

# ORDRE DU JOUR

## Agenda

Séance régulière du conseil qui aura lieu  
à 19 h, le mercredi 15 janvier 2025  
*Regular council meeting scheduled for Wednesday,  
January 15, 2025 at 7:00 p.m.*

### 1. OUVERTURE

CALL TO ORDER 7:02 p.m.

- Reconnaissance des terres autochtones par la Mairesse / *Indigenous land acknowledgement by the Mayor;*

### 2. PRÉSENCE

ROLL CALL

	In attendance	Absent	With Notice	Without Notice
Mayor Beverly Nantel	X			
Councillor Hélène Perth	X			
Councillor Julila Hemphill	X			
Councillor Krystel Lévesque	X			
Councillor Jr. Vallières	X			
CAO-Clerk	X			
Treasurer/Tax Collector				
Infrastructure Superintendant				
Misc. Municipal Employees				

### 3. APPEL ET DÉCLARATION D'INTÉRÊT PÉCUNIAIRE

None

DECLARATION OF CONFLICT

### 4. ADOPTION DE L'ORDRE DU JOUR

APPROVAL OF AGENDA

### 5. ADOPTION DES PROCÈS-VERBAUX

ADOPTION OF MINUTES

- 5.1 Procès-verbal daté du 11 décembre 2024 de la réunion régulière du conseil municipal / *Regular Municipal Council meeting minutes dated December 11, 2024*; **(Resolution)**

6. **DÉLÉGATIONS**  
**DELEGATIONS**

7. **CORRESPONDANCE**  
**CORRESPONDENCE**

- 7.1 Procès-verbal daté du 28 novembre 2024 du Conseil d'administration des services du district d'Algoma / *Algoma District Services Administration Board meeting minutes dated November 28, 2024*; et / and **(Information / Resolution)**
- 7.2 Lettre du ministère des Affaires municipales et du logement, datée du 12 décembre 2024, au sujet du projet de Loi de 2024 sur la responsabilité au niveau municipal / *Letter dated December 12, 2024 from the Ministry of Municipal Affairs and Housing with regards to the Municipal Accountability Act, 2024*; et / and **(Information / Resolution)**
- 7.3 Lettre datée du 9 décembre 2024 de Gestion des situations d'urgence Ontario au sujet des modifications proposées visant à moderniser la Loi sur la protection civile et la gestion des situations d'urgence (LPCGSU) / *Letter dated December 9, 2024 from Emergency Management Ontario with regards to proposed amendments to modernize the Emergency Management and Civil Protection Act (EMCPA)*; et / and **(Information / Resolution)**
- 7.4 Lettre du 25 novembre 2024 du ministre des Richesses naturelles au sujet de l'autorisation, ainsi que la réglementation du stockage géologique du carbone en Ontario / *Letter dated November 25, 2024 from the Ministry of Natural Resources with regards to enabling and regulating geologic carbon storage in Ontario*; et / and **(Information / Resolution)**
- 7.5 Lettre datée du 2 janvier 2025 de FONOM au sujet d'une demande de support concernant que la province devrait envisager de fournir un financement de stabilisation d'urgence pour remédier au manque actuel de services de protection d'enfance fournis par les sociétés d'aide à l'enfance / *Letter dated January 2, 2025 from the Federation of Northern Ontario Municipalities (FONOM) with regards to a request for support concerning the Province considering providing emergency stabilization funding to address the current shortfall in child welfare provided by the Children's Aid Societies*; et / and **(Support / Resolution)**

- 7.6 Lettre datée du 20 décembre 2024 de la Ville de Toronto au sujet d'une demande de support concernant autoriser uniquement la collecte volontaire de sang et de plasma, les donateurs n'étant pas rémunérés pour leur sang ou leur plasma / *Letter dated December 20, 2024 from the City of Toronto with regards to a request for support concerning allowing only voluntary blood and plasma collection, where donors do not receive payment for their blood or plasma*; et / and **(Support / Resolution)**
- 7.7 Lettre datée du January 9, 2025 de la Corporation de la Ville de Aylmer au sujet d'une demande de support concernant l'opposition à la législation provinciale sur les pistes cyclables et le soutien à l'autorité municipale en matière de planification de transportation / *Letter dated January 9, 2025 from the Corporation of the Town of Aylmer with regards to a request for support concerning the opposition to provincial legislation on cycling lanes and support for municipal authority in transportation planning*; et / and **(Support / Resolution)**
- 7.8 Lettre datée du 29 novembre 2024 de la Ville de Guelph au sujet d'une demande de support concernant permettant aux municipalités de percevoir des redevances pour l'utilisation de leurs terrains par les entreprises de gaz / *Letter dated November 29, 2024 from the City of Guelph with regards to a request for support concerning enabling municipalities to charge fees for use of municipal property by gas utilities*; et / and **(Support / Resolution)**
- 7.9 Résolution datée du 11 décembre 2024 de la Municipalité de Kincardine au sujet d'une demande de support concernant les implications fiscales liées à l'évaluation non marchande des biens de l'industrie de l'électricité / *Resolution dated December 11, 2024 from the City of Kincardine with regards to a request for support concerning property taxation implications related to non-market valuation of electricity industry properties*; et / and **(Support / Resolution)**
- 7.10 Résolution datée du 9 décembre 2024 du Caucus des femmes du Nord de l'Ontario (NOW Caucus) au sujet d'une demande de support concernant la démission de Michael Mantha de son poste de député / *Resolution dated December 9, 2024 from the Northern Ontario Women's Caucus (NOW Caucus) with regards to a request for support concerning the resignation of Michael Mantha from his position of M.P.P.*; et / and **(Support / Resolution)**
- 7.11 Lettre datée du 13 janvier 2025 d'Échec au crime de Sault Ste Marie et du district d'Algoma au sujet d'une demande de don financier / *Letter dated January 13, 2025 from Crime Stoppers of Sault Ste Marie and Algoma District with regards to a request for a financial donation*; **(Support / Resolution)**

**8. RAPPORT DES COMITÉS ET DÉPARTEMENTS**  
**REPORTS FROM COMMITTEES AND DEPARTMENTS**

- 8.1 Rapport pour le conseil daté du 9 janvier 2025 de la Trésorière au sujet de l'état des rémunérations et des dépenses payées aux/pour les membres du Conseil en 2024 / *Council report dated January 9, 2025 from the Treasurer with regards to the Statement of Remuneration and Expenses Paid to/for Members of Council in 2024*; et / and **(Resolution)**
- 8.2 Rapport pour le conseil daté du 8 janvier 2025 du Surintendant de l'infrastructure au sujet d'une demande d'achat d'une remorque à benne basculante / *Council report dated January 8, 2025 from the Infrastructure Superintendent with regards to a request to purchase a dump trailer*; et / and **(Resolution)**
- 8.3 Discussion générale concernant des sujets variés municipaux / *General discussion with regards to various municipal subjects*; **(Information / Resolution)**

**9. RÉGLEMENTS**  
**BY-LAWS**

- 9.1 Arrêté-municipal no. 2025-01, étant un règlement visant à confirmer les travaux du Conseil de la Corporation du Canton de Dubreuilville à sa séance régulière tenue le 15 janvier 2025 / *By-Law No. 2025-01, being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on January 15, 2025*; et / and **(Resolution)**
- 9.2 Arrêté-municipal no. 2025-02, étant un règlement pour conclure une entente de paiement de transfert entre Sa Majesté le Roi du chef de l'Ontario, représenté par le Bureau du commissaire des incendies, et la Corporation du Canton de Dubreuilville / *By-Law No. 2025-02, being a By-law to enter into a transfer payment agreement between His Majesty the King in Right of Ontario, as represented by the Office of the Fire Marshal, and the Corporation of the Township of Dubreuilville*; et / and **(Resolution)**
- 9.3 Arrêté-municipal no. 2025-03, étant un règlement pour autoriser la signature d'un contrat de soutien aux systèmes d'information géographique avec le Centre d'innovation de Sault Ste Marie / *By-Law No. 2025-03, being a By-law to authorize the execution of a GIS Support Contract with the Sault Ste Marie Innovation Centre (SSMIC)*; et / and **(Resolution)**

- 9.4 Arrêté-municipal no. 2025-04, étant un règlement pour prévoir qu'en 2025, un prélèvement sera effectué avant l'adoption de l'état prévisionnel de l'année / *By-Law No. 2025-04, being a By-law to provide that in the year 2025 a levy be made before the adoption of the estimates for the year*, et / and **(Resolution)**
- 9.5 Arrêté-municipal no. 2025-05, étant un règlement pour autoriser le recours à l'emprunt de temps à autre pour faire face aux dépenses courantes au cours de l'année financière se terminant le 31 décembre 2025 / *By-Law No. 2025-05, being a By-law to authorize the borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2025*; et / and **(Resolution)**
- 9.6 Arrêté-municipal no. 2025-06, étant un règlement pour autoriser l'exécution d'un accord de services d'émission de Service Ontario avec Sa Majesté le Roi du chef de l'Ontario / *By-Law No. 2025-06, being a By-law to authorize the exécution of a Service Ontario Issuing Services Agreement with His Majesty the King in Right of Ontario*; **(Resolution)**

**10. AJOUT**

**ADDENDUM**

**11. ASSEMBLÉE A HUIS CLOS**

**CLOSED SESSION**

**12. AJOURNEMENT**

**ADJOURNMENT**

# COUNCIL RESOLUTION



Moved By: Helene  
Seconded By: Krystel

DATE: January 15, 2025  
Resolution No. 25-001

Whereas that the agenda for the regular municipal council meeting dated January 15, 2025, be adopted as submitted.

✓		
_____	_____	_____
<b>Carried</b>	<b>Defeated</b>	<b>Deferred</b>

RECORDED VOTE:	YES	NO
<b>Councillor Hélène Perth</b>	_____	_____
<b>Councillor Krystel Lévesque</b>	_____	_____
<b>Councillor Julila Hemphill</b>	_____	_____
<b>Councillor Jr. Vallières</b>	_____	_____
<b>Mayor Beverly Nantel</b>	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:

# COUNCIL RESOLUTION



Moved By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_

*Julila*  
*Krystel*

DATE: January 15, 2025  
Resolution No. 25-002

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the following municipal council meeting minutes as submitted:

- Regular Municipal Council meeting minutes dated December 11, 2024.

 _____	 _____	 _____
<b>Carried</b>	<b>Defeated</b>	<b>Deferred</b>

RECORDED VOTE:	YES	NO
<b>Councillor</b> Hélène Perth	_____	_____
<b>Councillor</b> Krystel Lévesque	_____	_____
<b>Councillor</b> Julila Hemphill	_____	_____
<b>Councillor</b> Jr. Vallières	_____	_____
<b>Mayor</b> Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:



## THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

### -MINUTES-

Regular Council Meeting held on  
December 11, 2024, at 7:00 p.m.  
Council Chambers

PRESENT: Mayor, B. Nantel  
Councillor, H. Perth  
Councillor, J. Hemphill  
Councillor, K. Lévesque  
Councillor, JR. Vallières

ABSENT:

STAFF: CAO-Clerk, Shelley B. Casey  
Treasurer/Tax Collector, Brigitte Tremblay  
Infrastructure Superintendent, Francis Dechamplain  
EDO, Chantal Croft

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**Mayor B. Nantel called the meeting to order at 7:01 p.m.**

**24-272** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that the agenda for the regular municipal council meeting dated December 11, 2024, be adopted as submitted, with addition of 10.1 By-Law No. 2024-63.

Carried

**24-273** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the following municipal council meeting minutes as submitted:

- Regular Municipal Council meeting minutes dated November 27, 2024, with correction, remove Julila as present.

Carried

**24-274** Moved By: Councillor K. Lévesque  
Seconded By: Councillor H. Perth

Whereas that the following be received as information only:

- 7.1 Algoma District Services administration Board meeting dated September 26, 2024; and
- 7.2 Algoma Public Health Board of Health meeting minutes dated September 25, 2024, and
- 7.3 Media release from the Mask-wa Transportation Association Inc. (MTA Inc.) and the Coalition for Algoma Passenger Trains (CAPT) with regards to a special event to hear about exciting Bear Train progress; and
- 7.4 Letter dated November 28, 2024, from the Minister of Municipal Affairs and Housing with regards additional residential unit (ARU) framework; and
- 7.5 Feedback Form – Regional Electricity Planning in East Lake Superior Region.

Carried

**24-275** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated November 21, 2024, from the Township of Puslinch with regards to a request for support concerning the protection of agricultural land and sustainable excess soil management practices in Ontario, as presented.

**DEFEATED**

**24-276** Moved By: Councillor K. Lévesque  
Seconded By: Councillor J. Hemphill

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated November 14, 2024, from the Town of Hearst with regards to a request for support concerning the proposed expansion of motor coach services in Northwestern Ontario, as presented.

Carried

**24-277** Moved By: Councillor J. Hemphill  
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wish to receive and approve the attached letter dated November 21, 2024, from the Superior East OPP Detachment Board with regards to the approved 2025 budget, as presented.

Carried

**24-278** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wish to amend the attached Community Improvement Plan for Economic Growth (CIPEG), By-Law No. 2022-52, as follows:

- Tax Increment Incentive Grant, retro to 2016, with approved building permit.
- Include roofing in façade for 2022 to 2024, with approved building permit.

Carried

**24-279** Moved By: Councillor K. Lévesque  
Seconded By: Councillor H. Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council report dated December 6, 2024, from the Administrative Assistant with regards to the appointment of a new volunteer firefighter, Brandon Spencer, as presented.

Carried

**24-280** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to make the following changes to the regular municipal meetings set for December 2024 and January 2025:

- December 25, 2025 (cancelled); and
- January 22, 2025 (cancelled); and
- January 8<sup>th</sup> (cancelled & replaced by January 15, 2025)

Carried

**24-281** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that By-Law No. 2024-58, being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on December 11, 2024, be adopted as presented.

Carried

**24-282** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that By-Law No. 2024-59, being a By-law to repeal By-Law No. 2023-04, be adopted as presented.

Carried

**24-283** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that By-Law No. 2024-60, being a By-law to authorize the execution of an employment agreement between the Corporation of the Township of Dubreuilville and its Treasurer / Tax Collector, be adopted as presented.

Carried

**24-284** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that By-Law No. 2024-61, being a By-law to authorize the execution of an employment agreement between the Corporation of the Township of Dubreuilville and its CAO / Clerk be adopted as presented.

Carried

**24-285** Moved By: Councillor K. Lévesque  
Seconded By: Councillor Jr. Vallières

Whereas that By-Law No. 2024-62, being a By-law to authorize the execution of an employment agreement between the Corporation of the Township of Dubreuilville and its non-unionized full-time permanent hourly employees, be adopted as presented.

Carried

**24-286** Moved By: Councillor J. Hemphill  
Seconded By: Councillor Jr. Vallières

Whereas that By-Law No. 2024-63, being a By-law to authorize the execution of an employment agreement between the Corporation of the Township of Dubreuilville and its Infrastructure Superintendent, be adopted as presented.

Carried

**24-287** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that this regular municipal council meeting dated December 11, 2024, hereby adjourn at 8:29 p.m.

Carried

By Nantel  
Mayor



Shelley B. Casey  
CAO-Clerk

# COUNCIL RESOLUTION



Moved By:           Krystel            
Seconded By:           Julila          

DATE: January 15, 2025  
Resolution No.           25-003          

Whereas that the following be received as information only:

- 7.1 Algoma District Services Administration Board meeting minutes dated November 28, 2024; and
- 7.2 Letter dated December 12, 2024 from the Ministry of Municipal Affairs and Housing with regards to the Municipal Accountability Act, 2024; and
- 7.3 Letter dated December 9, 2024 from Emergency Management Ontario with regards to proposed amendments to modernize the Emergency Management and Civil Protection Act (EMCPA); and
- 7.4 Letter dated November 25, 2024 from the Ministry of Natural Resources with regards to enabling and regulating geologic carbon storage in Ontario.

✓

<hr/> <b>Carried</b>	<hr/> <b>Defeated</b>	<hr/> <b>Deferred</b>
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RECORDED VOTE:	YES	NO
Councillor Hélène Perth	_____	_____
Councillor Krystel Lévesque	_____	_____
Councillor Julila Hemphill	_____	_____
Councillor Jr. Vallières	_____	_____
Mayor Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:



## Minutes – Regular Board Meeting

**November 28, 2024**

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Members present: Norman Mann  
Lynn Watson  
Bryon Hall  
Sally Hagman  
Cheryl Fort  
Blair MacKinnon  
Charles Flintoff  
Rick Bull  
Melanie Pilon  
Marcel Baron – departed at 6:15pm during in-camera session

Members absent: Harry Stewart

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### **1. Opening of Meeting**

The Board Chair opened the meeting and welcomed Board Members and staff.

### **2. Indigenous Land Acknowledgement**

### **3. Opportunity for Declaration of Pecuniary Interest**

There was none.

#### **4. Minutes**

By resolution, the Board approve the minutes of the September 26, 2024 regular Board Meeting as distributed.

Moved by: Sally Hagman

Seconded by: Rick Bull

CARRIED

#### **5. Approval of Agenda**

By resolution, the Board approve the agenda of the November 28, 2024 regular Board Meeting as amended.

Remove: item 9.7

Moved by: Lynn Watson

Seconded by: Charles Flintoff

CARRIED

#### **6. Correspondence**

##### **6.1 Ontario Health – North East – Base Funding for New Models of Care**

Chief of Paramedic Services advised there is additional funding available for the Community Paramedicine Program for remote patient care monitoring. Ministry of Health has given six months for planning and to get the program off the ground.

Discussion ensued.

## 7. Other Business

### 7.1 ADSAB Finance

7.1.1 Finance Board Report – Financial Report for the period ended September 30, 2024

7.1.2 ADSAB Financial Report – for the period ended September 30, 2024

Report from the Director of Finance summarized a surplus is expected, which is mostly due to interest rate.

By resolution, the Board approve the ADSAB Financial Report – for the period ended September 30, 2024 as distributed.

Moved by: Sally Hagman

Seconded by: Lynn Watson

CARRIED

### 7.2 Children's Services Board Report – CWELCC Funding Formula Update

Director of Finance reported in absence of the Manager of Children's Services and Early Learning. Meetings took place with Executive Directors from the Child Care providers across the district over the past couple of months. Staffing issues continue to prevent Child Care centres from operating at licensed capacity.

Transfer payment agreement for 2025 received this morning. Funding letters are expected to be out by mid-December.

Discussion ensued.

### 7.3 Housing Services – Maintenance Workshop – Blind River

Director of Finance reported the landlord is terminating the current lease agreement for space used as HS Maintenance workshop in Blind River. Options include seeking an alternate lease agreement or possibly considering a new build. Further details will be brought forward to the board at the February 2025 meeting as part of the budget process.

### 7.4 Paramedic Services

#### 7.4.1 ADPS – Call Volume Report – Q3 2024

Chief of Paramedic Services reported an increase in calls at Thessalon and Richards Landing bases due to patients not being held over as a result of hospital closures. Dubreuilville calls decreased due to staffing issues, which results in increased calls to White River and Hornepayne. Overall, fairly stable.

#### 7.4.2 ADPS Response Time Performance – Q3 2024

Chief of Paramedic Services reports all targets met. The Chief also shared five ADSAB Paramedics received exemplary service recognition for both 20 years of service and 30 years of service. The Board Chair extended congratulations on behalf of the board.

#### 7.4.3 ADPS Board Report – Paramedic Staffing Update

Director of Finance reported 14 new hires to Paramedic Services. By January, the hope is to have all positions filled and no vacancies remaining. The development of retention strategies is ongoing.

#### 7.4.4 Corporate Services Board Report – Review of Ambulance Bases

Director of Finance along with a Commander of Paramedic Services, visited all Paramedic Services bases. Building condition assessments were conducted to identify the need for upgrades to buildings and supplies/equipment.

#### 7.5 ADSAB January Board Meeting – Blind River Housing Project and ADSAB Budget

CAO proposed the Board meet January 9<sup>th</sup>, 2025 in order to meet tight deadlines regarding Blind River build. Suggested to meet virtually if no concerns. Virtual meeting by Zoom approved.

By resolution, the Board approve that the January Regular Board Meeting be held on Thursday, January 9, 2025.

Moved by: Lynn Watson

Seconded by: Bryon Hall

CARRIED

### **8. Open Question and Answer**

None

### **9. In Camera Session**

By resolution, the Board move into closed session.

Moved by: Blair MacKinnon

Seconded by: Charles Flintoff

CARRIED

- 9.1 Housing Services – Blind River Housing Project Update
- 9.2 Possibility Community Homes - Update
- 9.3 ADPS - Staffing Plan Update
- 9.4 ADPS – Thessalon Ambulance Base Update
- 9.5 ADPS – Pic Moberg First Nation – Community State of Emergency
- 9.6 ADPS Legal Issue Update

## **10. Return to Open Session**

By resolution, the Board return to open session.

Moved by: Lynn Watson

Seconded by: Rick Bull

CARRIED

By resolution, the Board approves the new Seniors Housing Project for Blind River under the Canada-Ontario Community Housing Initiative Program in the amount of \$375,000. Approval is subject to meeting the conditions of the Program and any terms and conditions that Algoma District Services Administration Board may impose.

Moved by: Blair MacKinnon

Seconded by: Charles Flintoff

CARRIED

By resolution, the Board approves that Keith Bell, CAO be defined as and having signing authority for the Service Manager in the Canada-Ontario Community Housing Initiative (COCHI) – New Build Component – Year 6 Contribution Agreement for the new Seniors Housing Project in Blind River.

The Board also approves that Karen Chisholm, Director of Housing Services be defined as and having signing authority for the Proponent

in the Canada-Ontario Community Housing Initiative (COCHI) – New Build Component – Year 6 Contribution Agreement for the new Seniors Housing Project in Blind River.

Moved by: Lynn Watson

Seconded by: Melanie Pilon

CARRIED

## **11. Adjournment**

By resolution, the regular Board Meeting of November 28, 2024 be adjourned.

Moved by: Lynn Watson

Seconded by: Sally Hagman

CARRIED

The next regular Board meeting is scheduled January 9<sup>th</sup>, 2025 by Zoom.

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 416 585-7000

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416-585-7000



Ontario

234-2024-5801

12 décembre 2024

Monsieur le président du conseil / Madame la présidente du conseil,

J'ai le plaisir de vous informer du dépôt, le 12 décembre 2024, du projet de Loi de 2024 sur la responsabilité au niveau municipal qui, s'il est adopté, apportera des modifications à la *Loi de 2001 sur les municipalités* et à la *Loi de 2006 sur la cité de Toronto* afin de renforcer le code de déontologie municipal et le cadre du commissaire à l'intégrité.

Je suis reconnaissant des précieux commentaires que nous avons reçus des municipalités, et je partage votre engagement en faveur de lieux de travail sûrs et respectueux. Si elles sont adoptées, les modifications proposées permettraient :

- la création d'un code de déontologie municipal normalisé et d'un processus d'enquête normalisé pour les commissaires à l'intégrité municipaux, afin d'assurer l'uniformité dans l'ensemble des municipalités de l'Ontario;
- la création d'un rôle pour le commissaire à l'intégrité de l'Ontario dans les questions relatives au code de déontologie municipal et au commissaire à l'intégrité, notamment en offrant de la formation aux commissaires à l'intégrité municipaux;
- l'établissement d'un mécanisme pour exclure et démettre de leurs fonctions les membres du conseil et de certains conseils locaux pour une période de quatre ans pour les infractions les plus graves au code de déontologie, à la suite d'une recommandation du commissaire à l'intégrité local, d'un rapport concordant du commissaire à l'intégrité de l'Ontario et d'un vote unanime du conseil.

Au cours des prochains mois, j'aimerais connaître votre avis sur le projet de loi ainsi que sur d'autres questions concernant les régimes de responsabilité locaux. J'ai hâte de rencontrer plusieurs d'entre vous à la prochaine conférence de la Rural Ontario Municipal Association, où nous aurons l'occasion de discuter de ces changements et d'autres questions importantes pour vos communautés.

.../2

Si le projet de loi est adopté, il faudra encore travailler à l'élaboration des règlements qui soutiendront ce nouveau cadre, et je m'engage à collaborer avec vous tout au long de ce processus. Nous avons l'intention de faire entrer ces changements en vigueur pour le nouveau mandat des conseils commençant à l'automne 2026 afin de garantir un délai adéquat pour la mise en œuvre au niveau local.

Pour plus de plus amples renseignements sur ces modifications, veuillez consulter le [communiqué](#). Pour faire part de vos commentaires concernant le projet de loi, veuillez vous référer à la publication dans le [Registre de la réglementation](#) qui sera ouverte aux commentaires pendant 60 jours.

Si vous avez des questions au sujet de ces nouvelles dispositions, veuillez communiquer avec le [Bureau des services aux municipalités](#) du ministère des Affaires municipales et du Logement de votre localité.

Cordialement,



Paul Calandra  
Ministre des Affaires municipales et du Logement

Cc : Jessica Lippert, chef de cabinet  
Owen Macri, chef de cabinet adjoint  
Martha Greenberg, sous-ministre  
Caspar Hall, sous-ministre adjoint, Division des administrations locales  
Sean Fraser, sous-ministre adjoint, Division des services aux municipalités  
Greffiers municipaux et directeurs généraux

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 416 585-7000



234-2024-5801

December 12, 2024

Dear Head of Council,

I am pleased to inform you of the introduction of the proposed Municipal Accountability Act, 2024 on December 12, 2024, which, if passed, would make changes to the *Municipal Act, 2001* and *City of Toronto Act, 2006* to strengthen the municipal code of conduct and integrity commissioner framework.

I appreciate the valuable feedback we have received from municipalities and share your commitment to safe and respectful workplaces. The proposed changes, if passed, would:

- enable the creation of a standard municipal code of conduct and standard municipal integrity commissioner investigation processes to help ensure consistency across all Ontario municipalities;
- create a role for the Integrity Commissioner of Ontario in municipal code of conduct and integrity commissioner matters, including providing training to municipal integrity commissioners; and
- establish a mechanism to remove and disqualify members of council and certain local boards for a period of four years for the most serious code of conduct violations following a recommendation from the local integrity commissioner, a concurring report from the Integrity Commissioner of Ontario, and a unanimous vote of council.

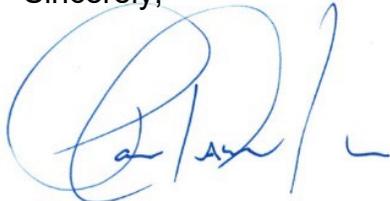
In the coming months, I will want to hear your feedback on the Bill as well as other matters regarding local accountability regimes. I look forward to seeing many of you at the upcoming Rural Ontario Municipal Association conference, where we will have the opportunity to discuss these changes and other matters of importance to your communities.

If passed, important work to develop the regulations to support this new framework would lie ahead, and I remain committed to engaging with you throughout that process. Our intention is to have these changes in effect for the new term of councils beginning in Fall 2026 to ensure there is adequate opportunity for local implementation.

For more information on these amendments, please see the [news release](#). To share your comments on the proposed legislation, please see a posting on the [Regulatory Registry](#) that will be open for comments for 60 days.

If you have any questions regarding these new provisions, please contact your local [Municipal Services Office](#) with the Ministry of Municipal Affairs and Housing.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Calandra', with a stylized flourish at the end.

Hon. Paul Calandra  
Minister of Municipal Affairs and Housing

- c: Jessica Lippert, Chief of Staff  
Owen Macri, Deputy Chief of Staff  
Martha Greenberg, Deputy Minister  
Caspar Hall, Assistant Deputy Minister, Local Government Division  
Sean Fraser, Assistant Deputy Minister, Municipal Services Division  
Municipal Clerks and CAOs

Treasury Board Secretariat

Emergency Management Ontario

25 Morton Shulman Avenue  
Toronto ON M3M 0B1

Tel: 416-327-2333  
Fax: 416-327-3790

Secrétariat du conseil du trésor

gestion des situations d'urgence

25, avenue Morton Shulman  
Toronto ON M3M 0B1

Tél. : 416-327-2333  
Télééc. : 416-327-3790



**DATE :** Le 9 décembre 2024

**NOTE DE SERVICE À L'INTENTION DES :** Partenaires de la gestion des situations d'urgence

**EXPÉDITEUR :** Bernie Derible  
Sous-ministre et commissaire à la gestion des situations d'urgence  
Gestion des situations d'urgence Ontario

**OBJET :** **Modifications proposées visant à moderniser la *Loi de 1990 sur la protection civile et la gestion des situations d'urgence***

---

J'ai le plaisir de faire le point sur une étape importante dans la modernisation de la gestion des situations d'urgence dans la province.

Le 9 décembre 2024, le gouvernement [a présenté le projet de loi 238, la Loi de 2024 sur la modernisation de la gestion des situations d'urgence](#). Ce projet de loi propose des modifications visant à moderniser la *Loi sur la protection civile et la gestion des situations d'urgence* (LPCGSU).

La LPCGSU est le contexte législatif de l'Ontario pour la gestion des situations d'urgence. La LPCGSU et ses règlements n'ont pas fait l'objet d'une refonte en profondeur depuis plus de 15 ans. Dans un contexte de gestion des situations d'urgence de plus en plus complexe, il est plus important que jamais de s'assurer que l'Ontario est sécuritaire, entraîné et préparé.

### **Modifications proposées à la LPCGSU**

Si elles sont adoptées, les modifications proposées à la LPCGSU permettront de renforcer le leadership et la coordination de la province en matière de gestion des situations d'urgence. Elles amélioreront la capacité communautaire en matière de gestion des situations d'urgence pour faire en sorte que l'Ontario soit prêt à relever les défis d'aujourd'hui et de demain.

Si elles sont adoptées, les modifications proposées à la LPCGSU :

- favoriseront une compréhension unifiée de la gestion des situations d'urgence en Ontario;
- permettront un meilleur leadership et une meilleure coordination à l'échelle provinciale en facilitant le rôle de Gestion des situations d'urgence Ontario en tant que guichet unique pour la coordination des activités provinciales de gestion des situations d'urgence;
- renforceront la planification et la coordination avec les partenaires de la gestion des situations d'urgence, notamment en décrivant la capacité de conclure des ententes et d'assurer la liaison avec les partenaires des secteurs public et privé, y compris les municipalités, les communautés autochtones et d'autres gouvernements;

- faciliteront la gestion des situations d'urgence municipales en habilitant la réglementation afin de donner de la souplesse aux programmes municipaux de gestion des situations d'urgence en fonction des besoins et de la capacité, ainsi que de clarifier les processus pour les déclarations d'urgence municipales et les demandes d'aide; et
- permettront aussi la mise en place d'exigences futures en matière de programme et de plan de gestion des situations d'urgence pour les entités désignées qui fournissent ou exploitent des infrastructures essentielles, sous réserve de consultations supplémentaires avec les partenaires, afin de favoriser la continuité des services et des opérations.

### **Commentaires des partenaires et des intervenants**

Les modifications proposées à la LPCGSU tiennent compte des commentaires des partenaires, des pratiques exemplaires en matière de gestion des situations d'urgence et des leçons tirées des situations d'urgence passées. Au cours de l'été 2024, Gestion des situations d'urgence Ontario a consulté directement plus de 480 partenaires et intervenants dans le cadre de 45 consultations et a reçu 90 observations écrites sur le [guide de discussion affiché publiquement](#). Je tiens à exprimer ma sincère gratitude pour les précieux commentaires reçus.

Gestion des situations d'urgence Ontario s'est engagé à maintenir un dialogue continu avec ses partenaires et la population de l'Ontario pour s'assurer que nous appuyons efficacement notre vision collective d'un Ontario sécuritaire, entraîné et préparé. Les modifications proposées sont affichées dans le [Registre de la réglementation de l'Ontario et le Registre environnemental de l'Ontario](#) aux fins d'examen et de commentaires.

### **Démarche de mise en œuvre progressive**

Gestion des situations d'urgence Ontario continuera de consulter ses partenaires tout au long de la mise en œuvre progressive de des modifications proposées et d'appuyer l'élaboration de règlements, si ces modifications sont adoptées. Cela comprendrait un soutien et une orientation continus sur ce qui serait nécessaire pour mettre en œuvre les programmes et les plans de gestion des situations d'urgence requis.

Si vous avez des questions, veuillez communiquer avec la Direction des politiques et de la gouvernance relatives à la gestion des situations d'urgence à l'adresse [EMOPolicy@ontario.ca](mailto:EMOPolicy@ontario.ca).

Je vous remercie de continuer de vous associer à nous pour veiller ensemble à la la sécurité et au bien-être de la population de l'Ontario.

Bien cordialement,



Bernie Derible  
Sous-ministre et commissaire à la gestion des situations d'urgence  
Gestion des situations d'urgence Ontario

c. c. :

Eric Everett, sous-ministre adjoint, Division des stratégies, de la surveillance et des renseignements relatifs à la gestion des situations d'urgence, Gestion des situations d'urgence Ontario, Secrétariat du Conseil du Trésor

Heather Levecque, sous-ministre adjointe, Division des activités relatives à la gestion des situations d'urgence, Gestion des situations d'urgence Ontario, Secrétariat du Conseil du Trésor

Lisa Priest, sous-ministre adjointe, Division de la protection civile, des programmes et de la planification relatifs à la gestion des situations d'urgence, Gestion des situations d'urgence Ontario, Secrétariat du Conseil du Trésor

Michelle Astill, directrice, Direction des politiques et de la gouvernance relatives à la gestion des situations d'urgence, Division des stratégies, de la surveillance et des renseignements relatifs à la gestion des situations d'urgence, Gestion des situations d'urgence Ontario, Secrétariat du Conseil du Trésor

Treasury Board Secretariat

Secrétariat du conseil du trésor

Emergency Management Ontario

gestion des situations d'urgence

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**DATE:** December 9, 2024

**MEMORANDUM TO:** Emergency Management Partners

**FROM:** Bernie Derible  
Deputy Minister and Commissioner of Emergency  
Management  
Emergency Management Ontario

**SUBJECT:** **Proposed Amendments to Modernize the  
*Emergency Management and Civil Protection Act***

---

I am pleased to share an update on an important milestone in modernizing emergency management in the province.

On December 9, 2024, the government [introduced Bill 238, the Emergency Management Modernization Act, 2024](#). This bill proposes amendments to modernize the *Emergency Management and Civil Protection Act* (EMCPA).

The EMCPA is Ontario's legislative framework for emergency management. The EMCPA and its regulations have not been comprehensively updated in more than 15 years. With an increasingly complex emergency management landscape, it is more important than ever to ensure that Ontario is safe, practiced and prepared.

#### **Proposed Amendments to the EMCPA**

If passed, the proposed amendments to the EMCPA would strengthen provincial leadership and co-ordination of emergency management. It would also support enhanced community capacity in emergency management to ensure Ontario is ready for the challenges of today and the future.

Proposed amendments to the EMCPA if passed, would:

- Support a unified understanding of emergency management across Ontario.
- Strengthen provincial leadership and co-ordination by facilitating the role of Emergency Management Ontario as the one window for co-ordinating provincial emergency management activities.

- Strengthen planning and co-ordination with emergency management partners, including by outlining the ability to enter into agreements and liaise with public and private sector partners, including municipalities, Indigenous communities and other governments.
- Support municipal emergency management by enabling regulations to allow flexibility for municipal emergency management programs based on needs and capacity, as well as clarify processes for municipal declarations of emergency and requests for assistance.
- Enable a future emergency management program and plan requirements to be established for designated entities that provide or operate critical infrastructure, subject to further engagement with partners, to support continuity of services and operations.

### **Partner and Stakeholder Feedback**

The proposed amendments to the EMCPA are informed by feedback from partners, best practices in emergency management and lessons learned from past emergencies. Over the summer of 2024, Emergency Management Ontario directly engaged over 480 partners and stakeholders through 45 engagements and received 90 written submissions on the [publicly posted discussion guide](#). I would like to express my sincere gratitude for the valuable feedback received.

Emergency Management Ontario is committed to ongoing engagement with our partners and the people of Ontario to ensure we are effectively supporting our collective vision of a safe, practiced and prepared Ontario. The proposed amendments are posted on the [Ontario Regulatory Registry and the Environmental Registry of Ontario](#) for review and feedback.

### **Phased Implementation Approach**

If passed, Emergency Management Ontario would continue to engage partners throughout the phased implementation of proposed amendments and to support regulatory development. This would include ongoing support and guidance on what would be needed to implement required emergency management programs and plans.

If you have any questions, please contact the Emergency Management Policy and Governance Branch at [EMOPolicy@ontario.ca](mailto:EMOPolicy@ontario.ca).

Thank you again for your valued partnership as we work together to ensure the safety and wellbeing of communities across Ontario.

Best always,



Bernie Derible  
Deputy Minister and Commissioner of Emergency Management  
Emergency Management Ontario in Treasury Board Secretariat

Cc:

Eric Everett, Assistant Deputy Minister, Emergency Management Strategy, Monitoring and Intelligence Division, Emergency Management Ontario, Treasury Board Secretariat

Heather Levecque, Assistant Deputy Minister, Emergency Management Operations Division, Emergency Management Ontario, Treasury Board Secretariat

Lisa Priest, Assistant Deputy Minister, Emergency Management Preparedness, Programs and Planning Division, Emergency Management Ontario, Treasury Board Secretariat

Michelle Astill, Director, Emergency Management Policy and Governance Branch, Emergency Management Strategy, Monitoring and Intelligence Division, Emergency Management Ontario, Treasury Board Secretariat

25 novembre 2024

Objet : *Décision sur le document de discussion : réglementation des projets de stockage géologique du carbone à des fins commerciales en Ontario, et la proposition Favoriser le développement du stockage géologique du carbone à des fins commerciales en Ontario : Loi sur le stockage géologique du carbone*

---

Bonjour,

Au cours des deux dernières années, le ministère des Richesses naturelles a adopté une approche mesurée et progressive pour autoriser ainsi que réglementer le stockage géologique du carbone en Ontario. Le stockage du carbone est une nouveauté dans la province et l'élaboration d'un cadre complet pour réglementer cette activité permettrait de s'assurer qu'elle est menée de manière responsable en mettant en place des mesures afin de protéger les personnes et l'environnement.

Le stockage géologique du carbone (également appelé stockage du carbone) consiste à injecter le dioxyde de carbone (CO<sub>2</sub>) capturé, dans des formations géologiques profondes en vue d'un stockage permanent. Cette technologie pourrait fournir aux industries de l'Ontario un outil essentiel qui permettrait de gérer leurs émissions et de contribuer à la réalisation des objectifs de réduction des émissions de l'Ontario.

Nous vous écrivons aujourd'hui pour vous informer que 1) la décision a été prise de procéder à l'élaboration d'un cadre pour permettre le stockage géologique du carbone à des fins commerciales (affichage n° 019-8767 du Registre environnemental de l'Ontario), et 2) qu'une nouvelle *Loi de 2024 sur le stockage géologique du carbone* a été proposée (affichage n° 019-9299 du Registre environnemental de l'Ontario).

Ces développements représentent des étapes importantes vers la phase 3 de [l'approche d'élaboration d'un cadre réglementaire pour le stockage géologique du carbone en Ontario](#). L'Ontario vise à mettre en place un cadre d'ici l'été 2025. Dans un premier temps, le ministère prévoit que des projets à des fins commerciales soient proposés dans le sud-ouest de l'Ontario, où la géologie devrait être la plus appropriée.

1) Au cours de l'été dernier, nous avons communiqué des renseignements au sujet de l'élaboration d'un cadre législatif et réglementaire concernant le stockage géologique du carbone à des fins commerciales. Ces renseignements comprenaient un

document de discussion qui donnait une vue d'ensemble du processus des différentes composantes du cadre. À la lumière des commentaires reçus, la décision a été prise d'aller de l'avant avec l'élaboration du cadre.

Plus obtenir plus de détails sur la décision, les commentaires reçus et le document de discussion original peuvent être consultés dans l'avis de décision sur le Registre environnemental de l'Ontario : <https://ero.ontario.ca/fr/notice/019-8767>.

- 2) Selon les commentaires reçus en réponse au document de discussion, ainsi que des rétroactions reçues lors des phases précédentes de développement du cadre, une *Loi sur le stockage géologique du carbone* (la « Loi ») est proposée. La loi proposée permettrait de réglementer les activités de recherche et d'évaluation, ainsi que les activités de stockage du carbone associées au stockage permanent du dioxyde de carbone dans les formations géologiques souterraines de l'Ontario.

Nous vous encourageons à examiner la proposition législative et à nous faire part de vos commentaires sur le registre environnemental de l'Ontario (affichage n° 019-9299 du Registre environnemental de l'Ontario).

Si vous souhaitez obtenir plus de renseignements ou si vous avez des questions, veuillez communiquer avec Andrew Ogilvie, gestionnaire de la Section de l'exploitation des richesses naturelles, au 705 761-5815 ou par courriel à : [Resources.Development@ontario.ca](mailto:Resources.Development@ontario.ca).

Veuillez agréer mes sentiments les meilleurs.

A handwritten signature in black ink that reads "Jennifer Keyes". The signature is written in a cursive, flowing style.

Jennifer Keyes  
Directrice, Direction de l'élaboration et des politiques relatives aux dangers

**Ministry of Natural Resources**

Development and Hazard Policy Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

**Ministère des Richesses naturelles**

Direction de la politique d'exploitation des  
ressources et des risques naturels.  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7

November 25, 2024

Subject: *Decision on Discussion Paper: Regulating Commercial-Scale Geologic Carbon Storage Projects in Ontario, and Proposal on Enabling the Development of Commercial-Scale Geologic Carbon Storage in Ontario: The Geologic Carbon Storage Act*

---

Hello,

Over the past two years, the Ministry of Natural Resources has been taking a measured and phased approach to enabling and regulating geologic carbon storage in Ontario. Carbon storage is new to the province, and developing a comprehensive framework to regulate this activity would help ensure that it is done responsibly, with measures in place to safeguard people and the environment.

Geologic carbon storage (further referred to as carbon storage) involves injecting captured carbon dioxide (CO<sub>2</sub>) into deep geological formations for permanent storage. This technology could provide industries in Ontario with a critical tool for managing their emissions and contributing to the achievement of Ontario's emissions reduction targets.

Today, we are writing to notify you that 1) a decision has been made to proceed with the development of a framework for enabling commercial-scale geologic carbon storage (Environmental Registry of Ontario posting # 019-8767), and 2) that a new *Geologic Carbon Storage Act* is being proposed (Environmental Registry of Ontario posting # 019-9299).

These developments represent significant steps towards Phase 3 of Ontario's [approach to enabling and regulating geologic carbon storage](#). Ontario aims to have a framework in place by summer 2025. Initially, the ministry anticipates that commercial-scale projects would be proposed in Southwestern Ontario, where the geology is expected to be the most suitable.

- 1) In the summer of this year, we shared information about the development of a legislative and regulatory framework for commercial-scale geologic carbon storage. This information included a discussion paper that provided an overview of how various components of the framework could function. Based on feedback received, a decision was made to move forward with the development of the framework.

More details on the decision, the feedback received, and the original discussion paper can be viewed in the decision notice on the Environmental Registry of Ontario: <https://ero.ontario.ca/notice/019-8767>.

- 2) Based on comments received in response to the discussion paper, as well as feedback received in previous phases of framework development, a *Geologic Carbon Storage Act* (the “Act”) is being proposed. The proposed Act would enable the regulation of research and evaluation activities, and carbon storage activities associated with the permanent storage of carbon dioxide in underground geologic formations in Ontario.

We encourage you to review, and submit feedback on, the legislative proposal on the [Environmental Registry of Ontario posting # 019-9299](#).

If you would like more information or have any questions, please contact Andrew Ogilvie, Manager of Resources Development Section, at 705-761-5815 or through email: [Resources.Development@ontario.ca](mailto:Resources.Development@ontario.ca).

Sincerely,

A handwritten signature in black ink that reads "Jennifer Keyes". The signature is written in a cursive, flowing style.

Jennifer Keyes  
Director, Development and Hazard Policy Branch





January 2, 2025

The Honourable Michael Parsa  
Minister of Children, Community and Social Services  
7th Floor, 438 University Ave.  
Toronto, ON M5G 2K8  
SENT BY EMAIL: [MinisterMCCSS@ontario.ca](mailto:MinisterMCCSS@ontario.ca)

Dear Minister Parsa

The Federation of Northern Ontario Municipalities' mission *is to improve the economic and social quality of life for all northerners and to ensure the future of our youth*. The Board would like the Province to consider providing emergency stabilization funding to address the current shortfall in child welfare providing by the Children's Aid Societies.

As well we would ask that the Ministry of Children, Community and Social Services undertake a Province wide service review, including the funding model. Also, during the review we would ask that the points listed in the resolution be reviewed and discussed.

Minister, I and the FONOM Executive would be pleased to discuss this further with your staff.

FONOM is an association of some 110 districts/municipalities/cities/towns in Northeastern Ontario mandated to work for the betterment of municipal government in Northern Ontario and strive for improved legislation respecting local government in the North. It is a membership-based association that draws its members from Northeastern Ontario and is governed by an 11-member board.

### **FINANCIAL SUSTAINABILITY IN CHILD WELFARE**

WHEREAS Children's Aid Societies across Ontario are experiencing significant financial pressures, with the majority of agencies running deficits in the millions;

WHEREAS the Financial Accountability Office has indicated funding for child protection has fallen behind inflation, with the sector missing \$70 million compared to previous funding levels;

WHEREAS the current funding model implemented in 2013 has limitations that affect the safety and well-being of children, particularly in northern and remote communities;

# FONOM

Federation of Northern Ontario Municipalities

WHEREAS the Ministry of Children, Community and Social Services' spending on Child Protection Services is projected to grow at only 0.7% annually from 2023-24 to 2028-29, well below inflation;

WHEREAS the child welfare redesign strategy requires enhanced community-based prevention services and improved quality of care, which cannot be achieved without adequate funding.

**THEREFORE BE IT RESOLVED that the Federation of Northern Ontario Municipalities (FONOM),** calls on the Government of Ontario to immediately address the funding shortfall in child welfare by providing emergency stabilization funding to Children's Aid Societies;

Requests that the Ministry of Children, Community and Social Services undertake a **Province wide service review**, including the funding model. During the review, FONOM asks that the following be included in the review.

- Adequately addresses the unique challenges of northern and remote communities;
- Account created for higher operational costs in geographically dispersed regions;
- Provide sustainable funding for prevention services;
- Urges the Province to implement multi-year funding commitments that allow for proper planning and service delivery;
- Advocates for the development of a specific Northern Strategy for child welfare that recognizes the unique needs and challenges of Northern communities.

**BE IT FURTHER RESOLVED that this resolution be forwarded to:** The Honourable Michael Parsa, Minister of Children, Community and Social Services, the Ontario Association of Children's Aid Societies, Association of Native Child and Family Services Agencies of Ontario, All municipalities within FONOM's jurisdiction, the Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), and the leaders of the Opposition Parties.

Regards.



President Danny Whalen  
**705-622-2479**

# COUNCIL RESOLUTION



Moved By: Krystal Lévesque  
Seconded By: Julila Hemphill

DATE: January 15, 2025  
Resolution No. 25-005

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated December 20, 2024 from the City of Toronto with regards to a request for support concerning allowing only voluntary blood and plasma collection, where donors do not receive payment for their blood or plasma, as presented.

<u>Carried</u>	<u>Defeated</u>	<u>Deferred</u>
	✓	

RECORDED VOTE:	YES	NO
Councillor Hélène Perth	___	___
Councillor Krystal Lévesque	___	___
Councillor Julila Hemphill	___	___
Councillor Jr. Vallières	___	___
Mayor Beverly Nantel	___	___

Declaration of Pecuniary Interest and General Nature Thereof:

City Clerk's Office

**Secretariat**  
Sylvia Przewdziecki  
Council Secretariat Support  
City Hall, 12<sup>th</sup> Floor, West  
100 Queen Street West  
Toronto, Ontario M5H 2N2Tel: 416-392-7032  
Fax: 416-392-2980  
e-mail:  
Sylvia.Przewdziecki@toronto.ca  
web: www.toronto.ca**In reply please quote:  
Ref.: 24-MM23.1**

(Sent by Email)

December 20, 2024

**ALL ONTARIO MUNICIPALITIES:****Subject: Member Motion Item 23.1  
Declaring Toronto a Paid-Plasma-Free Zone - by Councillor Chris Moise,  
seconded by Councillor Alejandra Bravo (Ward All)**

City Council on November 13 and 14, 2024, adopted [Item MM23.1](#) and in doing so, has forward this item to Canadian Blood Services, federal, provincial and territorial Ministers of Health, Grifols Pharmaceuticals, and all Ontario Municipalities and requested that they support only voluntary blood and plasma collection, where donors do not receive payment for their blood or plasma.

Yours sincerely,

*Niko Markakis*, for

for City Clerk

S. Przewdziecki/mp

## Attachment

Sent to: All Ontario Municipalities  
Chief Executive Officer, Canadian Blood Services  
Chief Executive Officer, Grifols Canada

c. City Manager

## City Council

### Member Motions - Meeting 23

MM23.1	ACTION	Adopted		Ward: All
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### **Declaring Toronto a Paid-Plasma-Free Zone - by Councillor Chris Moise, seconded by Councillor Alejandra Bravo**

#### **City Council Decision**

City Council on November 13 and 14, 2024, adopted the following:

1. City Council express its opposition to the operation of private for-profit blood collection companies in the City.
2. City Council forward this item to Canadian Blood Services, federal, provincial and territorial Ministers of Health, Grifols Pharmaceuticals, and all Ontario Municipalities and request that they support only voluntary blood and plasma collection, where donors do not receive payment for their blood or plasma.

#### **Summary**

In the City of Toronto, we uphold the principle of voluntary blood and plasma donation, acknowledging its vital importance as a public good. Our commitment derives from the lessons of Canada's tainted blood crisis, which tragically claimed approximately 8,000 lives. The subsequent Royal Krever Commission urged a fully voluntary, non-payment oriented blood and plasma donation system.

Within our Ontario healthcare system, we perceive blood donations as a priceless public resource, underscoring the need to safeguard the integrity of the public, voluntary donor system.

The Voluntary Blood Donations Act of Ontario strengthens this stance, legislating against the payment of donors and prohibiting donors from receiving financial compensation for their blood or plasma.

Canada Blood Services plans to open five paid plasma clinics, including one in Toronto, by 2025. This issue needs immediate attention and action. The public health community has raised concerns about Grifols Pharmaceuticals' plans to open a Toronto clinic. It's vital we protect vulnerable residents from exploitation by for-profit plasma collection companies offering cash for blood-plasma, a predatory practice.

In bringing this motion forward, we strive to reinforce the principles of voluntary, non-remunerated blood and plasma donation, protecting both the integrity of Canada's public blood system and the dignity of blood donors.

## **Background Information (City Council)**

Member Motion MM23.1

<https://www.toronto.ca/legdocs/mmis/2024/mm/bgrd/backgroundfile-249600.pdf>

Attachment 1 - Resolution to Declare the City of Hamilton a "No Paid Plasma Zone"

<https://www.toronto.ca/legdocs/mmis/2024/mm/bgrd/backgroundfile-250144.pdf>





January 9, 2025

The Honorable Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

Re: Motion regarding Opposition to Provincial Legislation on Cycling Lanes and Support for Municipal Authority in Transportation Planning

At their Regular Meeting of Council on January 8, 2025, the Council of the Town of Aylmer endorsed the following resolution:

WHEREAS the Government of Ontario has announced legislation requiring provincial approval for new cycling lanes;

AND WHEREAS this legislation would compel municipalities to demonstrate that proposed cycling lanes will not negatively impact vehicle traffic;

AND WHEREAS cycling infrastructure is crucial for environmental transportation, road safety, and public health, and provincial oversight in this matter represents an unwarranted intrusion into municipal authority;

AND WHEREAS the Town of Aylmer is evolving an active transportation plan to enhance walking and cycling infrastructure;

AND WHEREAS the Association of Municipalities of Ontario (AMO) has strongly criticized this proposed legislation as a "significant overreach" into municipal jurisdiction;

AND WHEREAS AMO has stated that none of its 444 member municipalities were consulted or shown evidence justifying the province's proposed veto power over new bike lanes;

THEREFORE, BE IT RESOLVED:

1. That the Town of Aylmer strongly opposes the proposed provincial legislation governing bicycle lanes and affirms its support for maintaining municipal jurisdiction over cycling infrastructure decisions.

2. That the Town of Aylmer endorses the AMO's position that municipalities are better positioned than the Ministry of Transportation to make decisions about local transportation matters based on local knowledge and community input.
3. That the Town of Aylmer calls on the Government of Ontario to withdraw the proposed legislation and respect the established authority of municipalities to make informed decisions about local transportation needs, including the implementation of cycling lanes.
4. That the Town of Aylmer reaffirms its commitment to its transportation plan and the continued development of safe, environmentally friendly, efficient cycling infrastructure for the benefit of all residents.
5. That the Town Clerk be directed to forward a copy of this resolution to the Premier of Ontario, the Minister of Transportation, the Member of Provincial Parliament representing constituencies within the Elgin-Middlesex-London region, to the Association of Municipalities of Ontario ([amo@amo.on.ca](mailto:amo@amo.on.ca)) and all Municipalities in Ontario.
6. That the Town of Aylmer calls upon municipalities across Ontario to adopt similar resolutions in defense of local decision-making authority and sustainable, efficient and environmentally friendly transportation planning.

Thank you,

**Owen Jaggard**

**Director of Legislative Services/Clerk** | Town of Aylmer  
46 Talbot Street West, Aylmer, ON N5H 1J7  
519-773-3164 Ext. 4913 | Fax 519-765-1446  
[ojaggard@town.aylmer.on.ca](mailto:ojaggard@town.aylmer.on.ca) | [www.aylmer.ca](http://www.aylmer.ca)

CC:

Hon. Prabmeet Singh Sarkaria [prabmeet.sarkaria@pc.ola.org](mailto:prabmeet.sarkaria@pc.ola.org)  
Hon. Rob Flack [rob.flack@pc.ola.org](mailto:rob.flack@pc.ola.org)  
Association of Municipalities of Ontario [resolutions@amo.on.ca](mailto:resolutions@amo.on.ca)  
All municipalities

# COUNCIL RESOLUTION



Moved By:           *Krystal*            
Seconded By:           *Julita*          

DATE: January 15, 2025  
Resolution No.           25-007          

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated November 29, 2024 from the City of Guelph with regards to a request for support concerning enabling municipalities to charge fees for use of municipal property by gas utilities, as presented.

 _____	_____	_____
<b>Carried</b>	<b>Defeated</b>	<b>Deferred</b>

RECORDED VOTE:	YES	NO
<b>Councillor</b> Hélène Perth	_____	_____
<b>Councillor</b> Krystal Lévesque	_____	_____
<b>Councillor</b> Julila Hemphill	_____	_____
<b>Councillor Jr.</b> Vallières	_____	_____
<b>Mayor</b> Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:

November 29, 2024

**Sent via email to:** [premier@ontario.ca](mailto:premier@ontario.ca); [minister.mah@ontario.ca](mailto:minister.mah@ontario.ca);  
[MinisterEnergy@ontario.ca](mailto:MinisterEnergy@ontario.ca)

**Premier of Ontario**

Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

**The Honourable Paul Calandra**

Minister of Municipal Affairs and Housing  
17<sup>th</sup> Floor, 777 Bay Street  
Toronto, ON M7A 2J3

**The Honourable Stephen Lecce**

Minister of Energy and Electrification  
10<sup>th</sup> Floor, 77 Grenville Street  
Toronto, ON M7A 2C1

**RE: Guelph City Council Resolution to Enable Municipalities to Charge Fees for use of Municipal Property by Gas Utilities**

Dear Premier Ford, Minister Calandra and Minister Lecce,

Guelph City Council at its meeting held on November 26, 2024 passed a resolution regarding the ability of municipalities to charge gas utilities for their use of municipal property, which included the following motions:

1. That Council request the Province of Ontario to amend section 9 of Regulation 584/06 under the Municipal Act, 2001, to permit municipalities to charge fair fees to for-profit gas utilities for their use of public property, as municipalities do in most other provinces.
2. That Council direct staff, to the satisfaction of the DCAO of IDE, to negotiate a Franchise Agreement with the gas distribution company that:
  - a. will allow the City of Guelph to charge fees for use of public property if and when Ontario Regulation 584/06 is amended to allow such charges,
  - b. will ensure that the City of Guelph is not liable to pay for any gas infrastructure relocations needed due to conflicts with municipal infrastructure, and
  - c. will ensure future charges for use of municipal property is not passed on to Guelph customers of the gas distribution company.
3. That the City of Guelph supports, in principle, the Bill 219, "No Free Ride for Fossil Fuels Act, 2024" tabled November 4, 2024 by Guelph MPP Mike Schreiner.

**City Hall**  
1 Carden St  
Guelph, ON  
Canada  
N1H 3A1

T 519-822-1260  
TTY 519-826-9771

[guelph.ca](http://guelph.ca)

Across most of Canada, municipalities charge for-profit gas utilities fees for the use of municipal property. This revenue supports municipalities in managing abandoned gas distribution infrastructure and any conflicts with municipal infrastructure without increasing the financial burden on property taxpayers. However, in Ontario, Section 9 of *O.Reg. 584/06* under the *Municipal Act, 2001* prohibits municipalities from charging for-profit gas utilities these fees. If the charging of these fees is permitted, revenues would provide much needed funding towards essential City services and programs, and support the City in funding any future work associated with gas distribution infrastructure.

As Guelph seeks to renew its Franchise Agreement, which sets out the conditions for the use of municipal property by the gas distribution company, there is an opportunity to review the compensation framework for municipalities across Ontario. Many sectors and individuals are increasingly transitioning away from natural gas in favour of cleaner and carbon-free technologies, and Guelph Council believes municipalities should not be locked in to long-term agreements which limit the ability of municipalities to receive fair compensation from for-profit gas distribution companies.

As such, Guelph City Council requests the Province of Ontario amend section 9 of *O.Reg. 584/06* under the *Municipal Act, 2001*, to permit municipalities to charge fees to for-profit gas utilities for their use of public property. Additionally, Guelph City Council would like to express its support, in principle, for Bill 219 – the *No Free Ride for Fossil Fuels Act, 2024*, which would enshrine the right of municipalities to charge fees under the *Municipal Act, 2001*, and the *City of Toronto Act, 2006*.

Sincerely,

**Intergovernmental Services on behalf of Guelph City Council**

Chief Administrative Office

[Intergovernmental.relations@guelph.ca](mailto:Intergovernmental.relations@guelph.ca)

City Hall, 1 Carden Street, Guelph ON N1H 3A1

519-822-1260 x5602

**TTY:** 519-826-9771

CC: Mike Schreiner, Member of Provincial Parliament for Guelph;  
Ontario's Big City Mayors  
Association of Municipalities of Ontario  
All Ontario Municipalities

# COUNCIL RESOLUTION



Moved By:                     Krystal                      
Seconded By:                     Helene                    

DATE: January 15, 2025  
Resolution No.           25-008          

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Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated December 11, 2024 from the Municipality of Kincardine with regards to a request for support concerning property taxation implications related to non-market valuation of electricity industry properties, as presented.

✓

<hr/> <b>Carried</b>	<hr/> <b>Defeated</b>	<hr/> <b>Deferred</b>
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RECORDED VOTE:	YES	NO
Councillor Hélène Perth	_____	_____
Councillor Krystal Lévesque	_____	_____
Councillor Julila Hemphill	_____	_____
Councillor Jr. Vallières	_____	_____
Mayor Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:

## Council Meeting

**Motion #** 12/11/24 - 02

**Title:** Property Taxation Implications Related to Non-Market Valuation of Electricity Industry Properties, CAO General-2024-33

**Date:** Wednesday, December 11, 2024

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**Moved by:** Rory Cavanagh

**Seconded by:** Beth Blackwell

Whereas the Municipality of Kincardine is a proud host community of the Bruce Nuclear Generating Site where Bruce Power generates 30% of Ontario's electricity needs; and

Whereas two decades ago the Province of Ontario adopted a property tax assessment model that continues to apply to Ontario's nuclear generation facilities; and

Whereas the Province assessment model includes non-market property valuation for electricity generating properties; and

Whereas the Municipality of Kincardine undertook a study in 2024 which has shown that the Provincial assessment model is compromising fairness and shifting the tax burden away from the electricity industry properties and onto the broader property tax base within the host community; and

Whereas the study demonstrated that this is primarily attributable to the assessed value of the subject properties being held almost static over several reassessment cycles, resulting from the Provincially prescribed rules for electricity generating, transmission and distribution properties; and

Whereas the Provincial model results in a disparity between the continuously updated market values assigned to the majority of properties and the static, non-market-based formula applied to electricity industry properties means that the tax burden shifts onto non-industry taxpayers; and

Now Therefore be it Resolved That municipal staff be directed to send communication to the Premier of Ontario, Minister of Energy and Electrification, the Minister of Finance, and the local MPP, to request that the Province undertake an immediate review and update the property tax assessment model for Ontario's nuclear generation facilities and other properties within the electricity industry, and copy the Association of Municipalities of Ontario and all Ontario Municipalities.

**Carried.**

Jennifer Lawrie

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Clerk

# COUNCIL RESOLUTION



Moved By: Krystel  
Seconded By: Hélène

DATE: January 15, 2025  
Resolution No. 25-009

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Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached resolution dated December 9, 2024 from the Northern Ontario Women's Caucus (NOW Caucus) with regards to a request for support concerning the resignation of Michael Mantha from his position of M.P.P., as presented.

✓

<hr/> <b>Carried</b>	<hr/> <b>Defeated</b>	<hr/> <b>Deferred</b>
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RECORDED VOTE:	YES	NO
<b>Councillor</b> Hélène Perth	_____	_____
<b>Councillor</b> Krystel Lévesque	_____	_____
<b>Councillor</b> Julila Hemphill	_____	_____
<b>Councillor</b> Jr. Vallières	_____	_____
<b>Mayor</b> Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:

[of South River](#); [Village of Sundridge](#); [Town of Fort Frances](#); [Town of Rainy River](#); [Township of Alberton](#); [Township of Atikokan](#); [Township of Chapple](#); [Township of Dawson](#); [Township of Emo](#); [Township of Lake of the Woods](#); [Township of Morley](#); [Municipality of French River](#); [Municipality of Killarney](#); [Municipality of Markstay-Warren](#); [Municipality of St. Charles](#); [Town of Espanola](#); [Township of Baldwin](#); [Township of Sables Spanish Rivers](#); [City of Thunder Bay](#); [Municipality of Greenstone](#); [Municipality of Neebing](#); [Municipality of Oliver Paipoonge](#); [Municipality of Shuniah](#); [Town of Marathon](#); [Township of Conmee](#); [Township of Dorion](#); [Township of Gillies](#); [Township of Manitouwadge](#); [Township of Nipigon](#); [Township of O'Connor](#); [Township of Red Rock](#); [Township of Schreiber](#); [Township of Terrace Bay](#); [Municipality of Charlton and Dack](#); [Town of Cobalt](#); [Town of Englehart](#); [Town of Kirkland Lake](#); [Town of Latchford](#); [Township of Armstrong](#); [Township of Brethour](#); [Township of Casey](#); [Township of Chamberlain](#); [Township of Coleman](#); [Township of Evanturel](#); [Township of Gauthier](#); [Township of Harley](#); [Township of Harris](#); [Township of Hilliard](#); [Township of Hudson](#); [Township of James](#); [Township of Kerns](#); [Township of Larder Lake](#); [Township of Matachewan](#); [Township of McGarry](#); [City of Oshawa](#); [City of Pickering](#); [Durham Region](#); [Municipality of Clarington](#); [Town of Ajax](#); [Town of Whitby](#); [Township of Brock](#); [Township of Scugog](#); [Township of Uxbridge](#); [City of Burlington](#); [Halton Region](#); [Town of Halton Hills](#); [Town of Milton](#); [Town of Oakville](#); [City of Niagara Falls](#); [City of Port Colborne](#); [City of St. Catharines](#); [City of Thorold](#); [City of Welland](#); [Niagara Region](#); [Town of Grimsby](#); [Town of Lincoln](#); [Town of Niagara-on-the-Lake](#); [Town of Pelham](#); [Township of Wainfleet](#); [Township of West Lincoln](#); [City of Brampton](#); [City of Mississauga](#); [Peel Region](#); [City of Cambridge](#); [City of Kitchener](#); [City of Waterloo](#); [Region-Waterloo](#); [Township of Wellesley](#); [Township of Wilmot](#); [Township of Woolwich](#); [City of Markham](#); [City of Richmond Hill](#); [City of Vaughan](#); [Town of East Gwillimbury](#); [Town of Georgina](#); [Town of Newmarket](#); [Town of Whitchurch-Stouffville](#); [Township of King](#); [York Region](#); [Council Secretariat](#); [Municipality of Dutton Dunwich](#); [Township of Faraday](#); [Township of Moonbeam](#); [Township of Pickle Lake](#); [Municipality of South Dundas](#); [Township of Hornepayne](#); [Township of Chapleau](#); [Township of Oro-Medonte](#); [Grey County](#); [Village of Thornloe](#); [Township of Tav](#); [Municipality of Central Manitoulin](#); [Township of Adjala-Tosoronto](#); [Township of Nairn & Hyman](#); [Municipality of Leamington](#); [Township of Athens](#); [Municipality of Trent Lakes](#)

**Cc:** [Cheryl Fort](#)

**Subject:** Resolution from the Northern Ontario Women's Caucus (NOW Caucus)

**Date:** December-09-24 7:44:37 PM

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Resolution from Northern Ontario Women's Caucus (NOW Caucus)

WHEREAS an arbitrator's investigation into claims of sexual harassment against MPP Michael Mantha concluded during the investigation that the claims were substantiated;

AND WHEREAS in August 2023, MPP Michael Mantha was removed from the NDP caucus after allegations of workplace misconduct were substantiated by multiple witness interviews and video evidence;

AND WHEREAS Ontario residents have requested that the NOW Caucus request that Michael Mantha resign from his position as M.P.P. as they believe that based on the investigation that substantiated the sexual harassment allegations that he does not have the integrity and trust required of the office to effectively represent the Algoma-Manitoulin, particularly the women living in the riding;

AND WHEREAS elected officials at all levels should be held to the same standards as every working Ontarian, operating under workplace violence and harassment policies.

THEREFORE BE IT RESOLVED that NOW Caucus call on Michael Mantha to resign from his position as M.P.P. of the Algoma-Manitoulin Riding immediately.

AND FURTHER that this Resolution be circulated to the 444 municipalities, the office of Michael Manthas, Prime Minister Ford, Marit Stiles, Leader of the Ontario NDP, Bonnie Crombie, Leader of the Ontario Liberal Party, Mike Shreiner, Ontario Green Party, AMO, ROMA,

FONOM, and NOMA.

Moved – Mayor Baril;

Seconded: Councillor Koch

CARRIED

# COUNCIL RESOLUTION



Moved By: Krystel  
Seconded By: Julita

DATE: January 15, 2025  
Resolution No. 25-010

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to donate \$ 0 towards the Crime Stoppers of Sault Ste Marie and Algoma District with regards to their request for a financial donation towards their ongoing efforts to help solve crimes, as presented.

<u>✓</u>		
Carried	Defeated	Deferred

RECORDED VOTE:	YES	NO
Councillor Hélène Perth	___	___
Councillor Krystel Lévesque	___	___
Councillor Julila Hemphill	___	___
Councillor Jr. Vallières	___	___
Mayor Beverly Nantel	___	___

Declaration of Pecuniary Interest and General Nature Thereof:



580 Second Line East  
Sault Ste. Marie, ON P6B 4K1  
(705) 759-5081  
info@saultcrimestoppers.com  
www.saultcrimestoppers.com

**Executive Directors**

**Michael Goodship, CPA, CGA**  
Chair/Treasurer

**Velvet Redmond Harten**  
Vice-Chair

**Directors**

**Andrew Bessell**

**Brian Lester**

**Spencer Sharabura**

**Coordinators**

**Cst. Ashley Nickle, OPP**  
Algoma District  
Program Coordinator

**Kendra Addison**  
Sault Ste. Marie  
Program Coordinator

**Support**

**Henry Jin**  
Volunteer Assistant Coordinator

**SAY it  
HERE**

January 13, 2025

Mayor Beverly Nantel  
Township of Dubreuilville  
23 Pine Street, P.O. Box 367  
Dubreuilville, Ontario P0R 1G0

Dear Mayor Beverly Nantel,

**Celebrating 40 Years of Crime Stoppers – Your Support Makes a Difference**

I hope this message finds you well. My name is Michael Goodship, and I am the Chair/Treasurer of Crime Stoppers of Sault Ste. Marie and Algoma District. As we proudly celebrate the 40th Anniversary of Crime Stoppers, I am reaching out to request your continued support in making a lasting impact on our community.

Crime Stoppers has been an invaluable resource for law enforcement and the public, providing a safe and anonymous way for people to report crimes and help solve cases. However, our work is only possible because of the generosity of local communities like the Township of Dubreuilville. We kindly ask for your consideration of a donation of \$500 this year to help fund our critical promotional efforts. This contribution will directly support our programs that raise awareness about Crime Stoppers and drive participation, which ultimately helps solve crimes and keep our neighborhoods safe.

The impact of your donation is significant. It will enable us to expand our outreach and visibility across the district through initiatives like community events, local advertising, and educational materials. Your support not only helps fund these efforts but also makes a tangible difference by encouraging more tips and resulting in more solved crimes.

As a valued partner of Crime Stoppers, your community will receive numerous benefits, including:

- Enrollment in our Community Advocate Program, which highlights your commitment to public safety.
- Recognition on our website for one year, showcasing your support for this important initiative.
- Distribution of Crime Stoppers decals and signage in your community, raising awareness of how citizens can contribute to solving crimes.

Over the years, we have had the privilege of participating in local events where we distributed promotional materials such as pens, notepads, and hunting hats. These events allow us to engage directly with the community, fostering positive relationships and encouraging public participation in our program. We are eager to continue this engagement and are open to any suggestions you might have for future events, community presentations, or other initiatives to promote Crime Stoppers in the Township of Dubreuilville.

With your support, we can continue to expand our reach and make an even greater impact. The funds raised help us run effective campaigns that directly lead to more tips, more crimes solved, and a safer community for everyone. We hope that you

will consider a contribution of \$500, or whatever amount is possible for your township, to ensure Crime Stoppers can continue its work in the Township of Dubreuilville and beyond.

Thank you for your time and consideration. I look forward to the possibility of partnering with you again this year in making our district a safer place to live.

Please feel free to contact Kendra Addison, Coordinator, at (705) 759-5081 or by email at [kendra@saultcrimestoppers.com](mailto:kendra@saultcrimestoppers.com) for any further details or questions. You may also reach out to me directly at (705) 257-0775 or by email at [michael@saultcrimestoppers.com](mailto:michael@saultcrimestoppers.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Goodship". The signature is written in a cursive style with a large initial "M".

**Michael Goodship, CPA, CGA**

Chair/Treasurer

Crime Stoppers of Sault Ste. Marie and Algoma District

# COUNCIL RESOLUTION



Moved By:           Krystal            
Seconded By:           Helene          

DATE: January 15, 2025  
Resolution No.           25-011          

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council report dated January 9, 2025 from the Treasurer/Tax Collector with regards to the statement of remuneration and expenses paid to/for members of council in 2024, as presented.

✓ _____	_____	_____
<b>Carried</b>	<b>Defeated</b>	<b>Deferred</b>

<b>RECORDED VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Councillor</b> Hélène Perth	_____	_____
<b>Councillor</b> Krystal Lévesque	_____	_____
<b>Councillor</b> Julila Hemphill	_____	_____
<b>Councillor</b> Jr. Vallières	_____	_____
<b>Mayor</b> Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:



## The Corporation of the Township of Dubreuilville

### Statement of Remuneration and Expenses Paid to/for Members of Council in 2024

<u>Name</u>	<u>Remunerations</u>	<u>Expenses</u>	<u>Total</u>
Mayor, NANTEL, B	\$10,780.12	\$4,517.46	\$15,297.58
Councillor, HEMPHILL, J	\$7,799.96	\$300.00	\$8,099.96
Councillor, LEVESQUE, L	\$6,239.31	\$225.00	\$6,464.31
Councillor, PERTH, H	\$7,799.96	\$300.00	\$8,099.96
Councillor, LEVESQUE, K	\$7,799.96	\$300.00	\$8,099.96
Councillor, VALLIERES, J.	\$576.92		\$576.92
Council (CPP, EHT & Accident)		\$3,439.81	\$3,439.81
<b>TOTALS</b>	<b><u>\$40,996.23</u></b>	<b><u>\$9,082.27</u></b>	<b><u>\$50,078.50</u></b>

#### Section 284, Municipal Act, 2001, s.o. 2001, c. 25

**284 (1) Statement by Treasurer** - The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid the previous year to each member of council in respect of his or her services as a member of the council or as an officer of the municipal corporation.

**284 (2) Mandatory item** - The statement shall identify the by-law under which the remuneration or expenses were authorized to be paid. 2001,c.25,s.284(2)

*By-Law No. 2022-51* - Being a by-law to set Mayor and Councillors Remunerations.

*By-Law No. 2024-57* - Being a by-law to establish policies and specified rates for travelling on municipal business.

Brigitte Tremblay, Treasurer/Tax Collector  
Dated January 9, 2025

# COUNCIL RESOLUTION



Moved By: Helene  
Seconded By: Julila

DATE: January 15, 2025  
Resolution No. 25-012

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council report dated January 8, 2025 from the Infrastructure Superintendent with regards to the purchase of a new dump trailer, as presented.

<u>Carried</u>	<u>Defeated</u>	<u>Deferred</u> ✓
----------------	-----------------	-------------------

RECORDED VOTE:	YES	NO
Councillor Hélène Perth	_____	_____
Councillor Krystal Lévesque	_____	_____
Councillor Julila Hemphill	_____	_____
Councillor Jr. Vallières	_____	_____
Mayor Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:



## **Council Report**

**From:** Francis DeChamplain

**Date:** 08/01/25

Infrastructure Superintendent

**Subject:** Purchase of a 16' dump trailer.

**Purpose:** Purchase a dump trailer to help with different aspect of our daily tasks.

**Recommendation:** It's recommended that the Council of the Corporation of the Township of Dubreuilville hereby wishes to approve the purchase a dump 16' dump trailer as per attached quote from Martin's Trailer and Accessories Inc.

**Analysis:** A dump trailer would be an important addition to our fleet. Many of the jobs we undertake require hauling material from one place to another. It would be very helpful to have a trailer to haul the machinery to the work site, haul the material to/or from the work site with the trailer and bring back the machine. Since we purchased the mini excavator, several little cleaning projects have been tackled. Whether it's for hauling waste, branches or earth, we've had to use a local contractor to assist with his trailer to haul the material.

The trailer would also be used to bring our machines to Northshore Tractors if and when specific maintenance is required. We have been renting Magpie Relay's heavy-duty trailer for the past couple of years to transport our machinery ourselves.

**Financial Impact:** Attached is a quote from Martin's Trailer and Accessories Inc. for a 16' x 6' galvanized dump trailer at a cost of \$15,200.00 + taxes plates. There is a 4-6 week wait for delivery, that's why this is being brought forward now as the budget is usually only adopted in April.

Looking forward to a positive response and if you require any further information, please do not hesitate to ask.

**Francis DeChamplain**  
Infrastructure Superintendent

**Shelley B. Casey**  
CAO-Clerk



# QUOTE

Date: 1/7/2025  
 Invoice # Expiration Date: 1/21/2025

Martin's Trailers & Accessories, Inc.  
 626 Fifth Line E  
 Sault Ste. Marie, ON P6A 6J8  
 705-942-4666  
 Fax 705-942-4667  
 eiof@bellnet.ca

To TOWNSHIP OF DUBREUILVILLE  
 FRANCIS DECHAMPLAIN  
 705-884-2340

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Kris Robidoux					Due on receipt	

Qty	Item #	Description	Unit Price	Discount	Line Total
1	6X16	TANDEM AXLE GALVANIZED DUMP TRAILER TARP KIT 7 TON			15,200.00
		4-6 WEEKS FOR DELIVERY MVI INCLUDED			

**Total Discount**

**Sales tax**

1976.00

**License plate fee**

90.00

**Total**

17,266.00

Quotation prepared by: Trudy for/Ed Lofstrom \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_



**Thank you for your business!**





## **By-Law No. 2025-01**

### ***Being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on January 15, 2025.***

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, Chapter 25, 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 Section 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that the powers of a municipal corporation are to be exercised by its Council; and

WHEREAS Section 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law; and

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Dubreuilville at the January 15, 2025, meeting be confirmed and adopted through a confirmatory by-law;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of Dubreuilville enacts the following as a By-Law:

1. The actions of the Council of the Corporation of the Township of Dubreuilville in respect of each recommendation and in respect of each motion and resolution passed, and other action taken by Council at the January 15, 2025, meeting is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Council in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein or thereby, or required for the exercise of any powers therein by the Council.
3. That the Mayor and the CAO-Clerk of the Corporation of the Township of Dubreuilville are hereby authorized and directed to do all things necessary to give effect to the said action of the Council or to obtain approvals where required and, except where otherwise provided, the Mayor and the CAO-Clerk are hereby directed to execute all documents necessary on behalf of the Corporation of the Township of Dubreuilville and to affix the Corporate Seal thereto.

4. That this By-law shall come into force and take effect upon the passing thereof.

READ a first, second and third time and be finally passed this 15<sup>th</sup> day of January 15, 2025.

*By Naitel*  
MAYOR

*Shelley B. Casey*  
CAO-CLERK







## **By-Law No. 2025-02**

***Being a By-law to enter into a transfer payment agreement between His Majesty the King in Right of Ontario, as represented by the Office of the Fire Marshal, and the Corporation of the Township of Dubreuilville***

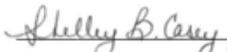
WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enter into a transfer payment agreement between His Majesty the King in Right of Ontario, as represented by the Office of the Fire Marshal, and the Corporation of the Township of Dubreuilville to provide financial assistance for the purchase of spare bunker gear for the fire departments' firefighters;

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Dubreuilville enacts as follows:

1. That the Mayor and the CAO-Clerk be authorized to execute a transfer payment agreement between His Majesty the King in Right of Ontario, as represented by Office of the Fire Marshal, and the Corporation of the Township of Dubreuilville in accordance with Appendix "1" attached to this By-Law.
2. That this By-law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 15th day of January 2025.

  
MAYOR

  
CAO-CLERK



# ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the

**BETWEEN:**

**His Majesty the King in right of Ontario  
as represented by the enter the full legal title of the Minister**

**(the “Province”)**

**- and -**

**(the “Recipient”)**

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

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

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT**

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

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**SIGNATURE PAGE FOLLOWS**

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Office of the Fire Marshal**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Carrie Clarke

**Title:** Deputy Fire Marshal

*Shelley B. Casey*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:**

**Title:**

I have authority to bind the Recipient

*Debbie Tremblay*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:**

**Title:**

I have authority to bind the Recipient

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

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

**“Maximum Funds”** means the maximum set out in Schedule “B”.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

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

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

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

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

## **A9.0 INDEMNITY**

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

amount equal to any Funds or any other amounts owing under the Agreement; or

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

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

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

#### **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

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

#### **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A19.0 WAIVER**

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

## **END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

---

<b>Maximum Funds</b>	\$
<b>Expiry Date</b>	March 31, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$ 5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Program Development &amp; Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p><b>Attention:</b> Katrina Nedeljkovich, Operations Manager</p> <p><b>Address:</b> 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p><b>Phone:</b> 705-305-4595</p> <p><b>Email:</b> <a href="mailto:Katrina.nedeljkovich@Ontario.ca">Katrina.nedeljkovich@Ontario.ca</a> / <a href="mailto:OFMGrants@Ontario.ca">OFMGrants@Ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

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The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

## **SCHEDULE "D"** **BUDGET**

---

Funding will be provided to the  
upon execution of this Agreement.

Funding will be provided to the  
explicitly for the purchase of one, or a combination of, the items prescribed within the  
listed summary in Schedule "C". Copies of all invoices and receipts for said items will  
be provided to the Office of The Fire Marshal as part of the Report Back described in  
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31<sup>st</sup>, 2025.  
Subsequently, the funds must be spent by the municipality by the end of Provincial  
Financial Quarter Three (Q3) (December 31, 2025).

## **SCHEDULE “E” PAYMENT PLAN**

---

### **E.1 MAXIMUM FUNDS**

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

### **E.2 PAYMENT SCHEDULE**

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

## **SCHEDULE "F" REPORTS**

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As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.

# COUNCIL RESOLUTION



Moved By:                     Krystel                      
Seconded By:                     Jr                    

DATE: January 15, 2025  
Resolution No.           25-015          

Whereas that By-Law No. 2025-03, being a By-law to authorize the execution of a GIS Support Contract with the Sault Ste Marie Innovation Centre (SSMIC), be adopted as presented.

 <hr/> <b>Carried</b>	<hr/> <b>Defeated</b>	<hr/> <b>Deferred</b>
-------------------------------------------------------------------------------------------------------------	-----------------------	-----------------------

RECORDED VOTE:	YES	NO
<b>Councillor H�el�ene Perth</b>	_____	_____
<b>Councillor Krystel L�evesque</b>	_____	_____
<b>Councillor Julila Hemphill</b>	_____	_____
<b>Councillor Jr. Valli�eres</b>	_____	_____
<b>Mayor Beverly Nantel</b>	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:

## **By-Law No. 2025-03**

### ***Being a By-law to authorize the execution of a GIS Support Contract with the Sault Ste Marie Innovation Centre (SSMIC)***

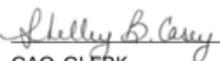
WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enter into a Contract Agreement for GIS support services by the Sault Ste Marie Innovation Centre (SSMIC);

THEREFORE, BE IT RESOLVED THAT the Corporation of the Township of Dubreuilville enacts as follows:

1. That the Mayor and the CAO-Clerk be authorized to execute an agreement between the Corporation of the Township of Dubreuilville and the SSMIC) in accordance with Schedule "A" attached to this By-Law.
2. That this By-law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 15<sup>th</sup> day of January 2025.

  
MAYOR

  
CAO-CLERK



Schedule "A" to By-Law 2025-03



GIS Support Contract for

The Township of Dubreuilville

Prepared by

The Sault Ste. Marie Innovation Centre

Date Submitted: December 3, 2024

## 1. Overview

The Sault Ste. Marie Innovation Centre (SSMIC) is pleased to present our proposal to serve as the Township of Dubreuilville (Dubreuilville) trusted third-party solution provider for enterprise Geographic Information Systems (GIS). As organizations increasingly rely on GIS to drive critical decision-making and operational efficiency, having expert support is essential to ensure seamless system performance and innovation. Our team brings extensive experience in delivering tailored GIS solutions, offering comprehensive services that range from system maintenance and web-GIS deployment to advanced technical support and strategic consulting. By partnering with us, your organization can enhance its GIS capabilities, reduce operational risks, and achieve long-term value from your GIS investments. We are committed to becoming a proactive extension of your team, providing the expertise and flexibility needed to meet your unique needs and goals

## 2. Experience and References

As an Ontario-based not-for-profit public service organization, SSMIC is dedicated to fostering community partnerships, enabling data sharing, and delivering advanced solutions in data analytics, software development, and GIS (Geographic Information Systems).

Our diverse team of nearly 30 professionals includes data analysts, GIS specialists, software developers, web programmers, database experts, graphic designers, and network security and system configuration specialists, all working together to deliver exceptional results.

Headquartered in Sault Ste. Marie, with satellite offices in Guelph, Ottawa and Sudbury we've developed, implemented, and continue to maintain one of the world's most comprehensive municipal and utilities datasets and GIS solutions—recognized by ESRI Inc. (2008) as a global leader. Our GIS platform has also earned the title of Best Public Sector GIS in Ontario on seven occasions (2003, 2006, 2009, 2012, 2015, 2018, 2020).

This award-winning system integrates an extensive dataset capturing all aspects of municipal and utilities infrastructure, alongside data critical to health, social services, emergency management, and economic development. SSMIC provides end-to-end services, including database administration, data maintenance, analytics, and custom software development, empowering over 50 local and regional agencies—such as the City of Sault Ste. Marie, PUC Inc., Algoma Public Health, and City Police and Fire Services—through a regional data trust model.

Building on our longstanding partnership with the City of Sault Ste. Marie and regional stakeholders, we have significantly expanded our reach over the past decade, delivering innovative data solutions to communities across Canada. As a trusted partner to hundreds of organizations nationwide, we also serve as a third-party turnkey provider of GIS, IT, and data services to seven municipalities, six District Social Services Boards, and 20 social services organizations—underscoring our dedication to advancing data-driven solutions on a national scale.

In addition, SSMIC is deeply committed to addressing the unique technology challenges faced by rural and remote communities. By leveraging our expertise in GIS, IT, and data analytics, we help these communities overcome barriers to connectivity, service delivery, and infrastructure management, ensuring equitable access to the benefits of modern technology solutions.

### 3. Costs

All projects under this agreement will utilize a **pay-as-you-go** model for GIS solution support, ensuring flexibility and cost-efficiency. SSMIC will provide preliminary estimates for all tasks and the necessary personnel required to complete them. These estimates must receive written approval from Dubreuilville's Project Lead before any work begins. Billing will be based on actual hours worked at the hourly rates listed below, plus applicable taxes.

Staff levels:

- Level I - \$110 (data editing; providing user support; simple mapping, technical support; documentation; quality checks)
- Level II - \$140 (advanced spatial analysis; custom development tools; policy development; database design; business analysis; training; coding support)
- Level III - \$170 (project lead, solution design, advanced troubleshooting, advanced technical support; system architecture, system integration, custom programming; data modeling and setup; complex spatial analysis; system administration, executive level presentations)

Dubreuilville will be invoiced quarterly for hours consumed based on the below dates:

<u>Period</u>	<u>Invoice Date</u>
Quarter 1	March 31
Quarter 2	June 30
Quarter 3	September 30
Quarter 4	December 31

### 4. Deliverables

Work to be performed by SSMIC typically includes the following services:

#### GIS Implementation and Setup

- Assistance with the initial setup and configuration of GIS systems, including software installation, data integration, and infrastructure optimization.

#### Data Management and Integration

- Organizing, managing, and integrating spatial and non-spatial data from various sources to support decision-making.
- Ensuring data consistency, accuracy, and accessibility across systems.

#### GIS Programming

- Development of custom scripts and tools to automate GIS workflows and processes.
- Creation of APIs for integrating GIS capabilities with other business systems.
- Enhancing existing GIS applications through advanced programming techniques.

#### Custom Mapping and Spatial Analysis

- Creation of custom maps tailored to specific community needs, such as land-use planning, environmental management, or resource allocation.
- Conducting advanced spatial analyses to support planning and decision-making.

#### Data Analytics

- Utilizing GIS and non spatial data for predictive modeling, trend analysis, and data visualization.
- Integration of spatial analytics with business intelligence platforms for enhanced insights.
- Performing complex data modeling to identify patterns and support strategic planning.

#### Technical Support and Troubleshooting

- On-demand technical assistance for system issues, software bugs, or performance concerns.
- Guidance on optimizing system performance and addressing infrastructure bottlenecks.

#### Training and Capacity Building

- Remote or on-site training for local staff, ensuring they are equipped with the skills needed to effectively use GIS tools and maintain systems.
- Developing comprehensive training materials and ongoing support programs.

#### Cloud-Based GIS Solutions

- Implementing cloud-based GIS platforms to enable access from anywhere, reducing the need for extensive local infrastructure.
- Ensuring scalability and reliability of cloud-based GIS systems.

#### Business System Integration

- Integrating GIS solutions with enterprise resource planning (ERP), customer relationship management (CRM), and other business systems.
- Facilitating seamless data exchange between GIS and non-GIS platforms.
- Designing workflows to streamline business operations using GIS capabilities.

#### Strategic GIS Consulting

- Offering guidance on best practices for using GIS technology to support long-term planning, community development, and infrastructure projects.
- Advising on the adoption of emerging GIS technologies and trends.

#### Disaster Management and Response Support

- GIS tools for managing and responding to emergencies, including mapping evacuation routes, monitoring natural disasters, and supporting recovery efforts.
- Real-time data visualization and analysis for disaster planning and mitigation.

#### Field Data Collection Solutions

- Providing mobile GIS tools for field data collection, allowing local teams to gather real-time data even in remote locations.
- Ensuring data collected in the field integrates seamlessly with centralized GIS systems.

#### System Security and Data Backup

- Ensuring that GIS data is secure, with regular backups and disaster recovery plans in place.
- Implementing advanced cybersecurity measures to protect GIS infrastructure.

### **5. Assumptions**

- User Support and training will be available Monday to Friday 8:30am to 4:30pm, except statutory holidays. The minimum charge out time for a user support call is 30 minutes.
- All support, training, administration and data capture will be completed from the SSMIC office in Sault Ste. Marie. Travel time will be quoted in advance of any trip or meeting.

- The cost of ESRI licensing, data or other software is excluded from this contract and is a responsibility of the client to the vendor. All software purchases made by SSMIC on behalf of the client will be pre-approved by the Project Lead in writing.
- The hourly rates specified in this agreement shall be subject to an annual adjustment based on changes in the Consumer Price Index (CPI) effective on the anniversary date of this agreement. The Anniversary date for this agreement is January 1, 2026, and can be renewed annually going forward.
- All service, support and training will be delivered in English.



January 15, 2025

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**Signature**

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**Date**

Shelley B. Casey

CAO-Clerk

---

**Printed Name**

---

**Title**

# COUNCIL RESOLUTION



Moved By: Krystal  
Seconded By: Hélène

DATE: January 15, 2025  
Resolution No. 25-016

Whereas that By-Law No. 2025-04, being a By-law to provide that in the year 2025 a levy be made before the adoption of the estimates for the year, be adopted as presented.

✓

<hr/> <b>Carried</b>	<hr/> <b>Defeated</b>	<hr/> <b>Deferred</b>
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RECORDED VOTE:	YES	NO
Councillor Hélène Perth	_____	_____
Councillor Krystal Lévesque	_____	_____
Councillor Julila Hemphill	_____	_____
Councillor Jr. Vallières	_____	_____
Mayor Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof:



## **By-Law No. 2025-04**

### ***Being a By-law to provide that in the year 2025 a levy be made before the adoption of the estimates for the year***

WHEREAS Section 317 of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that the Council of a local municipality may, in 2023 before the adoption of the estimates for the year under section 290, pass a by-law to levy 50% of the total amount of taxes for municipal and school purposes levied on residential and multi-residential properties for the year 2025;

AND WHEREAS Section 317 of the Municipal Act, 2001, S.O. 2001, Chapter 25 provides that the Council of a local Municipality may, in 2024 before the adoption of the estimates for the year under section 290, pass a by-law to levy 50% of the total amount of taxes for municipal and school purposes levied on commercial and industrial properties for the year 2025;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Dubreuilville enacts the following as a By-Law:

1. THAT an interim tax levy not exceeding 50% of the taxes levied in 2024, is hereby imposed and levied on the whole of the assessment for real property in the residential and multi-residential classes, according to the last revised assessment roll.
2. THAT an interim tax levy not exceeding 50% of the taxes levied in 2024, is hereby imposed and levied on the whole of the assessment for real property in the commercial and industrial classes, according to the last revised assessment roll.
3. THAT the said interim tax levy shall become due and payable in two (2) installments as follows:

Due date of first installment: March 31<sup>st</sup>, 2025

Due date of second installment: May 30<sup>th</sup>, 2025

4. THAT a penalty charge of one and one quarter percent (1.25%) shall be imposed as a penalty for non-payment of and shall be added to every tax installment or part thereof remaining unpaid at the beginning of the month following the installment due date and thereafter a penalty of one and one quarter percent (1.25%) per month will be added at the beginning of each and every month the default continues, until December 31, 2025.

5. THAT interest at the rate of one and one quarter percent (1.25%) per month be added on all amounts of taxes of the 2025 interim levy which remains outstanding as of January 1<sup>st</sup>, 2025, and at the beginning of each and every month the default continues.
6. THAT the Treasurer / Tax Collector no later than twenty-one (21) days prior to the date that the first installment is due shall mail or cause to be mailed to the last known address of the owner or place of business of each person a notice setting out the tax payments required to be made pursuant to this By-Law, the respective dates by which they are to be paid to avoid penalty and particulars of the penalties imposed by this By-Law for late payment.
7. THAT taxes shall be payable to the Corporation of the Township of Dubreuilville.
8. THAT the Treasurer / Tax Collector be and is hereby authorized to accept part payment from time to time on account of any taxes due and to give receipt for such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under Section 4 and 5 of this By-Law in respect to non-payment of taxes or any installment thereof.
9. THAT this by-law shall come into force January 1<sup>st</sup>, 2025.

READ a first, second and third time and be finally passed this 15th day of January 2025.

*By Naitel*  
MAYOR

*Shelley B. Casey*  
CAO-CLERK







## **By-Law No. 2025-05**

### ***Being a By-law to authorize the borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2025***

WHEREAS the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 407 (1) provides that at any time during a fiscal year, a municipality may authorize temporary borrowing, until the taxes are collected and other revenues are received, of the amounts that the municipality considers necessary to meet the expenses of the municipality for the year and of the amounts, whether or not they are expenses for the year, that the municipality requires in the year for, reserve, sinking and retirement funds; principal and interest due on any debt of the municipality; school purposes; other purposes the municipality is required by law to provide for; and the amount of principal and interest payable by a person or municipality primarily liable for debt, if the municipality has guaranteed the debt and the debt is in default (2009, c. 18, Sched. 18, s. 6 (1)); and

WHEREAS the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 407 (2) provides that except with the approval of the Ontario Municipal Board, the total amount borrowed at any one time plus any outstanding amounts of principal borrowed and accrued interest shall not exceed, from January 1 to September 30 in the year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year; and from October 1 to December 31 in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year; and

WHEREAS the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 407 (3) provides that until the budget is adopted in a year, the limits upon borrowing under subsection (2) shall temporarily be calculated using the estimated revenues of the municipality set out in the budget adopted for the previous year; and

WHEREAS the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 407 (4) provides that in subsections (2) and (3), estimated revenues do not include revenues derivable or derived from arrears of taxes, fees or charges; or a payment from a reserve fund of the municipality, whether or not the payment is for a capital purpose (2009, c. 18, Sched. 18, s. 6 (2)); and

WHEREAS the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 407 (5) provides that the lender is not responsible for establishing the necessity of temporary borrowing under this section or the manner in which the borrowing is used; and

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Dubreuilville ENACTS AS FOLLOWS:

Borrowing Authority

1. THAT the Head of Council and the Treasurer are hereby authorized to borrow from time to time by way of promissory note or banker's acceptance during the year 2025 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues are received, the current expenditures of the Corporation including the amounts set out in section 407 (1) of the Municipal Act;

Lenders

2. THAT the lender(s) from whom amounts may be borrowed under authority of this by-law shall be the Royal Bank of Canada and such other lender(s) as may be determined from time to time by resolution of Council.

Borrowing Documents Required

3. THAT the Treasurer shall, at the time that any amount is borrowed under this by-law, shall ensure that the lender is or has been furnished with a certified copy of this by-law, a certified copy of the resolution mentioned in section 2 determining the lender, if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of Section 407 of the Municipal Act that have not been repaid.

When Estimates Not Adopted

4. a) THAT if the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the limitation on total borrowing, as set out in Section 407 (2) of the Municipal Act, shall be calculated for the Corporation as set forth in the estimates adopted for the preceding year.

b) THAT if the estimates for the current year have not been adopted at the time an amount is borrowed under this by-Law, the statement furnished under Section 4 shall show the nature and amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the current preceding year and the nature and amount of the revenues received for and on account of the current year.

Charge Whole Revenue

5. THAT all or any sums borrowed under this by-law shall, with Revenue interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received; provided that such charge does not defeat or affect and is subject to any prior charge then subsisting in favors of any other lender.

Directive to Treasurer

6. THAT the Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the monies hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.

Execution of Promissory Note

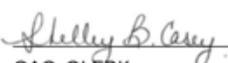
7. THAT promissory notes made under Section 1 of this by-law shall be signed and sealed by the Treasurer and by the Head of Council or by such other person as is authorized by by-law to sign it.

Effective Date

8. THAT this by-law shall take effect upon its reading and being passed.

READ a first, second and third time and finally passed this 15<sup>th</sup> day of January 2025.

  
MAYOR

  
CAO-CLERK



# COUNCIL RESOLUTION



Moved By: Krystel Lévesque  
Seconded By: Julila Hemphill

DATE: January 15, 2025  
Resolution No. 25-018

Whereas that By-Law No. 2025-06, being a By-law to authorize the execution of a Service Ontario Issuing Services Agreement with His Majesty the King in Right of Ontario, be adopted as presented.

Carried                       Defeated                       Deferred

RECORDED VOTE:	YES	NO
Councillor Hélène Perth	___	___
Councillor Krystel Lévesque	___	___
Councillor Julila Hemphill	___	___
Councillor Jr. Vallières	___	___
Mayor Beverly Nantel	___	___

Declaration of Pecuniary Interest and General Nature Thereof:

**By-Law No. 2025-06**

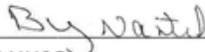
***Being a By-law to authorize the execution  
of a Service Ontario Issuing Services  
Agreement with His Majesty the King in  
Right of Ontario***

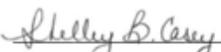
WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enter into a Service Ontario Issuing Services Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Public and Business Service Delivery and Procurement (MPBSDP);

THEREFORE, BE IT RESOLVED THAT the Corporation of the Township of Dubreuilville enacts as follows:

1. That the Mayor and the CAO-Clerk be authorized to execute a Service Ontario Issuing Services Agreement between the Corporation of the Township of Dubreuilville and His Majesty the King in Right of Ontario as represented by MPBSDP in accordance with Appendix "D" attached to this By-Law.
2. That this By-law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 15<sup>th</sup> day of January 2025.

  
MAYOR

  
CAO-CLERK



Appendix "D" to By-Law 2025-06

**ServiceOntario  
ISSUING SERVICES AGREEMENT**

**BETWEEN: Township of Dubreuilville**

**AND**

**HIS MAJESTY THE KING  
IN RIGHT OF ONTARIO as represented by the  
MINISTER OF PUBLIC AND BUSINESS  
SERVICE DELIVERY AND PROCUREMENT**

**EFFECTIVE DATE: February 1, 2025**

**SERVICEONTARIO CENTRE LOCATION: Dubreuilville**

## AGREEMENT INDEX

### ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

- 1.01 Defined Terms
- 1.02 No Indemnities from Ontario
- 1.03 Entire Agreement
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# ISSUING SERVICES AGREEMENT

**THIS AGREEMENT** for the delivery of Issuing Services in Dubreuilville (the "Agreement") is made as of the 1<sup>st</sup> day of February 2025,

BETWEEN:

**HIS MAJESTY THE KING** in right of Ontario  
as represented by the  
Minister of Public and Business Service Delivery and Procurement  
(referred to as "**MPBSDP**")

AND

**Township of Dubreuilville**  
(referred to as the "**Service Provider**")

**WHEREAS** the parties have identified a need to ensure service continuity in Dubreuilville and its surrounding areas;

**AND WHEREAS** the Service Provider has agreed to provide the Issuing Services at an existing ServiceOntario location in Dubreuilville as further described herein;

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

## ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

### 1.01 **Defined Terms**

When used in the Agreement, including the schedules to the Agreement, the following capitalized words or expressions have the following meanings:

**"Affiliate"** has the same meaning as set out in the Ontario *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;

**"Ancillary Products or Services"** has the meaning set out in **Subsection 15.01(c)** of this Agreement;

**"Authority"** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement; and **"Authorities"** means all such authorities, agencies, bodies and departments;

**"Business Continuity Plan"** has the meaning set out in **Section 21.04**.

**"Business Day"** means any working day, Monday to Friday inclusive, but excluding statutory holidays and Non-Statutory Holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which MPBSDP has elected to be closed for business;

**"Conflict of Interest"** means the Service Provider's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased

and impartial exercise of the Service Provider's independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of the Service Provider's obligations under this Agreement;

**"Effective Date"** means the effective date of this Agreement, which is the date first written above;

**"Electronic Funds Transfer"**, has the meaning set out in **Section 10.03**.

**"Employee"** means an employee, officer, agent, consultant, contractor, subcontractor and any other person engaged directly or indirectly by the Service Provider in the performance of the Issuing Services;

**"Expiry Date"** means **January 31, 2027**;

**"Fiscal Year"** means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

**"FIPPA"** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

**"Force Majeure"** means any event beyond the reasonable control of either party that delays or interrupts the performance of any material obligation under this Agreement, including without limitation, an intervening act of God, act of the King's enemies, sabotage, civil commotion, interference by civil or military authorities, expropriation or confiscation of property or equipment by any governmental authority having jurisdiction, earthquake, epidemic, quarantine restriction, stop-work order or injunction issued by a court or governmental authority having jurisdiction, governmental embargo, strike, lockout, labour dispute or other labour protest, provided that such event is not otherwise specifically dealt with under this Agreement and does not arise by reason of: (a) the negligence or wilful misconduct of the party invoking such event or of those for whom it is in law responsible; (b) any act or omission in breach of the provisions of this Agreement by the party invoking such event, or by those for whom it is in law responsible; or (c) lack or insufficiency of funds;

**"Implementation Date"** means the date described in **Section 4.01** of this Agreement;

**"Indemnified Parties"** means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario;

**"Initial Training Programme"** has the meaning set out in **Section 8.01** of this Agreement;

**"Instructions"** means a direction, order, instruction, or similar communication, whether oral or written;

**"Issuing Services"** means services pertaining to the issuance of products of the Government of Ontario and other related services, including without limitation driver and vehicle licensing transactions, health card transactions, the receipt and remission of payments for retail sales tax, and any other similar or alternative services that MPBSDP has authorized the Service Provider to deliver;

**"Key Personnel"** has the meaning set out in **Section 7.03** of this Agreement;

**"Losses"** means liabilities, losses, costs, damages and expenses (including legal, expert and consulting fees);

**"MPBSDP Equipment"** means any electronic or other equipment, including, without limitation, computer workstations, supplied by MPBSDP to the Service Provider for the performance of the

Issuing Services, but for avoidance of doubt, shall not include any utilities or utility infrastructure required for the functioning of the MPBSDP Equipment;

**"MPBSDP Representative"** means the individual identified in **Part A(i) of Schedule 1** to this Agreement;

**"MPBSDP Stock"** means any forms, applications, validation tags and other official supplies provided by MPBSDP to the Service Provider for the performance of the Issuing Services;

**"Non-Statutory Holidays"** means Easter Monday, Civic Holiday, Remembrance Day and any other day which MPBSDP has elected to be closed for business;

**"Off-Site Services"** has the meaning set out in **Subsection 15.01(b)** of this Agreement;

**"Ongoing Training"** has the meaning set out in **Section 8.02** of this Agreement;

**"Ontario"** means His Majesty the King in right of Ontario;

**"Ontario Confidential Information"** means all information of Ontario, including the Instructions of MPBSDP, that is confidential by its nature or in the circumstances in which it is received, including all confidential information in the custody or control of MPBSDP, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored expressed or embodied, which comes into the knowledge, possession or control of the Service Provider in connection with this Agreement;

**"Ontario Data Base"** means any information and user interface system of Ontario that is accessed by the Service Provider using MPBSDP Equipment and which contains Personal Information and Ontario Records relating to the Issuing Services that MPBSDP has authorized the Service Provider to deliver;

**"Ontario Marks"** means any trade name, trade mark, insignia, symbol, logo, logo design, distinctive name, service mark, certification mark or other identification scheme owned or used by His Majesty the King in right of Ontario;

**"Ontario's Privacy Legislation"** means any statute or regulation enacted by the legislative assembly of the Province of Ontario that pertains to the collection, use or disclosure of Personal Information, which includes FIPPA and PHIPA;

**"Ontario Records"** means any recorded information in the custody or control of a Ministry of Ontario and, for avoidance of doubt, includes Personal Information, information provided by customers on Ontario forms, and information contained in any Ontario Data Base. For the purposes of this definition, recorded information is under the control of a Ministry of Ontario if it is integral to the performance of the Issuing Services and (a) the Service Provider is required to manage, use or dispose of the recorded information in the performance of the Issuing Services; or (b) a Ministry of Ontario is obliged by the Requirements of Law or by an agreement to manage the recorded information;

**"Operational Directives"** means any directives, policies, manuals, memoranda, bulletins or similar documents, whether in paper-based or electronic form, which may be issued by MPBSDP from time-to-time to govern the performance of the Issuing Services;

**"Person"** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

**"Personal Health Information"** has the same definition as in Section 4 of PHIPA, as may be amended from time to time;

**“Personal Information”** means information about an identifiable individual or that may identify an individual, and includes Personal Health Information;

**“PHIPA”** means the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A, as amended;

**“Private ServiceOntario Centre”** means a privately-run ServiceOntario centre operated by an independent service provider under an agreement with his Majesty the King in Right of Ontario;

**“Proceeding”** means any cause of action, action, claim, demand, lawsuit, or other proceedings;

**“Premises”** means the premises from which the Issuing Services are to be performed, as approved by MPBSDP pursuant to **Section 5.01** of this Agreement and described in **Part B of Schedule 1** to this Agreement, or any premises substituted for such premises pursuant to **Section 5.06** or **Section 5.07** of this Agreement;

**“Public”** means the residents of the Province of Ontario that require access to the Issuing Services that are provided by the Service Provider Network;

**“Revenue”** means all payments (including, without limitation, cheques, money orders, bank drafts and other payment items, whether paper-based, electronic or otherwise, and all proceeds of payment items, in whatever form) received by the Service Provider in the course of performing the Issuing Services.

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Issuing Services or any part of them;

**“Security Clearance Check”** has the meaning set out in **Section 13.01** of this Agreement;

**“Service Provider Network”** means the network of authorized private service providers who operate ServiceOntario centres on behalf of ServiceOntario in the Province of Ontario;

**“Service Provider-Specific Advertising”** has the meaning set out in **Section 14.05** of this Agreement;

**“Standard Operating Hours”** has the meaning set out in **Section 4.06** of this Agreement;

**“Substitute Premises”** has the meaning set out in **Section 5.06** of this Agreement;

**“Term”** means the period of time from the effective date first above written up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Agreement in accordance with its terms; and

**“Third-Party Advertising”** has the meaning set out in **Section 14.04** of this Agreement;

**“Value-Added Services”** has the meaning set out in **Subsection 15.01(a)** of this Agreement;

## 1.02 **No Indemnities from Ontario**

Notwithstanding anything else in the Agreement, any express or implied reference to MPBSDP or Ontario providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of MPBSDP or Ontario, whether at the time of execution of the Agreement or at any time during the Term of the Agreement, shall be void and of no legal effect.

1.03 **Entire Agreement**

The Agreement embodies the entire agreement between the parties with regard to the provision of the Issuing Services by the Service Provider and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to the provision of said services, existing between the parties at the date of execution of the Agreement.

1.04 **Schedules and Interpretive Value of Agreement Documents**

The following schedules form an integral part of this Agreement:

**Schedule 1 – Private Service Ontario Centre Details**

**Schedule 2 – Form of Guarantee, Indemnification and Acknowledgment**

**Schedule 3 – Our Service Principles**

In the event of a conflict or inconsistency in any provisions in the Agreement, the main body of the Agreement shall govern over the schedules to the Agreement.

1.05 **Interpretive Value of Headings**

The headings in the Agreement are for convenience of reference only and in no manner modify, interpret or construe the Agreement.

1.06 **Severability**

If any term or condition of the Agreement, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.07 **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, courier, personal delivery or facsimile and shall be addressed to the representatives of each party. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, courier or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.08 **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

1.09 **Condonation Not a Waiver**

Any failure by MPBSDP to insist in one or more instances upon strict performance by the Service Provider of any of the terms or conditions of the Agreement shall not be construed as a waiver by MPBSDP of its right to require strict performance of any such terms or conditions, and the obligations of the Service Provider with respect to such performance shall continue in full force and effect.

1.10 **Changes by Written Amendment Only**

Any changes to the Agreement shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

1.11 **Agreement Binding**

The Agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

1.12 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.13 **Consent and Approvals**

Where the Agreement refers to any consent, approval or permission, designation, requirement, judgment, opinion or discretion on the part of a party, the same shall be given, granted, determined, required or exercised without undue delay.

**ARTICLE 2 – AUTHORIZATION BY MPBSDP**

2.01 **Authorization to Deliver Issuing Services**

MPBSDP hereby authorizes the Service Provider, and the Service Provider hereby agrees, to perform the Issuing Services for and on behalf of MPBSDP in accordance with the terms and conditions of this Agreement.

2.02 **Volume of Work and Non-Exclusivity**

The Service Provider acknowledges and agrees that MPBSDP has authorized the Service Provider to perform the Issuing Services on a non-exclusive basis and that MPBSDP makes no representation regarding the volume of work to be completed by the Service Provider; and that MPBSDP reserves the right to:

- (a) perform the Issuing Services using MPBSDP's own personnel from MPBSDP's own premises;
- (b) contract with other parties for the performance of the Issuing Services, including, without limitation, through other Private ServiceOntario Centres; and
- (c) use alternative service delivery channels to deliver the Issuing Services, including, without limitation, through electronic kiosks and the internet.

And the rights of MPBSDP reserved in this paragraph may be exercised by MPBSDP regardless of the proximity to the Service Provider's Private ServiceOntario Centre.

**ARTICLE 3 – NATURE OF BUSINESS RELATIONSHIP**

3.01 **No Partnership, Agency or Employment Relationship**

The Service Provider shall have no power or authority to bind MPBSDP or to assume or create any obligation or responsibility, express or implied, on behalf of MPBSDP. The Service Provider shall not hold itself out as an agent, partner or employee of MPBSDP. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between MPBSDP and the Service Provider (or any of the Service Provider's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors) or constitute an appointment under the *Public Service of Ontario Act, 2006*, S.O. 2006, Chapter 35, as amended.

3.02 **Business Risk**

The Service Provider acknowledges and agrees as follows:

- (a) The business venture contemplated in this Agreement involves business risks. By entering into this Agreement, the Service Provider voluntarily accepts all risks associated with the commitments made, and costs incurred, by the Service Provider in connection with this Agreement, including the possibility that MPBSDP may terminate this Agreement, pursuant

to its right in **Section 26.04** of this Agreement, before the Service Provider has had an opportunity to recover all of the Service Provider's investment and costs.

- (b) The Service Provider has not received from MPBSDP or Ontario, directly or indirectly, any inducements, representations, warranties, promises, assurances, undertakings, agreements or commitments, whether direct, indirect or collateral, express or implied, oral or otherwise, except as expressly set out in this Agreement. The Service Provider specifically acknowledges that no representation, promise, guarantee or warranty concerning the result or profits to be derived from the performance of the Issuing Services has been made to induce the Service Provider to execute this Agreement.
- (c) The Service Provider has conducted an independent investigation of, and has been advised by business and legal advisors of the Service Provider's own choosing concerning all pertinent aspects of the business venture and relationship with MPBSDP contemplated in this Agreement.

**3.03 Reliance by Ontario**

In entering into this Agreement with the Service Provider, MPBSDP has relied on the provisions of this **Article 3**, including the acknowledgment and agreement of the Service Provider contained in **Section 3.02** of this Agreement.

**3.04 Duty to Disclose Change in Control**

In the event that the Service Provider undergoes a change in control the Service Provider shall immediately disclose such change in control to MPBSDP and shall comply with any terms and conditions subsequently prescribed by MPBSDP resulting from the disclosure.

## **ARTICLE 4 – PERFORMANCE BY SERVICE PROVIDER**

**4.01 Commencement of Issuing Services**

The Service Provider shall commence performance of the Issuing Services on a date which shall be agreed upon in writing by MPBSDP and the Service Provider, but shall not be later than ninety (90) days after the Effective Date and delivery of this Agreement (the "Implementation Date").

**4.02 Performance of Issuing Services**

The Service Provider shall perform the Issuing Services in a diligent, skilful, competent, and reputable manner that promotes MPBSDP's desire to maintain mutual courtesy and respect in dealings between MPBSDP and its customers and provides confidence and respect in the Service Ontario brand. In addition, the Service Provider shall perform the Issuing Services in compliance with the following:

- (a) the Operational Directives, including MPBSDP's reporting requirements;
- (b) all Instructions of MPBSDP concerning the Issuing Services;
- (c) the Requirements of Law;
- (d) the Instructions of any Authority acting pursuant to the Requirements of Law;
- (e) the "Our Service Principles" pursuant to **Schedule 3** of this Agreement; and
- (f) the other provisions of this Agreement.

**4.03 Customer Complaints**

Any customer or Public complaints received with respect to the Service Provider or the Service Provider's performance of the Issuing Services, including, without limitation, complaints described in **Subsection 17.08(d)** of this Agreement, are to be resolved in accordance with the procedures and protocol contained in the Operational Directives and in the Instructions of MPBSDP. Without limitation, the Service Provider and its employees shall co-operate with MPBSDP and its representatives, and, to the extent that complaints are received by any Authorities, the office of such Authority and its representatives, in the investigation and resolution of any such complaints.

#### 4.04 **French Language Services**

If the Premises are situated in an area of the Province of Ontario which has been designated in the Schedule to the *French Language Services Act*, R.S.O. 1990 c. F.32, or serves such designated area, MPBSDP may, at its unqualified subjective discretion, require that the Service Provider comply with any or all of the following requirements:

- (a) that any person may communicate with the Employees at the Premises in both the French and English languages;
- (b) that any person may receive equal access to Issuing Services in both French and English languages during all hours of operation;
- (c) that signs in a bilingual format (French/English) or in both languages are posted in conspicuous locations; forms and all materials, publications, official documents intended for the public are available in a bilingual format or in both French and English;
- (d) if any particular ServiceOntario centre temporarily does not offer services in both French and English, a notice shall be posted (in both French and English or in a bilingual format) in a conspicuous location on the Premises indicating the location where French Language Services are available; and
- (e) the Service Provider's requirement to deliver the Issuing Services in both the French and English languages shall be noted in **Part F of Schedule 1** to this Agreement.

#### 4.05 **Accessibility Requirements**

The Service Provider's delivery of the Issuing Services shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005 c. 11 and any regulations made thereto.

#### 4.06 **Standard Operating Hours**

The Service Provider shall continuously and actively perform the Issuing Services from the Premises during the hours of operation set out in **Part D of Schedule 1** to this Agreement (the "Standard Operating Hours"), which may be modified at MPBSDP's unqualified subjective discretion. The Standard Operating Hours shall be posted by the Service Provider in a conspicuous position on the Premises. In the event that MPBSDP approves, pursuant to **Section 16.02** of this Agreement, a request by the Service Provider to vary from Standard Operating Hours, the responsibilities of the Service Provider under this **Section 4.06** shall apply to the modified operating hours.

#### 4.07 **Unscheduled and Scheduled Temporary Closing**

The Service Provider shall notify MPBSDP immediately of any unscheduled closing of the Service Provider's Private ServiceOntario Centre due to sickness, accident or any other unforeseen cause, and make every reasonable effort to resume operation of the Service Provider's Private Issuing Office as soon as practicable using the Service Provider's Business Continuity Plan as defined in **Section 1.01** and further prescribed in **Section 21.04**. For scheduled temporary closings of the Service Provider's Private ServiceOntario Centre, the Service Provider shall:

- (a) obtain the prior approval of MPBSDP for any temporary closure of the Service Provider's Private ServiceOntario Centre due to vacation, or for any other foreseeable cause, but excluding closure for Non-Statutory Holidays; or
- (b) provide notice to MPBSDP, pursuant to the Operational Directives and the Instructions of MPBSDP, for any temporary closure for Non-Statutory Holidays.

Notice of closure of the Service Provider's Private ServiceOntario Centre shall be posted in a conspicuous position on the Premises, regardless of whether the closure is unscheduled or scheduled.

#### 4.08 **Conflict of Interest and Performance of the Issuing Services**

The Service Provider shall devote full time and attention to the management and performance of the Issuing Services and to the operation of the Service Provider's Private ServiceOntario Centre, or ensure that the Key Personnel devote full time and attention to the management and performance of the Issuing Services and to the operation of the Service Provider's Private ServiceOntario Centre, and the Service Provider shall:

- (a) avoid any Conflict of Interest in the performance of the Service Provider's obligations under this Agreement;
- (b) disclose to MPBSDP without delay any actual or potential Conflict of Interest that arises during the performance the Service Provider's contractual obligations; and
- (c) comply with any requirements prescribed by MPBSDP to resolve any Conflict of Interest identified.

In addition to all other contractual rights or rights available at law or equity, MPBSDP may immediately terminate this Agreement upon giving notice to the Service Provider where:

- (i) the Service Provider fails to disclose an actual or potential Conflict of Interest;
- (ii) the Service Provider fails to comply with any requirements prescribed by MPBSDP to resolve a Conflict of Interest; and
- (iii) the Service Provider's Conflict of Interest cannot be resolved.

This paragraph shall survive the termination or expiry of the Agreement.

#### 4.09 **Payment of Taxes and Duties**

The Service Provider shall be responsible for paying all applicable taxes incurred by or on the Service Provider's behalf with respect to this Agreement.

#### 4.10 **Adherence to Common Service Standards**

The Service Provider shall adhere to the service standards, with respect to responding to telephone calls, emails and wait times as further described in the Operational Directives and Instructions of MPBSDP.

### **ARTICLE 5 – PREMISES**

#### 5.01 **Establishment of Premises**

The Service Provider, at the Service Provider's own expense, shall establish and maintain the Premises at the address specified in **Part B of Schedule 1** to this Agreement, and shall perform

the Issuing Services, only on the Premises and at no other location, except for those services that MPBSDP has approved the delivery of pursuant to **Section 15.03** of this Agreement.

**5.02 Premises Operating Costs**

Except as expressly stated in this Agreement the Service Provider shall be responsible for providing all fixtures, furniture, equipment and utilities and utility infrastructure required for the operation of the Private ServiceOntario Centre and the performance of the Issuing Services, including the mandatory equipment listed in **Part E of Schedule 1** to this Agreement or otherwise required in accordance with the Operational Directives or Instructions of MPBSDP.

**5.03 Proof of Occupancy of Premises**

Within 60 days of the Effective Date, the Service Provider shall provide MPBSDP with evidence satisfactory to MPBSDP that the Service Provider:

- (a) is the registered owner of the Premises; or
- (b) has entered into a duly executed lease agreement granting the Service Provider a leasehold interest in the Premises, including the right to perform the Issuing Services from the Premises during the Term.

**5.04 Compliance with Standards**

The Service Provider shall ensure that the condition and appearance of the Premises are at all times suitable for the performance of the Issuing Services. The Premises shall comply with:

- (a) all specifications, standards and requirements for Private ServiceOntario Centres, as more particularly set out in the Operational Directives or in the Instructions of MPBSDP, to the satisfaction of MPBSDP; and
- (b) the Requirements of Law, including, without limitation, all applicable municipal by-laws and building codes.

**5.05 Maintenance and Repair of Premises**

The Service Provider shall, at the Service Provider's own cost, maintain and repair the Premises and the fixtures, furnishings and equipment contained in, or installed on, the Premises as is required to ensure the safety of any Person, including the Employees, in or around the Premises, and that the appearance of the Premises is suitable for the conduct of the Issuing Services. Maintenance and repairs shall include, without limitation:

- (a) replacement of worn-out or obsolete fixtures, furnishings, equipment and signs;
- (b) repair of the interior and exterior of the Premises; or
- (c) cleaning, painting and decorating the Premises.

**5.06 Relocation of Premises by Service Provider**

The Service Provider may relocate the Service Provider's Private ServiceOntario Centre from the Premises to an alternative location (the "Substitute Premises") provided that:

- (a) MPBSDP approves the Substitute Premises and the Service Provider complies with all instructions of MPBSDP relating to the relocation of the Service Provider's Private ServiceOntario Centre to the Substitute Premises;
- (b) the Substitute Premises complies with all provisions of this Agreement, the Operational Directives and the Instructions of MPBSDP relating to the Premises;

- (c) all costs associated with the relocation to the Substitute Premises are the responsibility of the Service Provider, except for those costs associated with disconnecting and reconnecting MPBSDP Equipment, the costs of which shall be the responsibility of MPBSDP, subject to any limitations included in the Operational Directives or the Instructions of MPBSDP.

**5.07 Relocation of Premises by MPBSDP**

If MPBSDP requires, for any reason, the relocation of the Service Provider's Private ServiceOntario Centre, MPBSDP shall notify the Service Provider in writing, and the Service Provider shall relocate the Service Provider's Private ServiceOntario Centre from the Premises to the Substitute Premises, within the period identified in the written notice. The costs of any relocation required by MPBSDP shall be the responsibility of:

- (a) the Service Provider, where the relocation is necessitated by action or default of the Service Provider; or
- (b) MPBSDP, where the relocation is not necessitated by action or default of the Service Provider, in which case MPBSDP shall compensate the Service Provider for any direct costs and expenses that are reasonable and pre-approved, in writing, by MPBSDP, and that are actually incurred by the Service Provider as a result of such relocation.

All costs and expenses referred to in paragraph (b), above, must be properly itemized and documented by the Service Provider and, for the avoidance of doubt, shall not include any indirect or consequential damages, or claims for lost profit.

**ARTICLE 6 – OPERATIONAL DIRECTIVES**

**6.01 Ownership and Confidentiality of Operational Directives**

The Service Provider acknowledges that the Operational Directives are Ontario Confidential Information and are loaned to the Service Provider but shall at all times remain the sole and exclusive property of MPBSDP. For avoidance of doubt, the Service Provider's obligations under **Section 17.05** of this Agreement shall apply to the Operational Directives. Upon the expiry of the Term or termination for any reason of this Agreement, the Service Provider shall return all copies of the Operational Directives in accordance with **Subsection 17.05(f)** of this Agreement.

**6.02 Evolution of Operational Directives**

The Service Provider further acknowledges that the Issuing Services, and the techniques and methodologies for performing the Issuing Services, will continue to evolve. Accordingly, MPBSDP may, from time to time, revise the Operational Directives to incorporate any changes, modifications and additions. As the Operational Directives are revised, the Service Provider shall immediately update any copies of the Operational Directives that are kept by the Service Provider upon their receipt, and concurrently remove and destroy the superseded Operational Directives in a secure manner consistent with the Instructions of MPBSDP. The Service Provider expressly covenants and agrees to accept, implement, and comply with all revisions made to the Operational Directives.

**ARTICLE 7 – EMPLOYEES AND KEY PERSONNEL**

**7.01 Service Provider Responsible for Employees**

The Service Provider shall, at the Service Provider's own expense, in accordance with the Operational Directives and any Instructions of MPBSDP:

- (a) recruit, employ or otherwise engage, supervise and be solely responsible for all Employees necessary for the operation of the Service Provider's Private ServiceOntario Centre, and to enable the Service Provider properly and efficiently to perform the Issuing Services;
- (b) properly train the Employees in correct procedures for the performance of the Issuing Services;
- (c) ensure, at all times, that there are sufficient numbers of qualified Employees on duty to accommodate customer service requirements without interruption;
- (d) ensure that all requirements of **Article 13 (Contractor Security Screening)** that are applicable to Employees are met; and
- (e) provide to MPBSDP, upon request, all relevant evidence that MPBSDP may require with respect to the background, qualifications and training of each Employee.

#### 7.02 **Report to Province**

The Service Provider shall inform MPBSDP of any behaviour on the part of an Employee that casts doubt on that Employee's fitness to perform the Issuing Services, immediately upon the Service Provider's becoming aware of the behaviour. MPBSDP may at any time, in its unqualified subjective discretion, require the Service Provider to prohibit any Employee from performing all or any part of the Issuing Services. Such requirement may include, but is not limited to, prohibiting any Employee from accessing any Ontario Data Base, Ontario Records or Personal Information or Ontario Confidential Information. In these events, MPBSDP may also permanently remove the Employee's electronic access the Ontario Data Base.

#### 7.03 **Designation of Key Personnel**

In order to promote the efficient organization, implementation and delivery of the Issuing Services, the Service Provider shall designate at least one (1) Employee who will perform supervisory, oversight and training functions, and to liaise with MPBSDP in the implementation and performance of the Issuing Services (the "Key Personnel"), and the Service Provider shall:

- (a) ensure that all Key Personnel have any training, designations and credentials required by the Requirements of Law or by MPBSDP from time to time;
- (b) cause all Key Personnel to devote all time, efforts and attention necessary for the efficient operation of the Service Provider's Private ServiceOntario Centre;
- (c) cause the operation of the Service Provider's Private ServiceOntario Centre to be at all times under the direct, on site supervision of Key Personnel or, in the event of the temporary absence of reasonable duration of the Key Personnel, of a competent Employee; and
- (d) provide MPBSDP with a list identifying all Key Personnel including:
  - (i) name;
  - (ii) position;
  - (iii) phone number;
  - (iv) email address where named individual may be reached during the Standard Operating Hours;

and describing their respective responsibilities as they relate to the Issuing Services.

- (e) promptly provide MPBSDP with an updated list from time to time reflecting any changes made to the Key Personnel or their positions or responsibilities.

**7.04 Service Provider as Key Personnel**

The Service Provider may be designated as the Key Personnel pursuant to **Section 7.03** of this Agreement provided that the Service Provider is able to perform the functions of the Key Personnel described in that section and the Service Provider is not similarly designated under an agreement described in **Section 24.01** of this Agreement. If the Service Provider is similarly designated under an agreement described in **Section 24.01** of this Agreement, the Service Provider shall designate at least one (1) other Employee as Key Personnel under this Agreement.

**7.05 Substitution of Key Personnel**

Due to the integral role of the Key Personnel in delivering the Issuing Services authorized by MPBSDP, the Service Provider agrees that if MPBSDP determines, for whatever reason and at its sole discretion, that any individual designated by the Service Provider as the Key Personnel is unqualified, unavailable, or otherwise unacceptable to carry out the responsibilities of the Key Personnel, that the Service Provider will promptly substitute another individual to perform the duties of the Key Personnel.

**ARTICLE 8 – TRAINING AND OPERATING ASSISTANCE**

**8.01 Initial Training Programme**

Prior to the commencement of performance of the Issuing Services by the Service Provider, MPBSDP will provide such training to the Service Provider or the Key Personnel, as MPBSDP in its unqualified subjective discretion considers necessary to enable the Service Provider to perform the Issuing Services (the "Initial Training Programme"). The Initial Training Programme shall be conducted at such times and places within the province of Ontario as MPBSDP may specify. As directed by MPBSDP, the Service Provider or the Key Personnel shall attend, participate in and successfully complete the Initial Training Programme, all to MPBSDP's satisfaction. The Service Provider shall not commence the performance of the Issuing Services prior to the successful completion of the Initial Training Programme.

**8.02 Ongoing Training**

From time to time after the completion of the Initial Training Programme, MPBSDP will provide additional training to the Service Provider or the Key Personnel, or both, as MPBSDP in its unqualified subjective discretion considers necessary for the performance of the Issuing Services (the "Ongoing Training"). The Ongoing Training shall be conducted at such times and places within the province of Ontario as MPBSDP may specify. Where MPBSDP designates any Ongoing Training as mandatory, the Service Provider and the Key Personnel shall attend, participate in and successfully complete any Ongoing Training, all to MPBSDP's satisfaction.

**8.03 Service Provider Responsible for Expenses**

The Service Provider shall be responsible for all travel, accommodation and living expenses, as well as all wages payable to the Key Personnel, associated with the attendance by the Service Provider and the Key Personnel at the Initial Training Programme and any Ongoing Training. No such costs or wages shall be payable by MPBSDP.

**8.04 Continuing Advice and Guidance**

Following the commencement of performance of the Issuing Services by the Service Provider, MPBSDP shall furnish to the Service Provider such continuing advice and guidance as MPBSDP in its unqualified subjective discretion considers necessary for the performance of the Issuing Services. Such advice and guidance may include provision of telephone and electronic-based support for the conduct of the Issuing Services, or the processing of specific transactions in association with the Issuing Services, and the proper function of the MPBSDP Equipment.

**8.05 Service Provider Responsible for Training Employees**

For avoidance of doubt, pursuant to **Section 7.01** of this Agreement, the Service Provider shall be responsible for ensuring that all Employees at the Service Provider's Private ServiceOntario Centre are properly trained to perform the Issuing Services.

**ARTICLE 9 – SERVICE PROVIDER'S COLLECTION OF PROVINCIAL REVENUE**

**9.01 Collection, Handling and Remittance to Ontario**

The Service Provider shall collect, handle and remit the Revenue received in the performance of the Issuing Services in accordance with this Agreement, the applicable Requirements of Law, the policies and procedures set out in the Operational Directives and any Instructions of MPBSDP, as the case may be.

**9.02 All Revenue Held in Trust**

Unless otherwise specified in the Operational Directives or the Instructions of MPBSDP, all payments received by the Service Provider in the course of performing the Issuing Services are public monies, belonging to His Majesty the King in Right of Ontario and are subject to the provisions of the *Financial Administration Act*, R.S.O. 1990, c. F.12, as amended. The Service Provider shall receive and hold all Revenues in trust for His Majesty the King in Right of Ontario and, until remitted by the Service Provider in accordance with this Agreement, such Revenues shall be treated and separately accounted for as trust property.

**9.03 Handling of Revenue**

When collecting Revenue in any form, the Service Provider shall:

- (a) comply with the policies contained in the Operational Directives and Instructions of MPBSDP in respect of the acceptance of Revenue, including in the form of cash, credit cards, debit cards, cheques, money orders or bank drafts; and
- (b) be fully responsible, and immediately upon demand of MPBSDP, reimburse His Majesty the King in right of Ontario for any dishonoured cheque, money order or bank draft, whether or not payable to the Minister of Finance, where the Service Provider has not complied with the policy contained in the Operational Directives or the Instructions of MPBSDP respecting the acceptance of cheques, money orders and bank drafts.

**9.04 Protection of Revenue**

The Service Provider shall properly protect all Revenue in accordance with security procedures set out in **Section 12.01** of this Agreement, and the Operational Directives and the Instructions of MPBSDP, and shall, immediately upon the earlier of:

- (a) the accumulation of the maximum amount of cash Revenue stipulated in the Operational Directives; or
- (b) the time of day stipulated in the Operational Directives during each day in which the Service Provider's Private ServiceOntario Centre is in operation;

deposit all accumulated cash Revenue at a bank to the credit of the Minister of Finance, and in accordance with the Instructions of MPBSDP.

**9.05 Liability for Lost Revenue**

The Service Provider shall be fully responsible, and shall reimburse His Majesty the King in Right of Ontario, for any Revenue lost through:

- (a) any intentional wrongdoing or negligent act or omission of the Service Provider including, without limitation, the Employees, or
- (b) the failure of the Service Provider including, without limitation, the Employees to comply with the provisions of this **Article 9**, the Operational Directives or the Instructions of MPBSDP concerning the acceptance, handling and deposit of Revenue;

and the liabilities of the Service Provider in this section are in addition to any other liabilities of the Service Provider pursuant to this Agreement, or otherwise at law or equity.

**9.06 Robbery or Theft**

The Service Provider shall be responsible, and shall reimburse His Majesty the King in Right of Ontario for Revenue lost through robbery or theft unless all of the following conditions have been met:

- (a) the amount which has been lost does not exceed the maximum amount of cash Revenue stipulated in the Operational Directives;
- (b) the Service Provider has complied with the provisions of this **Article 9**, including without limitation the Operational Directives, and the Instructions of MPBSDP concerning the acceptance, handling and remittance of Revenue;
- (c) pursuant to **Section 12.02** of the Agreement, a report of the occurrence of the robbery or theft has been made to the local law enforcement agency, and a resulting police occurrence report is provided to MPBSDP by the Service Provider; and
- (d) the loss of the Revenue is not in any way attributable to any intentional wrongdoing or negligent act or omission the Service Provider including, without limitation, the Employees.

but the Service Provider shall remain responsible for any monies lost through robbery or theft that are not Revenue or that belong to the Service Provider, including, without limitation, any compensation collected by the Service Provider pursuant to **Article 10 (Compensation and MPBSDP Assistance)** of this Agreement, or any monies collect by the Service Provider for delivering other products and services pursuant to **Section 15.02, Section 15.03 and Section 15.04** of this Agreement.

**9.07 Interest on Late Payment**

Any amounts owed by the Service Provider which are not paid in full when due shall be bear interest charged at the maximum rate per annum fixed by order of the Lieutenant Governor in Council of the Province of Ontario pursuant to subsection 10(4) of the *Financial Administration Act*, R.S.O. 1990, c. F.12, as amended.

**9.08 No Withholding of Revenue**

The Service Provider shall not, on grounds of any alleged non-performance by MPBSDP of any of its obligations, withhold payment of any amounts due under this Agreement, including without limitation the remission of any Revenue.

**ARTICLE 10 – COMPENSATION AND MPBSDP ASSISTANCE**

**10.01 Compensation for Issuing Services**

For performance of the Issuing Services, the Service Provider shall receive compensation from MPBSDP in the following manner:

- (a) a per-transaction commission rate that is based on a per-minute commission rate (the "Per Minute Base Rate") multiplied by the average time, in minutes, required to complete a transaction that forms part of the Issuing Services (the "Average Transaction Time"); and
- (b) an annual payment in the amount of six thousand dollars (\$6,000), paid in two (2) semi-annual instalments of three thousand dollars (\$3,000) each, which shall be pro-rated to reflect the actual number of days that the Service Provider delivered the Issuing Services in the event that the Effective Date of the Agreement is during the six-month period immediately preceding each payment; and
- (c) any other additional compensation identified by MPBSDP and as set by MPBSDP, in its sole discretion, from time to time;

all as articulated by MPBSDP in the Instructions of MPBSDP and the Operational Directives. For avoidance of doubt, the Per Minute Base Rate and the Average Transaction Time shall be determined by MPBSDP, at its sole discretion, but at no time during the Term shall the Per Minute Base Rate be less than \$0.6149, which is the Per Minute Base Rate in effect on the Effective Date. Payment of compensation shall be made by MPBSDP in accordance with the processes and procedures set out in the Operational Directives.

**10.02 Service Provider Compensation in Accordance with Agreement**

Except for the compensation fixed by MPBSDP, and specifically provided for in this Agreement, including the Operational Directives and Instructions of MPBSDP, the Service Provider shall not accept any compensation in respect of the Issuing Services. Without limitation to the foregoing, the Service Provider shall not be entitled to compensation for any transaction which has not been properly performed in accordance with the requirements of this Agreement, nor shall the Service Provider structure or combine transactions so as to increase compensation contrary to the Operational Directives or the Instructions of MPBSDP. The Service Provider shall immediately, upon demand, reimburse His Majesty the King in right of Ontario for any compensation improperly paid to, or received, by the Service Provider.

**10.03 Electronic Funds Transfer**

The Ministry reserves the right, at any time during the term of the Agreement, and upon providing reasonable notice to the Service Provider, to administer payments of compensation to the Service Provider through Electronic Funds Transfer in accordance with the Operational directives or the Instructions of MPBSDP.

When used in this section "Electronic Funds Transfer" means transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer-based systems.

**ARTICLE 11 – MPBSDP EQUIPMENT AND MPBSDP STOCK**

**11.01 Provision Equipment and Stock**

Subject to **Section 11.03** of this Agreement, MPBSDP shall at its own cost and in accordance with the Operational Directives and the Instructions of MPBSDP:

- (a) install on the Premises, and thereafter repair and maintain, such MPBSDP Equipment; and
- (b) provide such MPBSDP Stock

as MPBSDP considers necessary to enable the Service Provider to meet the service delivery needs of the community in which the Service Provider's Private ServiceOntario Centre is located. The Service Provider shall have no right title or interest in any MPBSDP Equipment and MPBSDP Stock. For avoidance of doubt, all MPBSDP Equipment and MPBSDP Stock shall remain the property of MPBSDP at all times.

**11.02 Limited Use by Service Provider**

The Service Provider shall only use MPBSDP Equipment and MPBSDP Stock in accordance with the Operational Directives and Instructions of MPBSDP, and for no other purpose than the performance of the Issuing Services.

**11.03 Service Provider Responsible for Damaged Equipment or Lost Stock**

Notwithstanding **Section 11.01** of this Agreement, the Service Provider shall pay to MPBSDP, immediately upon receipt of the applicable invoice, for:

- (a) the repair or replacement cost of any MPBSDP Equipment which is damaged, lost or stolen while in the possession or care of the Service Provider, regardless of negligence or fault; and
- (b) the value, as determined by MPBSDP, of any MPBSDP Stock which is lost or stolen while in the possession or care of the Service Provider where the Service Provider has failed to comply with any security obligations and procedures contained in the Operational Directives and the Instructions of MPBSDP, or where the loss or theft is attributable to any intentional wrongdoing or negligent act or omission of the Service Provider, including the Employees.

**11.04 Reduction, Re-location and Addition of Workstations**

The Service Provider shall operate the number of workstations as directed by MPBSDP and shall not reduce, add to, or re-locate any work stations without the prior approval of MPBSDP. MPBSDP may remove from the Premises any MPBSDP Equipment which is not being utilized by the Service Provider.

**ARTICLE 12 – SECURITY**

**12.01 Security Procedures and Protocols**

The Service Provider shall follow all procedures and protocols contained in the Operational Directives and in the Instructions of MPBSDP, and the requirements in respect of security contained in **Section 17.03** of this Agreement, to ensure the protection of Revenue, MPBSDP Equipment, MPBSDP Stock, Ontario Confidential Information, Ontario Records and Personal Information, and take all reasonable precautions to ensure the security of the Premises, which may include, without limitation, the installation and maintenance (at the Service Provider's own cost) of video surveillance systems, intrusion alarms, security cabinets, and other applicable security devices.

**12.02 Service Provider to Report Security Breaches**

Should theft, robbery, unresolved Revenue discrepancies or any other breach of security occur with respect to the Premises or the Issuing Services, the Service Provider shall immediately notify the local law enforcement agencies and MPBSDP.

**12.03 Inspection by MPBSDP**

The Service Provider shall permit MPBSDP's authorized representatives to inspect the Premises, without notice and during the Standard Operating Hours, to determine whether sufficient measures are in place to ensure the protection of Revenue, MPBSDP Equipment, MPBSDP Stock, Ontario Confidential Information, Ontario Records and Personal Information. The Service Provider shall, at the Service Provider's own cost, correct any deficiencies in security identified during any security inspection conducted pursuant to this **Section 12.03**.

**ARTICLE 13 – CONTRACTOR SECURITY SCREENING**

**13.01 Security Clearance Checks**

"Security Clearance Check" includes all of the following:

- (a) A written declaration by an individual disclosing any unresolved charges and previous convictions under the offence provisions of federal statutes, including but not limited to the Criminal Code (Canada), for which a pardon under the Criminal Records Act (Canada) has not been granted;
- (b) A police records check through the Canadian Police Information Centre and provincial and municipal police force records for information about the individual in relation to:
  - (i) convictions under the offence provisions of federal statutes, including but not limited to the Criminal Code (Canada), for which a pardon under the Criminal Records Act (Canada) has not been granted;
  - (ii) findings of guilt in relation to federal statutes for which a court has granted a discharge;
  - (iii) charges laid under the offence provisions of any federal statutes that are unresolved; and,
  - (iv) records of judicial orders in effect made in relation to the offence provisions of federal statutes;
- (c) A police records check in other jurisdictions as deemed necessary by the MPBSDP;
- (d) if deemed necessary by MPBSDP considering the circumstances of the Issuing Services, provide MPBSDP the result of a completed driving records check;
- (e) any other Security Clearance Check as deemed necessary by the Ministry at its sole discretion.

**13.02 Cost for Security Clearance Checks**

The Service Provider shall obtain the Security Screening Checks set out above at its own cost through the local police, or an RCMP accredited third party agency.

**13.03 Service Provider to Obtain Security Clearance Checks**

On notification from MPBSDP, the Service Provider shall during the Term:

- (a) provide to MPBSDP, completed Security Clearance Checks for all persons engaged in the performance of the services who are either not cleared or for whom a renewal is required. This includes agents and subcontractors who are or will be engaged in providing the Issuing Services.
- (b) All Security Clearance Checks shall be provided in form and content acceptable to MPBSDP and shall include all required consents.
- (c) If a person or company has been deemed by the Ministry to require a Security Clearance Check they shall not engage in the performance of the services unless they have been provided a Security Clearance Check by the MPBSDP.

Security Clearance Checks are not provided in perpetuity and are subject to revocation by the Ministry at its sole discretion at any time. Security Clearance Checks shall be renewed at the intervals as may be specified by MPBSDP, including, without limitation, upon MPBSDP's authorization of the Service Provider to conduct new transactions as part of the Issuing Services.

**13.04 Notification of Changes**

During the Term, the Service Provider shall ensure that within five (5) Business Days of any change to:

- (a) any information provided as part of a Security Clearance Check process;
- (b) the Service Provider notifies MPBSDP of changes in partners, directors, officers and shareholders as requested by the MPBSDP, and of employees, agents and subcontractors who are or will be engaged in performing the Issuing Services;
- (c) The MPBSDP shall assess the above information and may instruct the Service Provider to comply with any instructions arising which may include requests for provision of information to amend existing Security Clearance Checks or provide for new Security Clearance Checks.

**13.05 Default of Security Clearance Check Requirements**

During the Term, the Service Provider shall be in default under this Agreement if they fail to comply with the requirements of this Article including and not limited to:

- (a) if the Service Provider refuses to obtain completed Security Clearance Checks as required under **Section 13.03** of this Agreement;
- (b) within five business days, the Service Provider fails to provide notification to MPBSDP as required under **Section 13.04** of this Agreement;
- (c) without providing a completed Security Clearance Check or an update as required, the Service Provider (or if the Service Provider is a corporation, any of its partners, directors officers and shareholders), or any of the Service Provider's employees, agents and subcontractors who are or will be engaged in performing the Issuing Services:
  - (i) has been convicted under the offence provisions of a federal statute for which a pardon under the Criminal Records Act (Canada) has not been granted;
  - (ii) has been granted an absolute or conditional discharge in relation to a federal offence and in the case of an absolute discharge, it was granted less than one year from the date of disposition of the offence by the court and in the case of a conditional discharge, it was granted less than three years from the date of disposition of the offence by the court;
  - (iii) is subject to a charge for a federal offence that remains unresolved; or
  - (iv) is subject to a judicial order in effect made in relation to the offence provisions of federal statutes; and
- (d) in the sole discretion of the MPBSDP any of the information obtained from a Security Clearance Check or update is incompatible with:
  - (i) the proper and impartial performance of the Issuing Services in accordance with the terms and conditions of this Agreement;
  - (ii) the safety of MPBSDP's employees, clients or the Public;
  - (iii) the reputation of or public confidence in MPBSDP and Ontario;
  - (iv) the security of Revenue, MPBSDP Equipment, MPBSDP Stock, or any other property of MPBSDP and Ontario; or

- (v) the confidentiality or integrity of Confidential Information, Personal Information, and Ontario Records and Ontario Data Bases.

## **ARTICLE 14 – SIGNAGE AND ADVERTISING**

### **14.01 Signage**

The Service Provider, at the Service Provider's own cost, shall purchase, install and maintain on the exterior of the Premises, signage that prominently identifies the Service Provider's Private ServiceOntario Centre to the Public and is in accordance with the Operational Directives and the Instructions of MPBSDP.

### **14.02 Notice of Independent Contractor Relationship**

The Service Provider shall affix, in a conspicuous location upon the Premises, a sign containing the following notice, or any variation of such notice, as required by MPBSDP:

***“This office is owned and operated by Township of Dubreuilville an independent service provider under agreement with the Government of Ontario.”***

### **14.03 Service Provider to Display MPBSDP Materials**

The Service Provider shall prominently place or display on the Premises any posters, brochures or other display materials which may from time to time be provided by MPBSDP at MPBSDP's own cost.

### **14.04 Third-Party Advertising**

The Service Provider may display signs, emblems, logos, posters, brochures or other display materials at the Premises that advertise and promote goods and services that are unrelated to Ontario, MPBSDP and the Issuing Services (“Third-Party Advertising”) provided that, in the unqualified subjective discretion of MPBSDP:

- (a) the space requirement for any Third-Party Advertising does not hinder the ability of the Public to receive or understand messages or information related to the Issuing Services, and is limited to the space parameters defined by MPBSDP in the Operational Directives and Instructions of MPBSDP;
- (b) the content of the Third-Party Advertising does not explicitly or implicitly indicate that MPBSDP or the Province of Ontario promotes the goods or services that are the subject matter of the Third-Party Advertising; and
- (c) the content and subject matter of the Third-Party Advertising complies with the requirements of the Operational Directives and the Instructions of MPBSDP relating to Third-Party Advertising.

And the Service Provider must obtain the written approval of MPBSDP prior to displaying the Third-Party Advertising at the Premises, pursuant to the process set out in the Operational Directives. Any request for written approval of Third-Party Advertising by the Service Provider shall include details of the content and space requirements of the Third-Party Advertising, and any other details that MPBSDP deems necessary to grant approval of the Third-Party Advertising pursuant to this **Section 14.04** of this Agreement.

### **14.05 Service Provider-Specific Advertising**

The Service Provider may advertise and promote the Issuing Services performed by the Service Provider at the Premises in any medium or form, including but not limited to, print advertisements, billboards television and radio commercials, and websites (“Service Provider-Specific Advertising”), provided that, in the unqualified subjective discretion of MPBSDP:

- (a) the Service Provider-Specific Advertising promotes the Issuing Services in a manner that enhances the goodwill and reputation of MPBSDP or the Province of Ontario, and preserves public confidence in the Issuing Services and the Service Provider Network;
- (b) the Service Provider-Specific Advertising is not deceptive or otherwise misleading; and
- (c) the Service Provider-Specific Advertising complies with the requirements of the Operational Directives and the Instructions of MPBSDP relating to Service Provider-Specific Advertising.

And the Service Provider must obtain the written approval of MPBSDP prior to commencing the Service Provider-Specific Advertising. Any request for written approval of Service Provider-Specific Advertising by the Service Provider shall include details of the content, location, and medium or form of the Service Provider-Specific Advertising, and any other details that MPBSDP deems necessary to grant approval of the Third-Party Advertising pursuant to this **Section 14.05**.

**14.06 Discontinuance of Advertising**

MPBSDP may, at any time and for any reason, require that the Service Provider discontinue any Service Provider-Specific Advertising or any Third-Party Advertising, and the Service Provider shall immediately upon MPBSDP's request discontinue any Service Provider-Specific Advertising and remove any Third-Party Advertising identified by MPBSDP. MPBSDP shall not be liable for any actual or potential losses or damages to the Service Provider resulting from the discontinuance of any Service Provider-Specific Advertising or Third-Party Advertising pursuant to this **Section 14.06**.

**14.07 Service Provider Participation in MPBSDP Promotional Programs**

The Service Provider shall fully and expeditiously participate in all advertising, sales and promotional events and programs organized or conducted by MPBSDP.

**14.08 Limited Licence to Ontario Marks**

MPBSDP grants to the Service Provider a limited, non-exclusive, non-transferable licence to use the Ontario Marks solely in connection with the delivery of the Issuing Services and for the following limited purposes:

- (a) for display on or as part of the signage of the Service Provider as required in **Section 14.01** of this Agreement;
- (b) for use in any Service Provider-Specific Advertising approved by MPBSDP pursuant to **Section 14.05** of this Agreement;
- (c) for use on , or as part of, any signs, emblems, logos, posters, brochures or other display materials as part of promotional programs of MPBSDP pursuant to **Section 14.07** of this Agreement;

and the Service Provider's use of the Ontario Marks shall be in accordance with the Operational Directives and Instructions of MPBSDP.

**ARTICLE 15 – OTHER PRODUCTS AND SERVICES**

**15.01 Service Provider Acknowledgement and Authorization**

The Service Provider acknowledges that the reputation and goodwill of MPBSDP, Ontario and the Service Provider Network is based upon, and can be maintained and enhanced only by, the satisfaction of the Public's expectation that MPBSDP and the Private Service Provider Network deliver services, including the Issuing Services, in a uniformly high quality manner and that any failure to meet these Public expectations may be detrimental to MPBSDP, Ontario, the Service

Provider and the Private Service Provider Network. Accordingly, the Service Provider may offer other products or services as follows:

- (a) Services that are related to the Issuing Services and that are dependant on the Service Provider's authorization to offer the Issuing Services at the Premises, and are intended to provide members of the Public visiting the Service Provider's Private ServiceOntario Centre with additional convenience and value, and for which the Service Provider charges a separate fee ("Value-Added Services");
- (b) Delivery of the Issuing Services at locations outside of the Premises, or the delivery of any other service at locations outside of the Premises that is dependant on the Service Provider's authorization by MPBSDP to deliver the Issuing Services ("Off-Site Services"); or
- (c) Products or services that are unrelated to the Issuing Services and that are not dependant on the Service Provider's offering of the Issuing Services ("Ancillary Products or Services").

And the Service Provider's offering of Value-Added Services, Off-Site Services and Ancillary Products and Services shall be subject to the requirements of this **Article 15**.

#### 15.02 **Value-Added Services**

The Service Provider may offer Value-Added Services from the Premises, provided that, in the unqualified subjective discretion of MPBSDP:

- (a) the Value-Added Services are not incompatible with the promotion of public safety, harmful to the reputation of, or public confidence in, MPBSDP, the Province of Ontario or the Service Provider Network, or offensive to public policy;
- (b) the offering of the Value-Added Services by the Service Provider does not:
  - (i) create a Conflict of Interest;
  - (ii) prevent the Service Provider from devoting the necessary time and attention required for the proper performance of the Issuing Services,
  - (iii) impact the Service Provider's proper and impartial performance of the Issuing Services in accordance with the provisions of this Agreement, including the Operational Directives and the Instructions of MPBSDP;
  - (iv) negatively impact the Public's ability to access the Issuing Services from the Premises at any time during the Standard Operating Hours;
  - (v) negatively impact the Public's ability to receive the Issuing Services at the Service Provider's Private ServiceOntario Centres at the regulated fee;
  - (vi) compromise the security of Revenue or the confidentiality or integrity of Ontario Data Bases, Ontario Records and Personal Information;
- (c) MPBSDP Equipment and MPBSDP Stock are not used in, or impacted by, the offering and delivery of the Value-Added Services;
- (d) the fee charged to the Public for the Value-Added Services is not blended with or added on-top of the cost to the Public for the Issuing Services to which the Value-Added Services relate, and any revenue generated by the Service Provider from the offering of the Value-Added Services is kept separate and apart from any Revenue of Ontario; and
- (e) the Value-Added Services comply with the requirements of the Operational Directives and the Instructions of MPBSDP relating to Value-Added Service.

And the Service Provider must obtain the written approval of MPBSDP prior to offering the Value-Added Services, pursuant to the process set out in the Operational Directives. Any request for

written approval of the Value-Added Services by the Service Provider shall include details of the nature and cost to the Public, if any, for the Value-Added Services, and any other details that MPBSDP deems necessary to grant approval of the Value-Added Services pursuant to this **Section 15.02**. The Service Provider acknowledges and agrees that, as a condition of approval, MPBSDP may require that, at its unqualified subjective discretion, additional terms and conditions apply to the Service Provider's offering of Value-Added Services from the Premises.

**15.03 Off-Site Services**

The Service Provider may offer Off-Site Services, provided that, in the unqualified subjective discretion of MPBSDP:

- (a) the offering of the Off-Site Services by the Service Provider does not:
  - (i) create a Conflict of Interest;
  - (ii) prevent the Service Provider from devoting the necessary time and attention required for the proper performance of the Issuing Services at the Premises,
  - (iii) impact the Service Provider's proper and impartial performance of the Issuing Services in accordance with the provisions of this Agreement, including the Operational Directives and the Instructions of MPBSDP;
  - (iv) negatively impact the Public's ability to access the Issuing Services from the Premises at any time during the Standard Operating Hours; or
  - (v) compromise the security of Revenue, any Government of Ontario assets, including the MPBSDP Equipment and MPBSDP Stock, or the confidentiality or integrity of Ontario Data Bases, Ontario Records and Personal Information;
- (b) the cost to the Public, if any, for the Off-Site Services is not blended with or added on-top of the cost to the Public for the Issuing Services which are being delivered outside of the Premises, and any revenue generated by the Service Provider from delivering the Issuing Services outside of the Premises is kept separate and apart from any Revenue of Ontario; and
- (c) the offering of Off-Site Services complies with the requirements of the Operational Directives and the Instructions of MPBSDP relating to Off-Site Services.

And the Service Provider must obtain the written approval of MPBSDP prior to offering the Off-Site Services, pursuant to the process set out in the Operational Directives. Any request for written approval for the delivery of Off-Site Services by the Service Provider shall include details of the nature, location, and cost to the Public, if any, for the Off-Site Services, and any other details that MPBSDP deems necessary to grant approval of the offering of Off-Site Services pursuant to this **Section 15.03**. The Service Provider acknowledges and agrees that, as a condition of approval, MPBSDP may require that, at its unqualified subjective discretion, additional terms and conditions apply to the Service Provider's offering of Off-Site.

**15.04 Ancillary Products or Services**

The Service Provider may offer Ancillary Products or Services at the Premises, provided that, in the unqualified subjective discretion of MPBSDP:

- (a) the Ancillary Products or Services are not incompatible with the promotion of public safety, harmful to the reputation of, or public confidence in, MPBSDP, the Province of Ontario or the Service Provider Network, or offensive to public policy;
- (b) the offering of the Ancillary Products or Services at the Premises by the Service Provider does not:
  - (i) create a Conflict of Interest;
  - (ii) prevent the Service Provider from devoting the necessary time and attention required for the proper performance of the Issuing Services,

- (iii) impact the Service Provider's proper and impartial performance of the Issuing Services in accordance with the provisions of this Agreement, including the Operational Directives and the Instructions of MPBSDP;
  - (iv) negatively impact the Public's ability to access the Issuing Services from the Premises at any time during the Standard Operating Hours;
  - (v) negatively impact the Public's ability to receive the Issuing Services at the Service Provider's Private ServiceOntario Centres at the regulated fee;
  - (vi) compromise the security of Revenue or the confidentiality or integrity of Ontario Confidential Information, Ontario Data Bases, Ontario Records and Personal Information;
- (c) MPBSDP Equipment and MPBSDP Stock are not used in, or impacted by, the offering, delivery or sale of the Ancillary Products or Services;
- (d) any revenue generated by the Service Provider from the sale of the Ancillary Products or Services is kept separate and apart from any Revenue of Ontario;
- (e) the offering of Ancillary Products or Services complies with the requirements of the Operational Directives and the Instructions of MPBSDP relating to Ancillary Products or Services;

and the Service Provider must obtain the written approval of MPBSDP prior to offering the Ancillary Products or Services pursuant to the process set out in the Operational Directives. Any request for written approval of the Ancillary Products or Services by the Service Provider shall include details of the nature and cost to the Public, if any, for the Ancillary Products or Services, and any other details that MPBSDP deems necessary to grant approval of the Ancillary Products or Services pursuant to this **Section 15.04**. The Service Provider acknowledges and agrees that, as a condition of approval, MPBSDP may require that, at its unqualified subjective discretion, additional terms and conditions apply to the Service Provider's offering of Ancillary Products or Services from the Premises.

**15.05 Discontinuance of Other Products or Services**

MPBSDP may, at any time and for any reason, direct that the Service Provider to discontinue the offering of any and all Value-Added Services, Off-Site Services or Ancillary Products and Services, and the Service Provider shall immediately comply with any such direction. MPBSDP shall not be liable for any actual or potential losses or damages to the Service Provider resulting from the Service Provider's compliance with this **Section 15.05**.

**15.06 Addition to Products and Services by MPBSDP**

The Service Provider acknowledges that MPBSDP may from time to time enter into agreements with third parties, whether in the public or the private sector, for the provision, sale or distribution of any products or other services of third parties through the Private ServiceOntario Centre network of the MPBSDP. The Service Provider shall co-operate with MPBSDP, and participate in the provision, sale and distribution of any such products and other services, in accordance with the Operational Directives and the Instructions of MPBSDP.

**ARTICLE 16 – OPERATIONAL FLEXIBILITY**

**16.01 Acknowledgment of MPBSDP**

MPBSDP acknowledges that the unique circumstances of the Service Provider's Private ServiceOntario Centre may require modification to certain operating standards that are applicable to the Service Provider Network. Accordingly, Service Providers may request, in writing, that MPBSDP consider operational changes pursuant to this **Article 16** to promote the efficient and effective operation of the Service Provider's Private ServiceOntario Centre.

**16.02 Modified Operating Hours**

The Service Provider may perform the Issuing Services from the Premises during hours that vary from Standard Operating Hours as identified in **Section 4.06** of this Agreement if, in the opinion of MPBSDP, the variance is required for one of the following reasons:

- (a) the variance in hours of operation would allow the Service Provider to better respond to the service delivery needs of the Public that the Service Provider serves; or
- (b) the retail complex or facility in which the Premises is located does not permit the Service Provider to operate during the Standard Operating Hours; or
- (c) the variance from the Standard Operating Hours would increase the financial viability of the Service Provider's Private ServiceOntario Centre without negatively impacting the ability of the Public to access the Issuing Services;

and the Service Provider submits a request to MPBSDP to vary from the Standard Operating Hours at least sixty (60) days prior to the effective date of the proposed variance from the Standard Operating Hours and pursuant to the procedure set out in the Operational Directives and Instructions of MPBSDP. The Service Provider shall continue to perform the Issuing Services from the Premises during the Standard Operating Hours until MPBSDP approves, in writing, the proposed variance from the Standard Operating Hours.

**16.03 Co-Location of Private ServiceOntario Centre With Other Business**

The Service Provider may co-locate the Service Provider's Private ServiceOntario Centre with another business or undertaking, or share the Premises with another business or undertaking, with the prior approval of MPBSDP, provided that, in the unqualified subjective discretion of MPBSDP:

- (a) the co-location of the Service Provider's Private ServiceOntario Centre with the business or undertaking does not create a Conflict of Interest; and
- (b) MPBSDP approves, in writing, the co-location of the Service Provider's Private ServiceOntario Centre with an identified business or undertaking.

**16.04 Clarification on Co-Location**

For the purposes of this Agreement, the Service Provider's Private ServiceOntario Centre shall be deemed to be co-located with another business or undertaking, or the Premises shall be deemed to be shared with another business or undertaking where:

- (a) the Premises and the premises of such other business or undertaking share a common interior or exterior wall; or
- (b) the Premises and the premises of such other business or undertaking share a common area, such as a lobby, reception area, elevator or stairs.

For avoidance of doubt, the Service Provider's Private ServiceOntario Centre shall not be deemed to be co-located with any other business or undertaking, where the Service Provider's Private ServiceOntario Centre and such other business or undertaking are both located in the same retail complex or facility.

**ARTICLE 17 – PRIVACY AND CONFIDENTIALITY**

**17.01 Ontario Records and Ontario's Privacy Legislation**

The parties acknowledge and agree that all Ontario Records and Personal Information, including those Ontario Records and Personal Information which are held by the Service Provider, created by the Service Provider in the course of performing the Issuing Services or provided to the Service

Provider during the Term are subject to Ontario's Privacy Legislation. For purposes of Ontario's Privacy Legislation, the control of all Ontario Records, and Personal Information contained therein, received by the Service Provider in the course of the delivery of the Issuing Services shall reside with the Ministry of Ontario that is responsible for each individual Ontario Record and any Personal Information under any applicable Ontario Privacy Legislation.

**17.02 Compliance with MPBSDP Instructions**

The Service Provider shall comply with the requirements of the Operational Directives and the Instructions of MPBSDP relating to Ontario Confidential Information, Ontario Records and Personal Information including, without limitation, the collection, use, disclosure or retention of Ontario Records and Personal Information. The Service Provider shall not do anything which would place any Ministry of Ontario in contravention of Ontario's Privacy Legislation.

**17.03 Service Provider's Obligations for Ontario Records and Personal Information**

The Service Provider shall only collect the Personal Information from customers at the Service Provider's Private ServiceOntario Centre that has been specified or approved by MPBSDP in the Operational Directives and the Instructions of MPBSDP, and only in the manner and for the purposes of delivering the Issuing Services. For avoidance of doubt, the Service Provider is not authorized by MPBSDP to collect Personal Information from customers at the Service Provider's Private ServiceOntario Centre for the purposes of delivering other products or services pursuant to **Article 15 (Other Products or Services)**. In addition, the Service Provider shall:

- (a) post such public notices as MPBSDP may require in relation to the Service Provider's collection, use and disclosure of Personal Information and in the manner and locations specified by MPBSDP;
- (b) protect, at all times, all Ontario Records and Personal Information against loss, alteration and against access by unauthorized persons and take all measures to maintain the physical and electronic security and integrity of Ontario Records and Personal Information, including, but not limited to:
  - (i) keeping Ontario Records and Personal Information in a physically secure location, separate from all other records and databases of the Service Provider;
  - (ii) ensuring that Ontario Records and Personal Information are maintained within the Ontario Data Bases, and that no Ontario Records and Personal Information is moved from one Ontario Data Base to another and that no comparison, matching, or consolidation of Ontario Data Bases occurs;
  - (iii) implementing and maintaining the use of appropriate security products, tools, and procedures to meet MPBSDP's requirements for protecting Ontario Records and Personal Information from improper access, loss, alteration and destruction;
  - (iv) ensuring that passwords are required in order to access Ontario Records and Personal Information electronically, taking all necessary precautions to maintain the secrecy of such passwords, and ensuring that only those Employees that are required to access Ontario Records and Personal Information as part of their employment functions are permitted to do so;
  - (v) ensuring that any Ontario Records and Personal Information that are transferred to MPBSDP are done so in a secure manner in accordance with the Operational Directives and the Instructions of MPBSDP;
  - (vi) ensuring that any Ontario Records and Personal Information that are transmitted over the internet are transmitted using the then currently commercially available encryption technology satisfactory to MPBSDP;
  - (vii) implementing such other specific security measures as MPBSDP may, from time to time, determine would improve the adequacy and effectiveness of the Service Provider's security measures.

- (c) ensure that, at all times, all Ontario Records and Personal Information are stored or retained at the Premises, and that Ontario Records and Personal Information are not stored or retained outside the Premises or the Province of Ontario for any period of time, and that Ontario Records and Personal Information are not disclosed to any individual or organization that is not a resident of Canada, or that is, or could be subject to the laws of a foreign jurisdiction; and
- (d) provide any Ontario Records and Personal Information to MPBSDP within seven (7) days of being directed to do so by MPBSDP for any reason.

**17.04 Prohibition on Service Provider's Use of Personal Information**

At no time shall the Service Provider, or the Service Provider's Employees, directly or indirectly:

- (a) access any Ontario Records or Personal Information, unless MPBSDP determines, in its unqualified subjective discretion, that access is permitted under Ontario's Privacy Legislation and is necessary in order for the Service Provider to perform the Issuing Services;
- (b) use, or permit the use of, Ontario Records or Personal Information for any purposes other than the performance of the Issuing Services, or as specified or approved by MPBSDP in writing;
- (c) use, or permit the use of, Ontario Records or Personal Information directly or indirectly to locate or contact any Person to whom the Personal Information relates;
- (d) copy any Ontario Records or Personal Information for any purposes other than the performance of the Issuing Services;
- (e) remove from the Premises any copy of Ontario Records or Personal Information made for the purposes of performance of the Issuing Services;
- (f) destroy any Ontario Records or Personal Information;
- (g) develop, derive or compile, for any purpose, any table, index, data or database (whether or not in electronic or machine-readable form), or any other product that incorporates, contains, modifies or uses, in any manner whatsoever, any Ontario Records or Personal Information; or
- (h) give, exchange, sell, disclose, or make available to third parties any Ontario Records or Personal Information, without first obtaining the consent of MPBSDP (which may be given or withheld in MPBSDP's unqualified subjective discretion).

**17.05 Service Provider's Obligations for Ontario Confidential Information, Ontario Records and Personal Information**

The Service Provider shall take all reasonable measures to keep all Ontario Confidential Information, Ontario Records and Personal Information confidential. In addition the Service Provider shall:

- (a) keep all Ontario Confidential Information, Ontario Records and Personal Information confidential and secure;
- (b) limit the disclosure of Ontario Confidential Information, Ontario Records and Personal Information to only those Employees who have a need to know it for the purpose of providing the Issuing Services and who have been specifically authorized to have such disclosure;

- (c) not directly or indirectly disclose, destroy, exploit or use any Ontario Confidential Information, Ontario Records and Personal Information (except for the purpose of performing the Issuing Services, or except if required by order of a court or tribunal), without first obtaining:
  - (i) the written consent of MPBSDP and
  - (ii) in respect of any Ontario Confidential Information about any third-party, the written consent of such third-party;
- (d) provide Ontario Confidential Information, Ontario Records and Personal Information to MPBSDP on demand;
- (e) immediately notify MPBSDP of the termination of any Employee that had access to Ontario Data Bases, Ontario Confidential Information, Ontario Records and Personal Information; and
- (f) return all Ontario Confidential Information, Ontario Records and Personal Information to MPBSDP before the end of the Term, with no copy or portion kept by the Service Provider.

**17.06 Employee Access to Ontario Records and Personal Information**

The Service Provider shall ensure that all Employees respect and maintain the obligations of the Service Provider in relation to Ontario Confidential Information, Ontario Data Bases, Ontario Records and Personal Information contained in this Agreement. Without limiting the generality of the foregoing, prior to permitting any Employee to access any Ontario Confidential Information, Ontario Data Bases, Ontario Records or Personal Information, the Service Provider shall:

- (a) instruct the Employee in respect of the requirements of Ontario's Privacy Legislation and the confidentiality obligations contained in this Agreement; and
- (b) require the Employee to execute a security statement and acknowledgement in a form acceptable to MPBSDP, as set out in the Operational Directives.

Regardless of the Service Provider's adherence to the requirements of this **Section 17.06**, the Service Provider shall remain fully responsible to MPBSDP for any Employee's non-compliance with the provisions of this **Article 17**.

**17.07 Compliance and Monitoring**

The Service Provider shall implement reasonable measures to monitor the handling of Ontario Records and Personal Information, and of the Employees collecting using or disclosing particular Ontario Records or Personal Information, and to ensure the compliance of the Service Provider. These measures shall include, without limitation:

- (a) allowing MPBSDP to conduct compliance reviews of the Service Provider from time to time during the Term, and for a period of three (3) years following the Expiry Date or termination for any reason of this Agreement, to determine the Service Provider's compliance with Ontario's Privacy Legislation, and with the privacy provisions contained in this Agreement;
- (b) correcting any deficiencies, at the Service Provider's own costs, identified through a compliance review completed pursuant to **Subsection 17.07(a)** of this Agreement within five (5) Business Days of receiving notification of such deficiencies, and notify MPBSDP in writing upon the deficiencies being corrected;
- (c) taking immediate corrective action to remedy any failure on the part of the Service Provider or the Service Provider's Employees to comply with the provisions of this **Article 17**, and take such corrective or preventative action as MPBSDP may specify, including, without limitation, requiring the Service Provider to improve the methods by which it maintains,

collects, uses, discloses or retains Personal Information to ensure compliance with this Agreement;

and nothing in this **Section 17.07** shall limit or restrict any other rights or remedies MPBSDP may have under this Agreement or at law or in equity. In addition to any other liabilities of the Service Provider pursuant to this Agreement or otherwise at law or in equity, the Service Provider shall be liable for all damages, costs, expenses, losses, claims or actions arising from any non-compliance by the Service Provider including, without limitation, any Employee, with the confidentiality provisions of this Agreement.

**17.08 Service Provider to Advise and Notify**

The Service Provider shall notify the MPBSDP Representative, immediately upon the occurrence of any of the following events:

- (a) any actual or potential failure on the part of the Service Provider or the Service Provider's Employees to comply with the provisions of this **Article 17**;
- (b) the theft, loss, or unauthorized access of any Ontario Records or Personal Information, whether intentional or accidental;
- (c) the receipt of any and all requests of any kind for Ontario Records or Personal Information, and any requirement of any kind that might compel the Service Provider to disclose or produce any Ontario Records or Personal Information, including any and all requests and requirements related to a warrant under the laws of Canada, the Province of Ontario, or any other province, or any foreign jurisdiction, and any requests from law enforcement agencies or officials for the release of surveillance video footage captured by the Service Provider's security systems, if any; and
- (d) any complaints from customers of the Service Provider's Private ServiceOntario Centre relating to actual or potential failure on the part of the Service Provider or the Service Provider's Employees to comply with the provisions of this **Article 17**.

**17.09 Investigations and Appeals**

The Service Provider shall comply with all policies, protocols and procedures of MPBSDP with respect to the collection, storage, use or disclosure of Ontario Records or Personal Information, and shall co-operate with MPBSDP and its representatives in the investigation of any complaints or appeals received under Ontario's Privacy Legislation.

**17.10 Injunctive and Other Relief**

The Service Provider acknowledges that breach of any provisions of this **Article 17** may cause irreparable harm to MPBSDP, the Province of Ontario or to any third-party to whom MPBSDP or the Province of Ontario owes a duty of confidence, and that the injury to MPBSDP, the Province of Ontario or to any third-party may be difficult to calculate and inadequately compensable in damages. The Service Provider agrees that MPBSDP is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this **Article 17**.

**ARTICLE 18 – ACCOUNTING AND FINANCIAL REPORTS**

**18.01 Service Provider to Maintain Financial Record-Keeping System**

Subject to the provisions of **Article 17 (Privacy and Confidentiality)**, the Service Provider shall at the Service Provider's own cost establish and maintain, in accordance with generally accepted Canadian accounting principles, bookkeeping, accounting, inventory controls and record-keeping systems. The Service Provider shall collect, input and store records, documents and information

in such form and detail as MPBSDP may, in its unqualified subjective discretion, require to enable MPBSDP to monitor the performance of the Issuing Services, the Revenue received, the use of MPBSDP Equipment and MPBSDP Stock, and the financial condition of the Service Provider.

**18.02 Storage and Retention of Financial Records**

Records, documents and information, whether in paper-based or electronic form, shall be stored only on the Premises, or at such other Private ServiceOntario Centre as may be operated by the Service Provider under agreement with MPBSDP, and shall be maintained in accessible order and form. Without the prior consent of MPBSDP, the Service Provider shall not permit any records or files pertaining to the Issuing Services to be deleted or destroyed for a period of at least five (5) years from the end of Province's fiscal year to which the records or files relate.

**18.03 Request for Reports by Province**

The Service Provider shall furnish to MPBSDP, at the Service Provider's own cost, reports in such form and frequency as may from time to time be prescribed by MPBSDP, together with such detail, breakdown and copies of supporting records, as MPBSDP may require in respect of the Issuing Services and other matters arising under this Agreement.

**18.04 Payment Card Industry (PCI) Data Security Standard (DSS) Compliance**

The Service Provider accepts responsibility for securing all customer cardholder data in their possession.

The Service Provider is responsible for their PCI DSS compliance and is required, on an annual basis, to provide ServiceOntario with an Attestation of Compliance (AOC) certificate by end of March every calendar year. If the Service Provider is not compliant in any given year they will be required to provide a remediation plan with a date of compliance and AOC to ServiceOntario.

**ARTICLE 19 – AUDIT**

**19.01 MPBSDP's Right to Inspect or Audit**

MPBSDP and its authorized representatives shall have the right, without notice and during the Standard Operating Hours, to inspect or audit the Premises and the furnishings, equipment and fixtures thereon, including without limitation the MPBSDP Equipment and MPBSDP Stock, and to otherwise examine the manner in which the Service Provider is performing the Issuing Services to substantiate:

- (a) that the Issuing Services were or are being delivered in accordance with the terms and conditions of this Agreement and the Requirements of Law; and
- (b) the accuracy of any and all amounts collected by the Service Provider as compensation, pursuant to **Article 10 (Compensation and MPBSDP Assistance)** of this Agreement.

**19.02 Service Provider to Co-operate with MPBSDP's Authorized Representatives**

In the event of any such inspection, audit, or review, including any inspection, audit or review conducted under **Section 12.03, Subsection 17.07(a), or Section 18.03** of this Agreement, the Service Provider shall co-operate fully and provide any assistance requested by MPBSDP, and shall cause the Employees to co-operate fully and to provide any such assistance, including, but not limited to, providing full access to inspect, review or audit the records, electronic systems, financial books, bookkeeping and accounting records, documents or other materials, from any location, including, without limitation, the Premises.

**19.03 Audit of Service Provider's Use of Systems**

For avoidance of doubt, the Service Provider acknowledges that MPBSDP may, at any time and from any location, inspect, review or audit any use by the Service Provider (including, without limitation, the Employees) of any electronic system or program provided by MPBSDP for

performance of the Issuing Services including, without limitation, any electronic systems or programs used to access Ontario Data Bases.

**19.04 Receipt of Audit Report and Corrective Action**

In the event that it is determined by any inspection, audit or review that:

- (i) the Service Provider's records and procedures were insufficient to substantiate that the Issuing Services were being delivered in accordance with the terms and conditions of this Agreement and the Requirements of Law;
- (ii) the Service Provider's records and procedures were insufficient to substantiate the accuracy of any and all amounts collected by the Service Provider as compensation under **Article 10 (Compensation and MPBSDP Assistance)** this Agreement;
- (iii) Revenue for the period in question was understated by the Service Provider or the Service Provider failed to remit any Revenue or other payments as required by this Agreement;
- (iv) the Service Provider retained as compensation any amounts in excess of compensation permitted under **Article 10 (Compensation and MPBSDP Assistance)** of this Agreement;
- (v) any MPBSDP Equipment and MPBSDP Stock was damaged, lost or stolen while in the possession or care of the Service Provider, where the Service Provider failed to comply with any security obligations and procedures contained in the Operational Directives or the Instructions of MPBSDP or where the damage, loss or theft is attributable to any intentional wrongdoing or negligent act or omission of the Service Provider or the Employees; or
- (vi) the Service Provider failed to comply with any of the material provisions of this Agreement, including the Operational Directives, the Instructions of MPBSDP and the Requirements of Law.

the Service Provider shall immediately, within the time period specified in the inspection or audit report:

- (a) take such steps as may be necessary to correct the deficiency in accordance with the Instructions of MPBSDP;
- (b) reimburse to His Majesty the King in Right of Ontario any outstanding Revenue or other payments as required by this Agreement, as well as any amounts retained as compensation in excess of compensation permitted under **Article 10 (Compensation and MPBSDP Assistance)**; and
- (c) reimburse to His Majesty the King in Right of Ontario the repair or replacement cost of MPBSDP Equipment and the value of MPBSDP Stock in accordance with **Section 11.03** of this Agreement.

**19.05 No Restrictions or Limitations on Remedies**

Nothing in this **Article 19** shall limit or restrict any other rights or remedies MPBSDP may have under this Agreement or at law or in equity.

**ARTICLE 20 – LIABILITY, INDEMNITY AND INSURANCE**

**20.01 Service Provider Indemnity**

The Service Provider shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Service Provider or

the Employees in the course of the performance of the Service Provider's obligations under the Agreement, or otherwise in connection with the Agreement. The obligations contained in this paragraph shall survive the termination or expiry of the Agreement.

#### 20.02 **Service Provider's Insurance**

Prior to the Implementation Date, the Service Provider shall put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Service Provider would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate. The policy is to include the following:
  - (i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Service Provider's obligations under, or otherwise in connection with, the Agreement;
  - (ii) contractual liability coverage,
  - (iii) independent contractors coverage,
  - (iv) tenants legal liability coverage,
  - (v) non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles
  - (vi) 30 day written notice of cancellation, termination or material change;
  - (vii) a cross liability clause, and
  - (viii) employers liability coverage (or compliance with **Section 20.04** of this Agreement)
- (b) property insurance on an "all risks" basis, including earthquake and flood, covering the Premises and property of every description, including MPBSDP Equipment, MPBSDP Stock and other property for which the Service Provider is responsible, for not less than the full replacement cost and with a replacement cost endorsement. Such policy shall:
  - (i) be effective prior to receipt by the Service Provider of any MPBSDP Equipment or MPBSDP Stock,
  - (ii) add the Indemnified Parties as a loss payee, and
  - (iii) contain a waiver by the insurer of any rights of subrogation to which the insurer may otherwise be entitled against MPBSDP;
- (c) such insurance, and in such amounts, as may be required pursuant to any lease, licence, or other similar agreement entered into by the Service Provider securing the right to occupancy of the Premises; and

#### 20.03 **Proof of Insurance**

The Service Provider shall provide MPBSDP with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the Agreement by MPBSDP, and renewal replacements on or before the expiry of any such insurance. Upon the request of MPBSDP, a copy of each insurance policy shall be made available to it. The Service Provider shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations.

#### 20.04 **Proof of W.S.I.A. Coverage**

If the Service Provider is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to MPBSDP prior to the execution of the Agreement by MPBSDP. In addition, the Service Provider shall, from time to time at the request of MPBSDP, provide additional WSIA clearance certificates. The Service Provider covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which MPBSDP shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Service Provider or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Service Provider pursuant to the Agreement together with all costs incurred by MPBSDP in connection therewith.

**20.05 Service Provider Participation in Proceedings**

The Service Provider shall, at its expense, to the extent requested by MPBSDP, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this **Article 20** and any negotiations for their settlement. MPBSDP may elect to participate in or conduct the defence of any such Proceeding by notifying the Service Provider in writing of such election without prejudice to any other rights or remedies of MPBSDP under the Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Service Provider shall enter into no settlement unless it has obtained the prior written approval of MPBSDP. If the Service Provider is requested by MPBSDP to participate in or conduct the defence of any such Proceeding, MPBSDP agrees to co-operate with and assist the Service Provider to the fullest extent possible in the Proceedings and any related settlement negotiations. If MPBSDP conducts the defence of any such Proceedings, the Service Provider agrees to co-operate with and assist MPBSDP to the fullest extent possible in the Proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of the Agreement.

**ARTICLE 21 – FORCE MAJEURE**

**21.01 Notice of Force Majeure**

If either MPBSDP or the Service Provider is unable to perform or will be delayed in performing, in whole or in part, by reason of Force Majeure any of that party's material obligations under this Agreement, such party shall provide notice of the Force Majeure to the other party. Effective upon such notice, the obligation(s) affected by the Force Majeure will be suspended during, and the time for performing such obligation(s) under this Agreement will be extended by, the period from the giving of the notice to when the Force Majeure ceases.

**21.02 Reasonable Procedures to Remedy Force Majeure**

The party giving notice of Force Majeure shall implement all reasonable procedures to remedy or remove the Force Majeure, and the effects of the Force Majeure, as soon as practicable and shall keep the non-affected party aware of the status of the Force Majeure.

**21.03 Notice of Potential Disruption**

Whenever the Service Provider becomes aware of anything that will, or is likely to, delay or disrupt the performance of the Issuing Services, the Service Provider shall promptly notify MPBSDP, and the anticipated extent of the delay or disruption, whether that thing is an event of Force Majeure or not.

**21.04 Business Continuity Plan**

The Service Provider shall provide MPBSDP with a Business Continuity Plan, in the format and timeline set out in accordance with the Operational Directives and Instructions of MPBSDP.

"Business Continuity Plan" means the plan setting out the Service Provider's proposed methodology to ensure continuance of providing Issuing Services resulting from of a Force Majeure event.

The Service Provider's Business Continuity Plan will include but not limited to:

- (i) Names and contact details for Key Personnel and other employees responsible for invoking and managing workarounds to allow the Service Provider to continue to offer Issuing Services during operational disruption;
- (ii) Contact details of potential third parties, needed to implement workarounds described in (i);
- (iii) Details of how the workarounds will be implemented for a loss of functionality of IT services, access to premises, telephones.

## **ARTICLE 22 – ASSIGNMENT & SUBCONTRACTING**

### **22.01 Assignment by MPBSDP**

MPBSDP may assign all or any part of its interest in this Agreement to any ministry, agency, board, commission or crown corporation of the Government of Ontario, without the consent of the Service Provider, provided that the Service Provider has received reasonable written notice of MPBSDP's intent to assign.

### **22.02 Assignment by the Service Provider**

The Service Provider shall not assign all or any part of the Agreement or any monies due under it without the prior written consent of MPBSDP. Such consent shall be at the sole discretion of MPBSDP and subject to any conditions that may be imposed by MPBSDP, which may include, without limitation, that:

- (a) all of the Service Provider's accrued monetary obligations and all other outstanding obligations to MPBSDP have been satisfied;
- (b) the Service Provider is not in default of this Agreement, or any other agreement between the Service Provider and MPBSDP;
- (c) the Service Provider execute a general release, in form and substance satisfactory to MPBSDP, of any and all claims against MPBSDP or persons for whom MPBSDP is legally responsible;
- (d) the Person to which the Agreement is to be assigned (the "Assignee") enter into a written agreement, in form and substance satisfactory to MPBSDP, assuming and agreeing to discharge all of the Service Provider's obligations under this Agreement;
- (e) the Assignee undergoes a Security Clearance Check of this Agreement prior to any assignment being effective;
- (f) the Assignee demonstrate to the satisfaction of MPBSDP that the Assignee meets the then existing standards of MPBSDP, including without limitation, education, managerial, and business standards; possession of the satisfactory financial capability to support the operation of the Service Provider's Private ServiceOntario Centre; and has the aptitude and ability to perform the Issuing Services;

- (g) the Service Provider remain liable to MPBSDP for all of the obligations under this Agreement which arose prior to the effective date of the Assignment, and execute any and all instruments reasonably requested by MPBSDP to evidence such liability; and
- (h) the Assignee, at the Assignee's own cost, successfully complete the Initial Training Programme, or any other training programs then in effect for operators of Private ServiceOntario Centres, upon such terms and conditions as MPBSDP may require.

**22.03 Prohibition on Subcontracting**

The Service Provider shall not subcontract all or any part of the Issuing Services at any time during the Term without the prior written consent of MPBSDP. Such consent shall be at the sole discretion of MPBSDP subject to any conditions that may be imposed by MPBSDP.

**22.04 Assignment or Subcontracting Void**

Any actual or purported assignment or subcontract contrary to this **Article 22** shall be null and void.

**22.05 Conditional Request for Assignment**

If the Service Provider is organized as a sole proprietorship, the Service Provider may request the assignment of this Agreement to an Assignee that shall only be considered by MPBSDP in the event of the death or permanent incapacity of the Service Provider. Any assignment ultimately considered and approved by MPBSDP pursuant to this **Section 22.05** shall be subject to any conditions that may be imposed by MPBSDP, which may include, without limitation, any of the conditions set out in **Section 22.02** of this Agreement.

**ARTICLE 23 – SERVICE PROVIDERS THAT ARE CORPORATIONS OR PARTNERSHIPS**

**23.01 Corporations**

If the Service Provider is organized as a corporation, upon request of MPBSDP, the Service Provider shall comply with the following requirements:

- (a) the Service Provider shall furnish copies of the Service Provider's articles of incorporation, bylaws, and other governing documents, and any amendments of such articles, bylaws and documents, including the resolution of the board of directors of the Service Provider authorizing entry into this Agreement, shall be promptly furnished to MPBSDP;
- (b) from time to time, in a form acceptable to MPBSDP, the Service Provider shall deliver to MPBSDP a certificate certifying as to the then current shareholders, directors, officers or members, as the case may be, of the Service Provider;
- (c) the Service Provider shall cause at least one of the shareholders, directors and officers of the Service Provider, and of any shareholder of the Service Provider which is a corporation, present and future, to sign, deliver and comply with the Guarantee, Indemnification and Acknowledgment in the form set out in **Schedule 2** to this Agreement.

**23.02 Partnerships**

If the Service Provider is organized as a partnership, upon request of MPBSDP, the Service Provider shall comply with the following requirements:

- (a) the Service Provider shall furnish MPBSDP with a copy of the Service Provider's partnership agreement as well as such other documents as MPBSDP may reasonably request, and any amendments to such agreement and documents;
- (b) such partnership agreement must contain a dispute resolution mechanism satisfactory to MPBSDP; and

- (c) from time to time, in a form acceptable to MPBSDP, the Service Provider shall deliver to MPBSDP a certificate certifying as to then general and limited partners in the Service Provider.

## **ARTICLE 24 – SERVICE PROVIDERS WITH MULTIPLE OFFICES**

### **24.01 Multiple Private ServiceOntario Centres**

Nothing in this Agreement shall prohibit the Service Provider from operating one or more other Private ServiceOntario Centres to deliver the Issuing Services pursuant to one or more separate agreements with MPBSDP authorizing the operation of such other Private ServiceOntario Centres.

### **24.02 Default Under Other Agreements**

Where the Service Provider, or an Affiliate of the Service Provider, is authorized, pursuant to one or more separate agreements as described in **Section 24.01** of this Agreement, any default by the Service Provider in the performance or compliance with any of the terms and conditions under any one agreement governing another Private ServiceOntario Centre shall be deemed to be an event of default under all other agreements between the Service Provider and MPBSDP pursuant to which the Service Provider operates such other Private ServiceOntario Centres.

## **ARTICLE 25 – DISPUTE RESOLUTION**

### **25.01 Dispute Resolution by Rectification Notice**

Where the Service Provider fails to comply with any of its obligations under the Agreement, MPBSDP may issue a rectification notice to the Service Provider setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Service Provider shall either:

- (a) comply with that rectification notice; or
- (b) provide a rectification plan satisfactory to MPBSDP.

If the Service Provider fails to either comply with that rectification notice or provide a satisfactory rectification plan, MPBSDP may immediately terminate the Agreement.

### **25.02 Prior Rectification Notices**

Where the Service Provider has been given a prior rectification notice pursuant to **Section 25.01** of this Agreement, the same subsequent type of non-compliance by the Service Provider shall allow MPBSDP to immediately terminate the Agreement immediately.

## **ARTICLE 26 – DEFAULT AND TERMINATION**

### **26.01 Events of Default**

The Service Provider shall be in default under this Agreement where:

- (a) the Service Provider fails to provide proof of occupancy of the Premises in accordance with **Section 5.03** of this Agreement;
- (b) in MPBSDP's opinion, the Service Provider's participation in the Initial Training Programme pursuant to **Section 8.01** of this Agreement discloses the inability of the Service Provider to adequately perform the Issuing Services or effectively manage the Service Provider's Private ServiceOntario Centre;

- (c) the Service Provider breaches any provision in **Article 9 (Service Provider's Collection of Provincial Revenue)**, and such default continues for a period of five (5) Business Days after notice has been given to the Service Provider of the breach;
- (d) the Service Provider fails to conduct business in, at or from the Premises for a period of five (5) consecutive Business Days without the prior written consent of MPBSDP, or loses the right to occupy the Premises for any reason whatsoever, except for a Force Majeure event;
- (e) the Service Provider is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Service Provider's insolvency;
- (f) except where the Service Provider is required to enter a general security agreement or similar agreement to secure financing for the establishment or operation of the Service Provider's Private ServiceOntario Centre, the Service Provider pledges its rights and interests under the Agreement, or purports to pledge its rights and interests under the Agreement, as an asset or collateral to secure a loan or, in MPBSDP's opinion, the Service Provider undertakes a similar transaction;
- (g) the Service Provider breaches any provision in **Article 17 (Privacy and Confidentiality)** of the Agreement;
- (h) the Service Provider's conduct or operations result in Service Provider falling within the circumstances described in **Subsections 4.08(i), 4.08(ii) or 4.08(iii)** of the Agreement;
- (i) the Service Provider fails to submit any report required by this Agreement or the Operational Directives and Instructions of MPBSDP, within the time period specified in the Agreement or by MPBSDP, and such failure is not rectified by the Service Provider within ten (10) Business Days;
- (j) the Service Provider, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to MPBSDP;
- (k) the Service Provider undergoes a change in control which adversely affects the Service Provider's ability to satisfy some or all of its obligations under the Agreement;
- (l) the Service Provider subcontracts for the provision of part or all of the Issuing Services or assigns the Agreement without first obtaining the written approval of MPBSDP;
- (m) the Service Provider defaults in the performance of the Issuing Services at another Private ServiceOntario Centre under a separate agreement between the Service Provider and MPBSDP as described in **Section 24.02** of this Agreement;
- (n) the Service Provider fails or neglects to perform any of the other obligations under this Agreement, and where such default by its nature is capable of being remedied by the Service Provider, the Service Provider fails to remedy the default within the time specified in the rectification notice issued by MPBSDP pursuant to **Section 25.01** of this Agreement;
- (o) the Service Provider repeats a non-compliance for which a previous rectification notice was issued pursuant to **Section 25.01** of this Agreement;
- (p) if the Service Provider is organized as a sole proprietorship, the Service Provider dies or otherwise becomes permanently incapacitated without making a conditional request for assignment pursuant to **Section 22.05 (Conditional Request for Assignment)** of this

Agreement or if the Service Provider's conditional request for assignment made pursuant to that section is not approved;

- (q) if the Service Provider is organized as a corporation, an order is made or resolution is passed for the dissolution, winding up, liquidation or suspension of operation of the Service Provider, or a Guarantor of the Service Provider dies or otherwise becomes permanently incapacitated, or an order is made or resolution is passed for the dissolution, winding up, liquidation or suspension of operation of a Guarantor;
- (r) The Service Provider fails to adhere to the service standards as prescribed in **Section 4.10** of this Agreement.

And the above events of default are in addition to all events of default by operation of law.

#### 26.02 Remedies for Events of Default

Upon the occurrence of any of the events of default detailed in **Section 26.01** of this Agreement, and by notice to the Service Provider, MPBSDP may declare the Service Provider to be in default and may do any or all of the following as MPBSDP, in its sole discretion acting reasonably, determines:

- (a) immediately terminate this Agreement;
- (b) provide the Service Provider a period of time in which to cure or attempt to cure the default, through the issue of a rectification notice under **Section 25.01** of this Agreement; or
- (c) require that a representative of MPBSDP supervise the day-to-day operations at the Service Provider's Private ServiceOntario Centre until such time that the Service Provider's default has been remedied to the satisfaction of MPBSDP;

and the remedies listed above are in addition to any and all other rights of MPBSDP available at law, or by operation of law.

#### 26.03 Failure to Exercise Remedies Not a Waiver

Any failure of MPBSDP to exercise any rights or remedies to which it is entitled upon the happening of any event of default identified in **Section 26.01** of this Agreement shall not be deemed to be a waiver of, or otherwise affect, impair, or prevent MPBSDP from exercising any rights or remedies to which it may be entitled.

#### 26.04 Termination on Notice

Either party may terminate this Agreement, without cause, upon one-hundred and twenty (120) days prior written notice to the Service Provider.

#### 26.05 Termination for Non-Appropriation

The continuation of the Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the Agreement. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, MPBSDP may terminate the Agreement upon giving notice to the Service Provider. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

#### 26.06 Service Provider's Obligations on Termination

On termination of the Agreement, the Service Provider shall, in addition to its other obligations under the Agreement and at law:

- (a) immediately discontinue performance of the Issuing Services, cease accessing any Ontario Data Base, and cease displaying and using all signs, stationary, letterheads, forms, printed material, advertising and other physical objects used from time to time in connection with the performance of the Issuing Services;
- (b) immediately surrender to MPBSDP any Ontario Confidential Information, Ontario Records and Personal Information;
- (c) immediately, or upon MPBSDP's request, surrender to MPBSDP any copies of the Operational Directives in the possession of the Service Provider, as well as any MPBSDP Equipment, MPBSDP Stock and any other assets of MPBSDP supplied to the Service Provider;
- (d) immediately pay all monies then due and unpaid by the Service Provider including, without limitation, Revenue not yet remitted to His Majesty the King in Right of Ontario and all costs and expenses incurred by MPBSDP as a result of any default on the part of the Service Provider;
- (e) execute such documentation as may be required by MPBSDP to give effect to the termination of the Agreement; and
- (f) comply with any other Instructions of MPBSDP, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

This paragraph shall survive any termination of the Agreement.

**26.07 Authorization to Enter Premises**

In the event of the Service Provider's failure or refusal to comply with **Section 26.06** of this Agreement, MPBSDP is hereby irrevocably authorized by the Service Provider, without liability, to enter the Premises, by force, summary proceeding, or otherwise, and to remove any Ontario Confidential Information, Ontario Records, and Personal Information (including any copies of which are stored in the electronic systems of the Service Provider), any copies of the Operational Directives and any MPBSDP Equipment, MPBSDP Stock and other assets of the MPBSDP.

**26.08 Termination in Addition to Other Rights**

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of MPBSDP under the Agreement, at law or in equity.

**26.09 Compensation for Early Termination**

In the event MPBSDP exercises its right of termination pursuant to **Section 26.04**, MPBSDP shall compensate the Service Provider for any reasonable direct costs and damages incurred by the Service Provider as a result of such termination. All such costs and damages must be properly itemized and documented by the Service Provider, and for the avoidance of doubt shall not include any indirect or consequential damages, or claims for lost profit. In this **Section 26.09** the term "direct costs and damages" shall include lease termination costs, severance costs, cancellation fees and the cost for any equipment and leasehold improvements. For greater certainty this provision shall not apply to a termination of this Agreement pursuant to **Section 26.05** of this Agreement.

**ARTICLE 27 – EXPIRY, EXTENSION AND RENEWAL**

**27.01 Expiry and Extension of Agreement**

The Agreement shall expire on the original Expiry Date unless extended by mutual agreement of the parties.

**27.02 Service Provider's Obligations Upon Expiry**

Upon expiry of the Agreement, the obligations on the Service Provider as described in **Section 26.06** of this Agreement shall apply.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective as of the date first above written.

**Township of Dubreuilville**

**HIS MAJESTY THE KING IN RIGHT OF  
ONTARIO  
as represented by the  
MINISTER OF PUBLIC AND BUSINESS  
SERVICE DELIVERY AND PROCUREMENT**

Signature: Shelley B. Casey  
Name: Shelley B. Casey  
Title: CAO - Clerk  
Date: January 15, 2025

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I have authority to bind the Service Provider

Pursuant to Delegated Authority

## SCHEDULE 1 – PRIVATE SERVICEONTARIO CENTRE DETAILS

### A. Representatives

All notices required by the Agreement shall be sent to the individuals identified below, pursuant to **Section 1.07** of the Agreement.

#### (i) For MPBSDP:

Title: Manager, Issuing Services and  
Quality Control Unit

Address: 20 Dundas Street W, 4<sup>th</sup> Floor  
Toronto, ON M5G 2C2

Facsimile No.: (416) 326-3229

#### (ii) For the Service Provider:

Name: Nathalie Gendron c/o Township of  
Dubreuilville

Title: AP/AR & Payroll Technician

Address: 23 Rue Des Pins, Box 367,  
Dubreuilville ON P0S 1B0

Email Address: spn.nathalie.gendron@ontario.ca

Telephone No.: 705-884-2340 ext. 130

Facsimile No.: 705-884-2626

### B. Premises

For the purposes of the Agreement, the Premises is located at the following address:

23 Rue Des Pins, Box 367,  
Dubreuilville Ontario P0S 1B0

### C. Implementation Date

Pursuant to **Section 4.01** of the Agreement, the Service Provider shall commence delivering the Issuing Services on a date to be agreed upon in writing by MPBSDP and the Service Provider, which in no event shall be later than February 1, 2025.

### D. Standard Operating Hours

The Standard Operating Hours for the Service Provider's Private ServiceOntario Centre shall be:

Day	Hours of Operation
Monday	9:00 a.m. – 4:00 p.m.
Tuesday	9:00 a.m. – 4:00 p.m.
Wednesday	9:00 a.m. – 4:00 p.m.
Thursday	9:00 a.m. – 4:00 p.m.
Friday	9:00 a.m. – 4:00 p.m.
Saturday	Closed

Sunday	Closed
<b>Additional Details</b>	
None	

### E. Mandatory Equipment

The Service Provider shall, at its own cost pursuant to **Section 5.02** of the Agreement and subject to the requirements as set out in the Operational Directives and Instructions of MPBSDP, equip the Service Provider's Private ServiceOntario Centre with the following equipment:

#### Mandatory Equipment

Shredding Machine  
Secure access to electronic mail  
Telephone  
Safe

Other electronic equipment with following functionality:

- Photocopying
- Scanning
- Sending and Receiving Facsimile Transmissions

### F. French Language Services

If indicated below by "Yes", the Premises are situated an area of the Province of Ontario which has been designated in the Schedule to the *French Language Service Act*, R.S.O. 1990 c. F.32, and MPBSDP requires that the Issuing Services be provided at the Premises in both the English and French languages pursuant to **Section 4.04** of the Agreement:

French Language Services required: Yes [ X ] No [ ]

**[END OF SCHEDULE 1]**

## SCHEDULE 2 – FORM OF GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT

### GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT

1. As an inducement for, and in consideration of, His Majesty the King in right of Ontario, as represented by the Minister of Public and Business Service Delivery and Procurement ("MPBSDP") entering into the Issuing Services Agreement with Township of Dubreuilville (the "Service Provider"), dated February 1, 2025 (the "Agreement"), the Undersigned Nathalie Gendron (the "Guarantor") hereby unconditionally guarantees to MPBSDP that the Service Provider will observe and perform all of the Service Provider's obligations to be observed or performed and will pay all amounts to be paid by the Service Provider in accordance with the terms and conditions of the Agreement.
2. If the Service Provider defaults in making any such payments or in the observance or performance of any such obligations, the Guarantor hereby covenants and agrees to pay to MPBSDP immediately upon demand all amounts not so paid by the Service Provider and all damages that may arise in consequence of any such non-observance or non-performance.
3. Without in any way restricting or limiting the guarantee given by the Guarantor as set out above, or any other rights and remedies to which MPBSDP may be entitled, the Guarantor hereby covenants and agrees to indemnify and save MPBSDP harmless against any and all liabilities, losses, suits, claims, demands and costs of any kind or nature whatsoever to which MPBSDP shall or may become liable for, or suffer, by reason of any breach, violation or non-performance by the Service Provider of any term or condition of the Agreement, or any other agreement made between MPBSDP and the Service Provider, including any liabilities, losses, suits, claims demands and costs arising from the Service Provider's failure to fulfill its obligations under Section 20.01 of the Agreement.
4. The Guarantor covenants and agrees to execute and deliver such further instruments, at such time or times and in such form as MPBSDP may request, evidencing the Guarantor's obligations under the provisions of this Guarantee, Indemnification and Acknowledgment.
5. In the enforcement of any of its rights against the Guarantor, MPBSDP may in its unqualified subjective discretion proceed as if the Guarantor were the primary obligor under the Agreement, or any other agreement made between the Service Provider and MPBSDP. The Guarantor hereby waives any right to require MPBSDP to proceed against the Service Provider or to pursue any other remedy whatsoever which may be available to MPBSDP before proceeding against the Guarantor.
6. No dealings of whatsoever kind between MPBSDP and the Service Provider and/or any other persons as MPBSDP may see fit, whether with or without notice to the Guarantor, shall exonerate, release, discharge or in any way reduce the obligations of the Guarantor in whole or in part. In particular, and without limiting the generality of the foregoing, MPBSDP may modify or amend the Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Agreement or any obligation of the Service Provider, take or release any securities or other guarantees for the performance by the Service Provider of its obligations and otherwise deal with the Service Provider and/or any other persons as MPBSDP may see fit without affecting, lessening or limiting in any way the liability of the Guarantor. The Guarantor hereby expressly waives notice of all or any default of the Service Provider.
7. Any settlement made between MPBSDP and/or the Service Provider and/or any other persons as MPBSDP may see fit to deal with, or any determination made pursuant to the Agreement which is expressed to be binding upon the Service Provider, shall be binding upon the Guarantor.
8. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or any other act of insolvency by the Service Provider and notwithstanding any rejection or disclaimer of the Agreement, the Guarantor shall continue to be fully liable hereunder.
9. Without in any way limiting the generality of any other provision of the Agreement, the covenants and agreement of the Guarantor contained in this Guarantee, Indemnification and Acknowledgment shall enure to the benefit of, and be binding upon, the Guarantor and the heirs, executors, administrators, successors and assigns of the Guarantor.
10. The Guarantor acknowledges reviewing all of the provisions of the Agreement, and agrees to be bound by all of the provisions of the Agreement, in so far as applicable to the Guarantor.

11. Unless specifically stated otherwise, the terms used in this Guarantee, Indemnification and Acknowledgment shall have the same meaning as in the Agreement, and shall be interpreted and constructed in accordance with the provisions of the Agreement. This Guarantee, Indemnification and Acknowledgment shall be interpreted and constructed under the laws of the Province of Ontario. The Guarantor irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under, or related to, this Guarantee, Indemnification and Acknowledgment.

12. Unless otherwise expressly provided in this Agreement, all notices, requests and other communications required or permitted by this Guarantee, Indemnification and Acknowledgment shall be in writing and shall be delivered, transmitted by facsimile or sent by prepaid registered mail, in the case of MPBSDP, at:

Address: 20 Dundas Street W., 4<sup>th</sup> Floor  
Toronto, ON, M5G 2C2

Attention: Manager, Issuing Services and Quality  
Control Unit

Facsimile Number: (416) 326-3229

and, in the case of the Guarantor, at:

Address: 23 rue des Pins, P. O. Box 367  
Dubreuilville, ON, P0S1B0

Attention: Nathalie Gendron

Facsimile Number: 705-884-2626

or at such other address or facsimile number of which the addressee may from time to time have notified the addressor. A notice, request, or other communication shall be deemed to have been sent and received:

- (a) on the day it was delivered or on the day on which transmission is confirmed by the sender's facsimile records, if faxed, or if such day is not a Business Day or if the notice, request or other communication is received after ordinary office hours (time or place of receipt), the notice, request or other communication shall be deemed to have been sent and received on the next Business Day; or
- (b) on the fourth Business Day after mailing if sent by registered mail.

In case of actual or imminent disruption in postal service, notices, requests and other communications shall not be sent by mail.

**INTENDING TO BE LEGALLY BOUND**, the Guarantor has signed this Guarantee, Indemnification and Acknowledgment.

**THE GUARANTOR:**

Signature: Shelley B. Casey  
Name: Shelley B. Casey  
Date: January 15, 2025

**[END OF SCHEDULE 2]**

## **SCHEDULE 3 – OUR SERVICE PRINCIPLES**

### ***Caring***

- We are considerate of the unique needs of each customer.
- We treat our customers and our team fairly and equitably.
- We celebrate individual and team capability and accomplishment.

### ***Accountable***

- We acknowledge our responsibility to deliver high-quality, cost effective services that provide real value for taxpayer dollars.
- We review, evaluate and publish our performance.
- We ensure the security and privacy of people, premises, processes and products.

### ***Responsive***

- We actively listen to our customers.
- We continuously improve our services and processes to address our customers evolving needs.
- We reduce the time necessary for our customers to accomplish their desired outcome.
- We follow through and resolve customer issues in a timely manner.

### ***Reliable***

- We clearly communicate relevant information about our services that is accurate and up-to-date.
- We set and consistently meet customer expectations.
- We design our integrated services with customers in mind, so they are intuitive and easy to use.
- We develop processes that produce dependable, repeatable outcomes against defined service standards.

