application-form/>.

Once membership is processed by WHO, you can login to your profile page to download an official certificate of membership. Please note that while you will be required to enter general information about Fort Frances' age-friendly work, you will not have to undergo an additional screening process and will be accepted upon completion of the form. For further information about membership in the Global Network, you are invited to read the Terms of Reference for Membership at the following link: <https://extranet.who.int/agefriendlyworld/membership/>.

.../2

- 2 -

I would encourage active engagement in the Global Network, as this will provide you with the greatest benefit and international visibility. Members are also required to submit at least one Age-Friendly practice per year in order to maintain membership. Please visit <https://extranet.who.int/agefriendlyworld/submit-afp/> to submit your AFC practices.

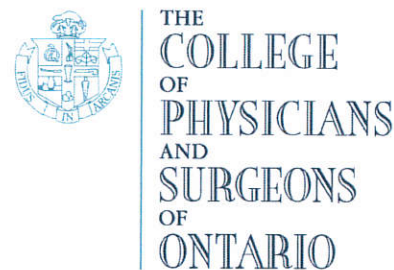
Please accept our best wishes for your continued efforts to support healthy aging, and in leading the way for other communities in Ontario, and across Canada, to become age-friendly.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Tam', with a long horizontal flourish extending to the right.

Dr. Theresa Tam, BMBS (UK), FRCPC
Chief Public Health Officer

c.c.: Dr. John Beard, Director, WHO
Ian Simpson, Age-Friendly Committee Coordinator, Town of Fort Frances



July 2018

TO: MAYOR, CITY CLERK AND COUNCILLORS:

Nominate an Outstanding Ontario Physician in Your Community **The College of Physicians and Surgeons of Ontario Council Award**

The College of Physicians and Surgeons (CPSO) is now accepting nominations for the **2019 Council Award**. The Council Award honours outstanding Ontario physicians who have demonstrated excellence and embody a vision of the “ideal physician”.

The criteria for selecting a physician for the Council Award are outlined in the enclosed brochure and nomination form. The criteria are based upon eight “physician roles” that reflect society’s expectations of what is needed to practise modern medicine.

Through the award, the College honours Ontario physicians whose performance in each of these roles is outstanding, recognizing that individual physicians will demonstrate more extensive expertise in some roles than in others.

If you know of a physician who meets the selection criteria, please nominate him or her for the Council Award.

The deadline for receipt of nominations is October 1, 2018 at 5:00 p.m.

For further information, please contact the Council Awards Program at 416-967-2600 or 1-800-268-7096 extension 611 or CPSOaward@cpso.on.ca.

C- 144 -2018

THE TOWNSHIP OF GEORGIAN BAY Council Agenda

DATE: ¹⁵~~14~~ May 2018

	YEA	NAY
Councillor Bocek	_____	_____
Councillor Cooper	_____	_____
Councillor Douglas	_____	_____
Councillor Edwards	_____	_____
Councillor Kay	_____	_____
Councillor Wiancko	_____	_____
Mayor Braid	_____	_____

MOVED BY:


SECONDED
BY:

~~DEFERRED~~ _____**CARRIED**  _____~~DEFEATED~~ _____~~REFERRED~~ _____

WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

AND WHEREAS this out-dated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;

AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities;

AND FURTHER that the province has recognized the value of municipal approval for the siting of power generation facilities;

AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional(ICI) waste generated within the City of Toronto, where diversion rates are as low as 15%;



MAYOR
Page 100 of 118

30a

AND WHEREAS municipalities across Ontario are quietly being identified and targeted as potential landfill sites;

AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;

AND WHEREAS municipalities should have the right to approve or reject these projects, and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

THEREFORE BE IT RESOLVED THAT the Township of Georgian Bay supports Bill 16, Respecting Municipal Authority Over Landfilling Sites Act introduced by MPP Ernie Hardeman and calls upon the Government of Ontario, and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities;

AND FURTHER THAT the Township of Georgian Bay send copies of this resolution to MPP Ernie Hardeman and all municipalities in Ontario.

*carried
Pass 2 of 2*



MAYOR
Page 101 of 118

306



44816 Harriston Road, RR 1, Gorrie On N0G 1X0
Tel: 519-335-3208 ext 2 Fax: 519-335-6208
www.howick.ca

July 19, 2018

Ontario Premier Doug Ford
Huron Bruce MPP Lisa Thompson
Bereavement Authority of Ontario
Association of Municipalities of Ontario

Dear Madam/Sir:

The Township of Howick Cemetery Boards made up of volunteers representing the Fordwich, Gorrie, Wroxeter and Lakelet Cemeteries, recently met to discuss how to cover expenses such as grass cutting, road repair and tree maintenance/removal on their limited budget. Howick cemeteries have anywhere from 10-20 burials/year and sold 12 plots in 2017. All Howick Cemetery Boards have money in a Care and Maintenance Fund which can only be used to purchase land. Interest earned from these accounts, approximately \$2 - \$84/month, can be used to cover operating expenses.

At its meeting held July 17, 2018, the Council of the Township of Howick passed the following resolution:

Moved by Councillor Harding; Seconded by Councillor Scott:

Whereas; Ontario Regulation 30/11 states the Capital portion of the Care and Maintenance Trust Fund cannot be accessed, the only exception is to purchase land adjacent to the cemetery to increase the capacity of the cemetery;

And whereas; none of the Howick Township Cemetery Boards have a need to purchase land to increase capacity at this time or in the near future;

And whereas, only the interest generated from the Care and Maintenance Trust Fund can be used for the care and maintenance of the lots, markers and grounds of the cemetery;

And whereas, Howick Township Cemetery Boards have minimal funds to cover the cost of minimal maintenance in their cemeteries;

And whereas; major maintenance projects such as road repair and tree maintenance/removal could be arranged if the Cemetery Boards could borrow/loan funds from the Care and Maintenance Trust Fund;

Therefore, be it resolved that Council petition the Bereavement Authority of Ontario to amend Ontario Regulation 30/11 to allow borrowing of funds from the Care and Maintenance Trust Fund for capital improvements and purchases when other municipal cemetery funds are exhausted. Carried. Resolution No. 169/18

Please accept this correspondence for your consideration and support. If you require any further information, please contact this office. Thank you.

Yours truly,

Carol Watson

Carol Watson, Clerk, Township of Howick



The Corporation of the Township of
NORTH STORMONT
RESOLUTION

Date: June 26, 2018

Resolution No. RES-1437-2018

MOVED BY:

Deputy Mayor Bill McGimpsey ☐
 Councillor Jim Wert ☐
 Councillor François Landry ☒
 Councillor Randy Douglas ☐

SECONDED BY:

Deputy Mayor Bill McGimpsey ☐
 Councillor Jim Wert ☐
 Councillor François Landry ☐
 Councillor Randy Douglas ☒


WHEREAS Ontario's Green Energy Act clearly outlines the commitment the Province has to Green Energy; and

WHEREAS Municipal governments have been removed from having any meaningful input in these Green Energy projects; and

WHEREAS Legal agreements between Municipalities and Green Energy companies cannot guarantee the future safeguards needed to protect lower tier governments from financial exposure if Green Energy companies forfeit their responsibilities; and

WHEREAS the magnitude of some of these projects would financially cripple a municipal government if they inherited restoration or repair costs;

THEREFORE be it resolved that the Province of Ontario extend its areas of responsibility to include any costs that Municipalities may have to inherit from Green Energy projects. Such as water quality, site restoration, infrastructure repair;

AND that this resolution be circulated to Premier Doug Ford, Ministry of Energy Minister 
 Glenn Hiebert, MPP Jim McDonnell, United Counties of SDG, AMO and all the municipalities of Ontario.

FOR

AGAINST

Recorded Vote:

CARRIED:


 Mayor

DEFEATED:

Mayor

Declaration of Conflict of Interest:

- ☐ Disclosed His/Her/Their interest
☐ Vacated His/Her/Their Seat
☐ Deferred



CAO/CLERK



The City of Niagara Falls, Ontario

Resolution

July 10, 2018

Moved by: Councillor Thomson

Seconded by: Councillor Pietrangelo

WHEREAS, the North American Free Trade Agreement (NAFTA) governs nearly every aspect of Canada and the United States economic relationship including manufacturing, agriculture, resources industries, and services;

WHEREAS, about 80% of all of Ontario's exports go to the United States and Ontario is the top trading partner of half of all American States;

WHEREAS, even minor changes to the established trade relationship between Canada and the United States could have significant consequences for workers, consumers, and governments on both sides of the border;

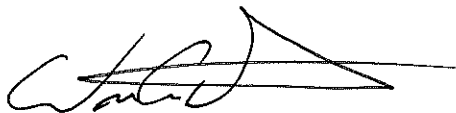
WHEREAS, Canada's and Ontario's economic future and the continued well-being of communities and their local economies depend on free and fair trading relationships based in current future trade agreements;

Therefore be it resolved; that Ontario municipal governments, represented by the Association of Municipalities of Ontario (AMO), stand together with the Federal and Ontario governments in their efforts to protect Canadian jobs and local economies;

RESOLVED that AMO will work with the Province of Ontario to support the interests of municipalities and communities affected by trade disputes and during ongoing trade agreement negotiations;

RESOLVED that AMO will work with the Federation of Canadian Municipalities to ensure that Canada understands the municipal impacts affected by trade disputes and during ongoing trade agreement negotiations;

AND The Seal of the Corporation be hereto affixed.

A handwritten signature in black ink, appearing to read 'W. Matson', with a long horizontal line extending to the right.

**WILLIAM G. MATSON
ACTING CITY CLERK**

A handwritten signature in black ink, appearing to read 'V. Kerrio', with a stylized, looped design.

**VINCE KERRIO
ACTING MAYOR**



OFFICE OF THE MAYOR
CITY OF HAMILTON

July 30, 2018

Mayor Jim Harrison
City of Quinte West
P.O. Box 490
Trenton, ON K8V 5R6

Dear Mayor Harrison,

Re: Resolution – Cannabis Grace Period Request

At its meeting of June 13, 2018 City Council endorsed your resolution of May 22, 2018 respecting a Cannabis Grace Period as follows:

"That the Council of the City of Quinte West requests that once the cannabis legislation is passed that a six month grace period be enacted to ensure that municipal law enforcement officers and the Ontario Provincial Police are adequately trained to enforce the said legislation;

And further that this resolution be circulated to the local MP, MPP, AMO, and other municipalities."

Yours truly,

Mayor Fred Eisenberger

cc MPP Sandy Shaw
MPP Andrea Horwath
MPP Monique Taylor
MPP Paul Miller
MPP Donna Skelly
MP Filomena Tassi
MP David Sweet
MP David Christopherson
MP Bob Bratina
MP Scott Duvall

The Association of Municipalities of Ontario

All Ontario Municipalities

File C18-012
(5.7)

From: Hammond Reef Mine / Mine Hammond Reef (CEAA/ACEE)
To: [Hammond Reef Mine / Mine Hammond Reef \(CEAA/ACEE\)](#)
Subject: Hammond Reef Gold Project (near Atikokan): Start of the 30-day Public Comment Period on the Federal Comprehensive Study Report
Date: Monday, July 30, 2018 2:32:05 PM

Good afternoon,

The public comment period for the Canadian Environmental Assessment Agency's Comprehensive Study Report (CSR) for the Hammond Reef Gold Project has begun and will run from July 30 to August 30, 2018.

The CSR is available for viewing and downloading from the Canadian Environmental Assessment Registry Internet Site:

<http://www.ceaa-acee.gc.ca/050/evaluations/document/exploration/63174>

Written comments must be submitted by **August 30, 2018** to:

Hammond Reef Gold Project
 Canadian Environmental Assessment Agency
 55 York Street, Suite 600
 Toronto, ON M5J 1R7
 Email: HammondReef@ceaa-acee.gc.ca

IMPORTANT NOTE:

All comments received will be made available to the public upon request and may also be posted on the Registry internet site. Names, credentials, and personal opinions or views are considered public. However, the Agency will remove information such as street addresses, telephone numbers, email addresses and signatures prior to public disclosure. Should anyone wish to provide comments or documents that contain other confidential or sensitive information that should not be made public, the person should contact the Agency at HammondReef@ceaa-acee.gc.ca **prior** to submitting the [information](#).

Your contact information is part of the distribution list for this environmental assessment. Emails are sent to members of the distribution list at key points during the environmental assessment regarding opportunities for participation, the receipt of specific documents, and key steps in the environmental assessment process.

If you would like more information or wish to be removed from our distribution list, please feel free to contact me at HammondReef@ceaa-acee.gc.ca.

Thank you.

Loraine Cox, Project Manager

Hammond Reef Gold Project

Canadian Environmental Assessment Agency / Government of Canada
HammondReef@ceaa-acee.gc.ca / Tel: 416-952-1576 / Fax: 416-952-1573

Projet d'or Hammond Reef
Agence canadienne d'évaluation environnementale / Gouvernement du Canada
HammondReef@acee-ceaa.gc.ca / Tél. : 416-952-1576 / Téléc. : 416-952-1573

TOWN OF FORT FRANCESMINUTESSESSION NO. # 73July 3, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room on July 3, 2018 from 12:02 p.m. to 12:46 p.m.

PRESENT: Councillor K. Perry, Chair, Mayor R. Avis, Councillor W. Brunetta

ALSO PRESENT: D. Brown, CAO, D. Galusha, Deputy Treasurer, T. Moffitt, Fire Chief/CEMC (12:02 p.m. to 12:35 p.m.), J. Forbes, Human Resources Coordinator (12:20 p.m. to 12:46 p.m.) and K. Lawson, Secretary

REGRETS: Councillor G.P. Ryan, L. Lindberg, Treasurer

1. **Call to Order - 12:02 p.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - none identified**
3. **Disclosure of pecuniary interest and the general nature thereof - none identified**
4. **Approval of Previous Committee Minutes**

4.1 Session No. 72 dated June 19, 2018.

Brunetta-Avis: Approved as presented.

CARRIED

5. **In-Camera - no items identified**

6. **Items Referred from Council**

6.1 Belluz Concrete and Rentals Ltd.
- this item will be moved to Outstanding Item to allow for additional input from the Operations and Facilities Executive Committee.

7. **New Business**

7.1 Automatic Aid Agreement with the Townships of Chapple, Emo and LaVallee.
- T. Moffitt, Fire Chief/CEMC was in attendance to speak to this matter. He advised committee members that Alberton Township was not interested in entering into an agreement with the other Towns/Townships at this time. Committee recommended moving forward with an Updated Automatic Aid Agreement with the Townships of LaVallee, Emo and Chapple for the receipt and provision of fire protection services by their respective fire departments.

- 7.2 Automatic Aid Agreement with Couchiching First Nation.
- T. Moffitt, Fire Chief/CEMC was in attendance to speak to this matter. Committee recommended that the Town move forward with an Updated Automatic Aid Agreement with the Couchiching First Nations for the receipt and provision of fire protection services by both respective fire departments.
- 7.3 Municipal Alcohol Policy (for review and comments).
- committee reviewed the policy and recommended comments were forwarded to J. Kabel, Mgr. Community Services to be included in his final report to Council.

8. Non-agenda Items - none identified

9. Information

- 9.1 BDO Canada LLP - Final report to Mayor and Council (2017 Audited Financial Statements).
- received as information.

10. Adjourn 12:46 p.m. / Next Meeting Date - August 7, 2018



Executive Committee Chair



D. Brown, CAO

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #064

July 3, 2018

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Senior Centre on July 3, 2018 from 10:30 a.m. to 10:54 a.m.

PRESENT: Wendy Brunetta - Chairperson, John Albanese - Councillor, Doug Kitowski- Councillor, Doug Brown - CAO, Jason Kabel - Community Services Division Manager

1 CALL TO ORDER (Session #064)

Chairperson W. Brunetta called the meeting to order at 10:35 a.m.

2 APPROVAL OF AGENDA (Call for non-agenda items)

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - June 18, 2018

5 ITEMS REFERRED FROM COUNCIL

- NIL

6 NEW BUSINESS

6.1 Community Museum Operating Grant 2019 (CMOG) - The committee recommends to Mayor and Council to authorize the submission of the 2018 Community Museum Operating Grant to the Ministry of Tourism, Culture, and Sport by Museum Curator, Sherry George and also to authorize appropriate execution of the grant application on behalf of the Town.

6.2 Student Policy (student 18 years of age) - The committee recommends to Mayor and Council to sanction increasing the wage rate of a 'student' employee when they reach the age of 18 years old to \$14.00/hr to align with the employment standards act.

6.3 Memorial Sports Centre - Hotel Guest Passes - The committee recommends to Mayor and Council to endorse the hotel guest pass program at a rate equivalent to the Adult resident rate in the user fee schedule and will henceforth respect annual changes approved by Council.

6.4 Sorting Gap Marina temporary use of Resolute Woodyard for overflow parking - The committee recommends to Mayor and Council to endorse the indemnity agreement with Resolute Forest Products for the Sorting Gap Marina to use the Shevlin Woodyard as overflow parking for boats & trailers during peak demand times.

7 NON-AGENDA ITEMS

- NIL

8 INFORMATION

8.1 Next Meeting - Tuesday, August 7, 2018 - Fort Frances Library

9 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at

10:54 a.m.

W. Brunetta, Executive Committee Chair

J. Kabel, Community Services Division Manager

TOWN OF FORT FRANCESMINUTESSESSION NO. #009July 4, 2018

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on July 4, 2018 from 8:30 p.m. to 10:50 a.m.

PRESENT: Paul Ryan, Chair, June Caul, Ken Perry, Councillors

ALSO PRESENT: Travis Rob, O&F Manager, Doug Brown, CAO, Roy Avis, Mayor

1. Call to Order

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

2. Disclosure of pecuniary interest and the general nature thereof

None

3. Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on June 6, 2018 - the minutes were approved as previously circulated.

4. Non-agenda Items

4.1 Award of Tender 18-OF-09 - Reconstruction of Sidewalk along 300 Block of Scott Street - the administration report was approved as recommended.

4.2 Rainy Lake Square caution item - space at front of stage poses a risk of children getting foot stuck.

5. New Business

5.1 Presentations of proposals in response to RFP 18-OF-06 - Operation, Maintenance and Management Services for the Fort Frances Wastewater Treatment Plant, Sewage Pumping Station and the Provisional Overall Responsible Operator Functions for the Wastewater Collection and Water Treatment Systems (OCWA 8:30am, NWI 9:15am) - Proposals were presented by OCWA and NWI.

5.2 May 2018 Drinking Water Systems Monthly Summary Report - the May 2018 Drinking Water Report was approved as presented.

5.3 Changes to the O.Reg 239/02 - Minimum Maintenance Standards for Municipal Highways - was received and discussed as information.

5.4 Review of the Municipal Alcohol Policy - the policy was reviewed by the Executive.

6. Items Referred from Council

6.1 Request Dated June 25, 2018 from Belluz Concrete and Rental for Payment Plan - the request was denied per report.

6.2 Geospatial Data Share Agreement with OPP - request was approved as recommended.

7. Information

7.1 Fort Frances Wastewater Treatment Facility May 2018 Monthly Report - the monthly report was reviewed and will be forwarded on to Council as information only. No action required.

7.2 Tonnage at the Landfill Site - updated June 27, 2018 - the report was reviewed and will be forwarded to Council as information only. No action required.

7.3 Sewer and Water Data for 2018 - updated June 27, 2018 - the sewer and water report was reviewed and will be forwarded on to Council as information only. No action required.

7.4 Airport Statistics updated June 27, 2018 - the airport statistics were reviewed and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

The meeting adjourned at 10:50 a.m.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities



Doug Cuthbertson – Chair Northwoods	P	Chamber of Commerce Representative Jennifer Soderholm	A
Ed Gackley Flinthouse	P	RRFDC – Geoff Gillon	P
Shelley Wepruk Secretary	P	John Albanese – Town Councillor Town of Fort Frances	A
Scott Krienke-Turvey Ink Spotz Apparel	P		
Marie Therese Metke Pharmsave	A		
Pat Gartshore Gartch's International Pub	P		
Kim Nicholson Emes Financial	A		

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

Doug Cuthbertson opened the meeting. The meeting was called to order at 8:03 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. Katy from B93 and Wade Friesen from Makabi Inn & Jennifer Horton from Curvy Chick were our guests at this meeting.

2. Approval of Minutes

B.I.A Board of Management Meeting – 9 May 2018

Copies of the minutes from the 9 May, 2018 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Ed Gackley/Scott Krinke-Turvey
TO accept the minutes presented of 9 May, 2018
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 – Kim Nicholson/John Albanese
TO accept the total payable for April in the amount of \$5,345.52
No against or abstentions
CARRIED

4. New Business

1. Border Signage

5. Additions to Agenda

None

6. Business Arising from the Minutes

Finance and Administration Committee

1. No Report

Promotions Committee

1. Scott is now chair of the promotions committee.
2. He thinks we need more exposure on Rainy Lake Square in the form of a plaque of some sort.
3. Doug will talk to Lisa at town about it.
4. Newspaper ad is now going out re Mall Day.

Maintenance Committee

1. Baskets are up and are stunning.
2. Snowflakes are in McTaggarts basement for the time being.

Chamber of Commerce

No Report

New Committee

1. Flint House is now taking over already scheduled events at Rainy Lake Square
2. Only problem with Fred Penner was washrooms.

Social Media

No Report

7. Old Business

1. Market Thursdays & Saturdays – It appears that Bob Crawford was deep frying fish at the market without prior knowledge of any of the BIA members. He left his space in a complete mess and raised concerns re health standards.

8. New Business

1. Crepe Wagon – we have no control over her setting up as she has a license from the town.
2. Charlene Mallory is in charge of looking after the market. Vendors will now have to sign a form with the new regulations on it.

3. Mall Day is changing thing up. All activities will now be done in Rainy Lake Square.
4. Market Day will now have additional hours on Mall Day. It will also be open in the evening from 5-8.
5. There are approx. 10 organizations who have committed to Mall Day at the Square.
6. Wade Friesen suggested a sign when crossing the International Bridge. Discussion was held re various signs and where to place them for best impact.

Setting of Next Board Meeting

Motion # 4 – Pat Gartshore

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 11 July 2018 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

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

Meeting closed at 8:48 am.

