



The Corporation of the City of Sault Ste. Marie  
Regular Meeting of City Council  
Revised Agenda

Monday, March 8, 2021

4:30 pm

Video Conference

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	Pages
<b>1. Adoption of Minutes</b>	<b>10 - 24</b>
Mover Councillor D. Hilsinger	
Seconder Councillor P. Christian	
Resolved that the Minutes of the Regular Council meeting of February 22, 2021 be approved.	
<b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>3. Declaration of Pecuniary Interest</b>	
<b>4. Approve Agenda as Presented</b>	
Mover Councillor D. Hilsinger	
Seconder Councillor S. Hollingsworth	
Resolved that the Agenda for March 8, 2021 City Council meeting as presented be approved.	
<b>5. Proclamations/Delegations</b>	
<b>5.1. International Women's Day</b>	<b>25 - 25</b>
<b>5.2. World Water Day 2021</b>	<b>26 - 26</b>
<b>6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>	
Mover Councillor M. Shoemaker	

Seconder Councillor P. Christian  
Resolved that all the items listed under date March 8, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1.	<b>Universal Broadband Fund</b>	27 - 28
	Correspondence from Bell is attached.	
6.2.	<b>Ombudsman of Ontario</b>	29 - 33
	Correspondence from Paul Dubé, Ombudsman of Ontario regarding a closed meeting complaint (July 13, 2020) is attached.	
6.3.	<b>Audit and Accountability Funding – Phase 2</b>	34 - 35
	A report of the Chief Administrative Officer is attached for the consideration of Council.	
	The relevant By-law 2021-57 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.4.	<b>RFP – Architectural/Engineering Services – Civic Centre Upgrades</b>	36 - 37
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker	
	Seconder Councillor S. Hollingsworth	
	Resolved that the report of the Manager of Purchasing dated March 8, 2021 be received and the contract for provision of architectural, engineering and interior design services associated with improvements to the exterior entrance and interior portions of the Civic Centre be awarded to Tulloch Engineering Inc. of Sault Ste. Marie, ON; in accordance with their proposal as submitted.	
	A by-law authorizing execution of an agreement will appear on a future Council Agenda.	
6.5.	<b>Quotation for Intelligent Transportation System – Automated Vehicle Location Solution</b>	38 - 40
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor D. Hilsinger	
	Seconder Councillor P. Christian	
	Resolved that the report of the Manager of Purchasing dated March 8, 2021 be received and that the provision of an Intelligent Transportation System as required by the Transit and Parking Division of Community Development and Enterprise Services be awarded to Consat Canada Inc. in accordance with their quoted price schedule.	

<b>6.6.</b>	<b>Microsoft Enterprise Licensing Agreement</b>	41 - 42
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	The relevant By-law 2021-52 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.7.</b>	<b>RFP – Third Party Transit Transportation Services – Wheelchair Accessible and Ambulatory Service Vehicles</b>	43 - 44
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor P. Christian	
	Resolved that the report of the Manager of Purchasing dated March 8, 2021 be received and that the proposal submitted by 1972699 Ontario Inc. o/a UCAB to provide Third Party Transit Transportation Services, as required by the Transit and Parking Division of Community Development and Enterprise Services be approved. The contract will commence March 1, 2021 and continue for a period of three (3) years with the option to extend for two (2) additional years by mutual consent.	
	A by-law authorizing execution of an agreement will appear on a future Council Agenda.	
<b>6.8.</b>	<b>Phase 2 Safe Restart Agreement Funding for Public Transit</b>	45 - 52
	A report of the Director of Community Services is attached for the consideration of Council.	
	The relevant By-law 2021-55 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.9.</b>	<b>Reconnect Festival Grant – Transfer Payment Agreement</b>	53 - 54
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2021-54 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.10.</b>	<b>New Horizons Seniors Program Grant 2021- Agreement</b>	55 - 56
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2021-56 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	

<b>6.10.1.</b>	<b><i>Delegated Authority</i></b>	<b>57 - 58</b>
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2021-56 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.11.</b>	<b>Municipal Law Enforcement Officers</b>	<b>59 - 59</b>
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2021-51 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.12.</b>	<b>22 MacDonald Avenue – Local Planning Appeal Tribunal Order</b>	<b>60 - 61</b>
	A report of the Assistant Solicitor/Senior Litigation Counsel is attached for the information of Council.	
	Mover Councillor M. Shoemaker	
	Seconder Councillor S. Hollingsworth	
	Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated March 8, 2021 concerning 22 MacDonald Avenue – Local Planning Appeal Tribunal Order be received as information.	
<b>7.</b>	<b>Reports of City Departments, Boards and Committees</b>	
<b>7.1.</b>	<b>Administration</b>	
<b>7.2.</b>	<b>Corporate Services</b>	
<b>7.3.</b>	<b>Community Development and Enterprise Services</b>	
<b>7.4.</b>	<b>Public Works and Engineering Services</b>	
<b>7.5.</b>	<b>Fire Services</b>	
<b>7.6.</b>	<b>Legal</b>	
<b>7.7.</b>	<b>Planning</b>	
<b>7.8.</b>	<b>Boards and Committees</b>	
<b>8.</b>	<b>Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council</b>	

## **8.1.**

### **Contracted Legal Counsel**

Mover Councillor L. Dufour

Seconder Councillor P. Christian

Whereas City Council has identified Building and By-Law as a pivotal area of focus to improve the approach in dealing with derelict and vacant buildings; and

Whereas City Council has established a Task Force to effect those needed improvements in our system; and

Whereas the Building and By-Law Task Force has identified, among other suggestions, the amendment to the City's Property Standards By-law 2012-9, to improve Part 7 of the By-law dealing with Vacant or Damaged Buildings; and

Whereas these amendments would allow for increased enforcement as a tool that would help to curb the spread of derelict buildings; and

Whereas the Building department writes orders for compliance, and where compliance is not achieved the Legal Department is responsible for the required court proceedings; and

Whereas the implementation of the Integrated Municipal Enforcement Team (IMET) has added to court proceedings being conducted by the Legal Department; and

Whereas the capacity of the Legal Department has been a pinch point for prosecuting charges and drafting the amended Vacant Building section of the Property Standards By-Law; and

Whereas the Legal Department had presented information showing that costs are saved when keeping legal work "in-house" rather than seeking assistance from contracted outside counsel;

Now Therefore Be It Resolved that the Legal Department be asked to prepare a report outlining how an additional lawyer could be funded from a corresponding decrease in the Contracted Legal Counsel budget in 2021, with adjustments for 2022 made as necessary during budget deliberations.

## **8.2.**

### **By-law Enforcement**

Mover Councillor L. Dufour

Seconder Councillor P. Christian

Whereas City Council has identified Building and By-Law as an area of focus/improvement, having established a Task Force to effect needed improvements in our system; and

Whereas the Building and By-Law Task Force has identified an additional part-time by-law officer to liaise directly with Sault Ste. Marie Police Service to focus exclusively on buildings with additional criminal elements;

Now Therefore Be It Resolved that relevant staff report back to Council on a method of funding the part time by-law officer position for 2021, potentially from a vacant buildings registration fee, administration fees from contracted services for compliance, and additional adjustments being made during the 2022 Budget.

9. **Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
10. **Adoption of Report of the Committee of the Whole**
11. **Consideration and Passing of By-laws**

Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that all By-laws under item 11 of the Agenda under date March 8, 2021 be approved.

  - 11.1. **By-laws before Council to be passed which do not require more than a simple majority**
  - 11.1.1. **By-law 2021-50 (Zoning) 510 Second Line E (Trimount Construction Group – Berto)** 62 - 64  

Council report was passed by Council resolution on February 22, 2021.  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2021-50 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 510 Second Line East (Trimount Construction Group Inc.- Berto) be passed in open Council this 8th day of March, 2021.
  - 11.1.2. **By-law 2021-51 (Parking) Municipal By-law Enforcement Officers** 65 - 66  

A report from the Manager of Transit and Parking is on the Agenda.  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2021-51 being a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie be passed in open Council this 8th day of March, 2021.
  - 11.1.3. **By-law 2021-52 (Agreement) Microsoft Enterprise Software Licensing** 67 - 107  

A report from the Manager of Purchasing is on the Agenda.  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian

Resolved that By-law 2021-52 being a by-law to authorize the execution of the Agreement between the City and Microsoft Canada, Inc. for the supply and delivery of Microsoft Enterprise Software Licensing required by the City's Information Technology Division be passed in open Council this 8th day of March, 2021.

- 11.1.4. **By-law 2021-53 (Interim Taxes) 2021-2 Amendment** 108 - 108  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2021-53 being a by-law to amend Interim Tax By-law 2021-2 be passed in open Council this 8th day of March, 2021.
- 11.1.5. **By-law 2021-54 (Agreement) Reconnect Festival Grant** 109 - 137  
A report from the Manager of Recreation and Culture is on the Agenda.  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2021-54 being a by-law for the Reconnect Festival and Event Program grant be passed in open Council this 8th day of March, 2021.
- 11.1.6. **By-law 2021-55 (Agreement) SRA Phase 2 Funding** 138 - 173  
A report from the Director of Community Services is on the Agenda.  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2021-55 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for confirming the City of Sault Ste. Marie's interest in participation in SRA Phase 2 funding be passed in open Council this 8th day of March, 2021.
- 11.1.6.1. ***Agreement*** 174 - 208
- 11.1.7. **By-law 2021-56 (Agreement) New Horizons Seniors Program Funding** 209 - 209  
A report from the Manager Recreation and Culture is on the Agenda.  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2021-56 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Canada, as represented by The Minister of Employment and Social Development. This Agreement is for funding in the amount of Twenty Thousand Nine Hundred Twenty-Eight (\$20,928.00) Dollars to support seniors activity programming be passed in open Council this 8th day of

March, 2021.

**11.1.7.1. *By-law 2021-56 – Delegated Authority***

210 - 210

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2021-56 being a by-law to authorize the Director of Community Services to enter into an Agreement between the City and Her Majesty the Queen in right of Canada, as represented by The Minister of Employment and Social Development for funding in the amount of Twenty Thousand Nine Hundred Twenty-Eight (\$20,928.00) Dollars to support seniors activity programming be passed in open Council this 8th day of March, 2021.

**11.1.8. *By-law 2021-57 (Agreement) Audit and Accountability Fund Transfer Payment***

211 - 235

A report from the Chief Administrative Officer is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2021-57 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Audit and Accountability Fund Transfer Payment be passed in open Council this 8th day of March, 2021.

**11.2. *By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority***

**11.3. *By-laws before Council for THIRD reading which do not require more than a simple majority***

**12. *Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda***

**13. *Closed Session***

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that this Council move into closed session to discuss one item concerning the disposition of land

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

*Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality*

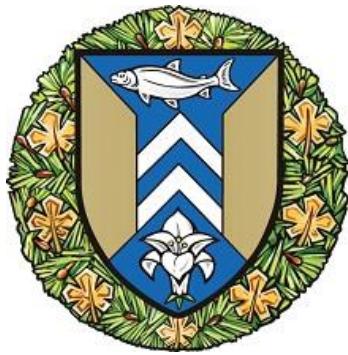
14.

#### **Adjournment**

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL MINUTES**

Monday, February 22, 2021  
4:30 pm  
Video Conference

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor R. Niro

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, P. Niro, D. Elliott, D. McConnell, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, J. King

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### **1. Adoption of Minutes**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council meeting of February 8, 2021 be approved.

**Carried**

### **2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**

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

### **3.1 Councillor M. Shoemaker – Lane Assumption, Closing and Conveyance – Eldridge Subdivision Abutting 721 Wellington Street East**

Applicant is a client of law firm.

**3.2 Councillor M. Shoemaker – By-law 2021-45 (Lane Assumption) Lane Abutting 721 Wellington Street East, Eldridge Subdivision**

Applicant is a client of law firm.

**3.3 Councillor M. Shoemaker – By-law 2021-46 (Lane Closing & Conveyance) Abutting 721 Wellington Street East, Eldridge Subdivision**

Applicant is a client of law firm.

**4. Approve Agenda as Presented**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the Agenda for February 22, 2021 City Council meeting as presented be approved.

**Carried**

**5. Proclamations / Delegations**

**5.1 Ontario Finnish Resthome 50th Anniversary**

**6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date February 22, 2021 – Agenda item 6 – Consent Agenda save and except Agenda item 6.5 be approved as recommended.

**Carried**

**6.1 Sault Ste. Marie Innovation Centre – GIS Agreement**

The report of the Manager of Purchasing was received by Council.

The relevant By-law 2021-48 is listed under item 11 of the Minutes.

**6.2 Factory Rebuild of Trackless Municipal Tractor**

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated February 22, 2021 be received and that the quotation submitted by Work Equipment Ltd. in the amount of \$147,750 plus HST for the factory rebuild of a City-owned trackless municipal tractor plus attachments for use by Public Works be accepted on a sole-source basis.

**Carried**

**6.3 Canada Healthy Communities Initiative Grant – Pointe des Chenes Park**

The report of the Director of Community Services was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Community Services dated February 22, 2021 concerning Canada Healthy Communities Initiative Grant for investment in Pointe des Chenes Park be received and that staff be authorized to proceed with an application for funding.

**Carried**

**6.4 Rural Economic Development Program Application Submission**

The report of the Director of Tourism and Community Development Services was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Tourism and Community Development Services dated February 22, 2021 concerning Rural Economic Development Program application submission be received and that staff be authorized to proceed with an application for funding.

**Carried**

**6.6 Sault Cycling Club – Land Use Agreement – Finn Hill**

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-law 2021-044 is listed under item 11 of the Minutes.

**6.7 Property Declared Surplus – 352 Northland Road**

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-law 2021-47 is listed under item 11 of the Minutes.

**6.8 Lane Assumption, Closing and Conveyance – Eldridge Subdivision Abutting 721 Wellington Street East**

Councillor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm.)

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-laws 2021-45 and 2021-46 are listed under item 11 of the Minutes.

## **6.5 Cost Analysis of Purchasing Electric Vehicles**

The report of the Climate Change Coordinator was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Climate Change Coordinator dated February 22, 2021 concerning cost analysis of purchasing electric vehicles be received as information.

### **Postponement :**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the amending motion be postponed to 2022 budget deliberations.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano		X	
Councillor P. Christian		X	
Councillor S. Hollingsworth		X	
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger		X	
Councillor M. Shoemaker		X	
Councillor M. Bruni	X		
Councillor R. Niro			X
Councillor C. Gardi		X	
Councillor M. Scott	X		
<b>Results</b>	<b>4</b>	<b>6</b>	<b>1</b>

**Defeated**

### **Amendment:**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor D. Hilsinger

## February 22, 2021 Council Minutes

Resolved that main motion be amended by deleting the words "as information" and inserting the words:

"and that Council direct staff to acquire Battery Electric Vehicle for any new light class unit vehicles that are acquired for the City fleet on a go-forward basis with continuing monitoring of options for electrification of other classes of vehicles, including the transit and public works fleet."

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour		X	
Councillor L. Vezeau-Allen		X	
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni		X	
Councillor R. Niro			X
Councillor C. Gardi	X		
Councillor M. Scott		X	
<b>Results</b>	<b>6</b>	<b>4</b>	<b>1</b>

**Carried**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Climate Change Coordinator dated February 22, 2021 concerning cost analysis of purchasing electric vehicles be received and that Council direct staff to acquire Battery Electric Vehicle for any new light class unit vehicles that are acquired for the City fleet on a go-forward basis with continuing monitoring of options for electrification of other classes of vehicles, including the transit and public works fleet.

**Carried as Amended**

## 7. Reports of City Departments, Boards and Committees

### 7.1 Administration

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.7.1 Removal of the Site Plan Control Designation for Civic Addresses 81, 85, 89, 93, 97 & 101 Ruth Street**

The report of the Senior Planning Technician was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Senior Planning Technician dated February 22, 2021 concerning civic addresses 81, 85, 89, 93, 97 and 101 Ruth Street be received and that the site plan control designation from the semi-detached lots at 81, 85, 89, 93, 97 and 101 Ruth Street be removed;

And that the Legal Department be requested to prepare the necessary by-law to effect the same.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro			X
Councillor C. Gardi	X		
Councillor M. Scott	X		

<b>Results</b>	<b>10</b>	<b>0</b>	<b>1</b>	<b>Carried</b>
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### **7.7.2 A-3-21-Z 510 Second Line East (Trimount Construction Group Inc.)**

The report of the Senior Planner was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Senior Planner dated February 22, 2021 concerning rezoning application A-3-21-Z be received and that the application to rezone the subject property from Medium Industrial Zone (M2) to Medium Industrial Zone (M2.S) with a special exception to permit a contractor's yard supporting heavy and civil engineering construction, in addition to the uses currently permitted in an M2 Zone be approved subject to the following special provision:

1. That there be no outdoor storage permitted upon the subject property except storage within accessory buildings or accessory use freight containers.

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro			X
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>10</b>	<b>0</b>	<b>1</b>

**Carried**

**7.8 Boards and Committees**

**8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**

**8.1 Pointe des Chenes Transit**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor C. Gardi

Whereas Pointe des Chenes beach is the only public beach in the Sault Ste. Marie City limits; and

Whereas for years families have gathered at Pointe des Chenes beach as a community gathering place; and

Whereas it is important that City services in all corners of the City be accessible to the entire community; and

Whereas in the summer months, some in the community may not be able to access the Pointe des Chenes beach due to its distance from the City's core and lack of services to get to the beach;

Now Therefore Be It Resolved that staff be requested to report to Council on options for an additional bus route that would run on weekends in the summer (from late June to Labour Day) to bring residents from one or both of the transit transfer hubs to the Pointe des Chenes beach.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro			X
Councillor C. Gardi	X		
Councillor M. Scott	X		

<b>Results</b>	<b>10</b>	<b>0</b>	<b>1</b>	<b>Carried</b>
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## **8.2 Interest / Penalties on Late Payment of Taxes**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Whereas in 2020 the Council of the City of Sault Ste. Marie waived interest and penalties on late payment of the tax installments that came due after the March 2020 lockdown measures; and

Whereas the province and the global economy remain gripped by the coronavirus pandemic, with expected vaccines providing hope that we be able to emerge from the ongoing lockdowns that businesses and residents have faced in 2020 and into 2021; and

Whereas as of yet, it is unclear at what point in 2021 the great majority of the population may be vaccinated, and therefore it is unclear when economic conditions may return to a normal, or new normal, in the community;

Now Therefore Be It Resolved that Council waive interest and penalties on late payment of taxes in the 2021 calendar year, with the waiver of interest and penalties expiring on June 30, 2021.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro			X
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>10</b>	<b>0</b>	<b>1</b>

**Carried**

**8.3 Ontario Wastewater Surveillance Initiative**

Moved by: Councillor C. Gardi

Seconded by: Councillor P. Christian

Whereas wastewater-based epidemiology has been used in recent years to monitor for the presence of drugs or disease agents in communities. Across Canada and the globe, researchers are finding signs of the SARS-CoV-2 virus in community wastewater samples. These results can augment clinical testing of individuals by public health authorities and potentially serve as an early warning for a subsequent wave of illness; and

Whereas Ontario researchers, laboratories, wastewater utilities and public health authorities are now participating in this important research effort known as the Ontario Wastewater Surveillance Initiative; and

Whereas the practice of wastewater sampling can help local Public Health Units, like Algoma Public Health, identify “hot spots” for the virus, which can inform decisions on where and how to mobilize resources in response; and

Whereas advantages to participation can also include helping to optimize and allocate resources for clinical testing, target areas with defined, higher-risk or vulnerable populations within the sewershed where early action may be most beneficial, identifying transmission trends and informing predictive modelling, and, ultimately protecting capacity of Public Health Ontario, hospitals and private laboratories; and

Whereas the community of Sault Ste. Marie should pursue every effort to keep our community safe from COVID-19 and other variants of concern by being as informed as possible and working to stay one step ahead of these viruses;

Now Therefore Be it Resolved that City staff approach the Public Utilities Commission and Algoma Public Health to explore their interest in partnering with the City of Sault Ste. Marie to join the Ontario Wastewater Surveillance Initiative and if Algoma Public Health, the PUC and City staff believe it is a viable and worthy initiative to participate in, they work towards joining the initiative as soon as possible.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		

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Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro				X
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>10</b>	<b>0</b>	<b>1</b>	

**Carried**

- 9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 10. Adoption of Report of the Committee of the Whole**
- 11. Consideration and Passing of By-laws**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date February 22, 2021 save and except By-laws 2021-45 and 2021-46 be approved.

**Carried**

- 11.1 By-laws before Council to be passed which do not require more than a simple majority**
  - 11.1.1 By-law 2021-43 (Streets) Official Street Names**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-43 being a by-law to re-adopt Official Street Names List be passed in open Council this 22nd day of February, 2021.

**Carried**

- 11.1.2 By-law 2021-44 (Agreement) Finn Hill Cycling**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-44 being a by-law to authorize the execution of the Agreement between the City and The Sault Cycling Club, a non-share capital corporation incorporated under the *Corporations Act* of Ontario for the creation, maintenance, and use of City property known as Finn Hill for mountain biking be passed in open Council this 22nd day of February, 2021.

**Carried**

**11.1.4 By-law 2021-47 (Property) Surplus 352 Northland Road**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-47 being a by-law to declare the City owned property legally described as PIN 31572-0139 (LT) LT 87 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249; PT 14 1R5203; S/T T234595; SAULT STE. MARIE, being civic 352 Northland Road, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 22nd day of February, 2021.

**Carried**

**11.1.5 By-law 2021-48 (Agreement) SSMIC GIS Contract**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-48 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Innovation Centre for GIS Services commencing January 1, 2021 and ending December 31, 2023 (including an option to extend to December 31, 2025) at their proposed monthly fees be passed in open Council this 22nd day of February, 2021.

**Carried**

**11.1.6 By-law 2021-49 (Agreement) STEM Central Ave Farwell Terrace Aqueduct Repairs**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-49 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for repairs to the secondary aqueduct for Central Avenue and Farwell Terrace be passed in open Council this 22nd day of February, 2021.

**Carried**

**11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**

**11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**

**11. Consideration and Passing of By-laws**

**11.1 By-laws before Council to be passed which do not require more than a simple majority**

**11.1.3 By-law 2021-45 (Lane Assumption) Lane Abutting 721 Wellington Street East, Eldridge Subdivision**

Councillor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm.)

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-45 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as PIN 31541-0311 (LT) LANE BLK C PL 1043 ST. MARY'S EXCEPT PT 1 1R12005; CITY OF SAULT STE. MARIE, Eldridge Subdivision be passed in open Council this 22nd day of February, 2021.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker			X
Councillor M. Bruni	X		
Councillor R. Niro			X
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>9</b>	<b>0</b>	<b>2</b>
			<b>Carried</b>

**11. Consideration and Passing of By-laws**

**11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**

**11.2.1 By-law 2021-46 (Lane Closing & Conveyance) Abutting 721 Wellington Street East, Eldridge Subdivision**

Councillor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm.)

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-46 being a by-law to stop up, close and authorize the conveyance of a lane in the Eldridge Subdivision, Plan 1043 be read a FIRST and SECOND time in open Council this 22nd day of February, 2021.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker			X
Councillor M. Bruni	X		
Councillor R. Niro			X
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>9</b>	<b>0</b>	<b>2</b>

**Carried**

**12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**

**13. Closed Session**

## February 22, 2021 Council Minutes

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Bruni

Resolved that this Council move into closed session to discuss one item concerning the disposition of land; one labour relations item; and one item subject to solicitor/client privilege

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

*Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; and section 239 2 (d) labour relations or employee negotiations*

**Carried**

### **14. Adjournment**

Moved by: Councillor L. Dufour  
Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

**Carried**

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\_\_\_\_\_  
Mayor

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\_\_\_\_\_  
City Clerk



## OFFICE OF THE MAYOR

## PROCLAMATION

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**WHEREAS** The first International Women’s Day was celebrated 110 years ago. International Women’s Day belongs to all communities everywhere – governments, companies, charities, educational institutions, networks, associations, the media and more. Whether through a global conference, community gathering, classroom lesson or dinner table conversation – we can all play a meaningful role in pressing for gender balance; and

**WHEREAS** The COVID-19 pandemic is having a disproportionate economic impact on women and existing systemic inequalities have been further exasperated by recent shut-down measures, resulting in what some economists are call a “she-cession”, as more women have lost their jobs and fewer women than men are re-gaining employment. The pandemic experience has been especially challenging for already vulnerable groups including racialized, Indigenous and low income women, single mothers, newcomers and women with disabilities; and

**WHEREAS** With women’s labour force participation at a record low, decades of progress towards gender equality are at stake. We need to take a hard look at the challenges facing women and plan for recovery with women at the table with a gender and diversity lens on strategies, program and policies; and

**WHEREAS** A challenged world is an alert world – one that supports women’s safety, economic empowerment and prosperity is extremely important to our organization, community, province and country. Use #choosetochallenge to support International Women’s Day:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of Sault Ste. Marie, do hereby proclaim and recognize **March 8<sup>th</sup>, 2021 as “International Women’s Day”** in Sault Ste. Marie and I urge all of our citizens to challenge and call out gender bias and inequality; from challenge comes change.

Signed,

Christian Provenzano  
MAYOR



## OFFICE OF THE MAYOR

## PROCLAMATION

**WHEREAS** Since 1992 the United Nations designates March 22nd, every year, around the globe as World Water Day; and

**WHEREAS** The theme of World Water Day 2021, is ‘valuing water’, aligned with the United Nations Decade for Action, with the ‘Water Goal’ as a top strategic priority. The aim of this goal is to bring greater focus to freshwater around the world; and

**WHEREAS** In Sault Ste. Marie we are uniquely located at the nexus of Lake Superior and Lake Huron, connected by the St. Mary’s River and share international waterways. The Great Lakes combined, comprise nearly 20% of the world’s freshwater and only 0.3% is accessible to all humankind; and

**WHEREAS** World Water Day provides an opportunity to make a difference in our community. We want to raise awareness of water in our region, through education, science, research, culture, and creative mediums, to learn deeply together as a community about our waterways and find actions each of us can take to protect and restore this amazing source of freshwater all around us; and

**WHEREAS** Sault Ste. Marie wishes to acknowledge and respect the importance of protecting this freshwater, for today and generations to come:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **March 22, 2021** as “**WORLD WATER DAY**” in Sault Ste. Marie.

Signed,

Christian Provenzano  
MAYOR

## Rachel Tyczinski

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**Subject:** Funding opportunity to improve Bell connectivity in your community

Good Afternoon Mayor Christian Provenzano:

As you may be aware, the Government of Canada has established the Universal Broadband Fund (UBF) to provide broadband Internet services in eligible underserved areas across Canada.

We are pleased to inform you that, based on our analysis of the opportunities available, your community will be included as part of a Bell application to expand our all-fibre broadband network. If this application is successful, your community will benefit from improved broadband access that supports the connectivity needs of residents, institutions and businesses in the area, including broadband speeds—using the world's fastest Internet technology—of up to 1.5 Gigabits per second (Gbps) for downloads and up to 940 Megabits per second (Mbps) for uploads.

Importantly, our ability to deliver better broadband in your community is contingent on the success of our application. That is why we are reaching out to you to request your support.

Our application to improve broadband in your community is up against proposals for other communities across the country, and there will be competition. **A letter of support** from you which demonstrates that access to high-speed Internet is a stated priority for your community and that you support the Bell application could go a long way in helping us secure the necessary funding to deliver broadband in your community.

There is some urgency as applications to the UBF are due by March 15, 2021. As a result, we require the **letter of support by March 10th**, so that it can be included as part of our application. If helpful, I have attached a template (BELOW) letter of support that you can customize. Once completed, we ask that you please send the letter of support by email to me ([neal.hougham@bell.ca](mailto:neal.hougham@bell.ca)) so that we can include it in our application.

If successful, our application will ensure homes and businesses in your community benefit from improved broadband service.

We are very excited about this opportunity to provide your community with high-speed Internet connections and we hope that we can count on your support.

Regards,

Neal



**Neal Hougham, P.Eng.**  
Project Manager, Network Provisioning

[INSERT]

DATE

PRIMARY CONTACT PERSON

TITLE

COMMUNITY NAME

ADDRESS

EMAIL CONTACT

Universal Broadband Fund  
Innovation, Science and Economic Development Canada  
Ottawa, Ontario

**For inclusion with Bell application to ISED (March 15, 2021)**

**SUBJECT: Support for Bell's Application to the Universal Broadband Fund**

To whom it may concern,

We are pleased to support Bell's application to the Government of Canada's Universal Broadband Fund to bring high-speed Internet to our community as we believe the proposed project will have meaningful and lasting beneficial impacts on our community.

[INSERT CUSTOMIZED TEXT ABOUT YOUR COMMUNITY]

Access to high-speed Internet is a priority for our community. As an underserved rural community, the lack of high-speed Internet access has prevented residents from taking advantage of the many benefits and opportunities afforded by the digital era. By making faster Internet speeds available in our community, the proposed project will allow households, businesses and community institutions to keep pace with changing technology and fully participate in the digital economy.

[CUSTOMIZE – Why high-speed Internet access is a priority for your community. Possibilities include:

- Improve economic opportunities (e.g., commercial or industrial development, small business development and/or entrepreneurship capacity improvement)
- Improve access to essential services (e.g., education, health care, public safety)
- Participation in the digital economy by underrepresented groups
- Connection to key social and economic public institutions (e.g., municipal, regional and other levels of government)
- Participation in other government strategies
- Corporate social responsibility and philanthropic practices
- Other impacts

Bell's application to the UBF program, if approved, will provide more households, businesses and other organizations in our region with the broadband access they need to take advantage of digital opportunities, especially with respect to business, education, health and public safety.

Sincerely,



ONTARIO'S WATCHDOG  
CHIEN DE GARDE DE L'ONTARIO

March 2, 2021

Council for the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON  
P6A 5X6

Sent by email to [mayor.provenzano@cityssm.on.ca](mailto:mayor.provenzano@cityssm.on.ca)

Dear Council for the City of Sault Ste. Marie:

**Re: Closed meeting complaint**

My Office received a complaint about a closed meeting held by council for the City of Sault Ste. Marie (the "City") on July 13, 2020. The complainant alleged that council decided to purchase a property in closed session in violation of the open meeting requirements of the *Municipal Act, 2001* (the "Act").

I am writing to advise that my review has determined that council did not violate the *Municipal Act*, as it did not decide to purchase the property during the closed session, but instead directed an officer of the municipality to proceed with negotiations, as permitted by the Act.

**Ombudsman jurisdiction**

As of January 1, 2008, the *Municipal Act* gives citizens the right to request an investigation into whether a municipality has complied with the Act in closing a meeting to the public.<sup>1</sup> Municipalities may appoint their own investigator. The Act designates the Ombudsman as the default investigator for municipalities that have not appointed their own. I am the closed meeting investigator for the City of Sault Ste. Marie.

Our Office has investigated hundreds of closed meetings since 2008. To assist municipal councils, staff, and the public, we have developed an online digest of open meeting cases. This searchable repository was created to provide easy access to the Ombudsman's decisions

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<sup>1</sup> *Municipal Act*, SO 2001, c 25, s 239.1.

on, and interpretations of, the open meeting rules. Council members and staff can consult the digest to inform their discussions and decisions on whether certain matters can or should be discussed in closed session, as well as issues related to open meeting procedure. Summaries of previous Ombudsman decisions can be found in the digest at [www.ombudsman.on.ca/digest](http://www.ombudsman.on.ca/digest).

## Review

My Office reviewed the relevant meeting agenda, open and closed session minutes, a video recording of the July 13, 2020 closed session, and other relevant documents. We also spoke with the City Clerk and the Mayor.

Council cited two open meeting exceptions from the Act in its resolution to proceed *in camera*. These were the exceptions to discuss a proposed acquisition or disposition of land (s.239(2)(c)), and to discuss a matter subject to solicitor-client privilege (s.239(2)(f)). The Clerk told my Office that council discussed two unrelated matters during the closed session. The complaint to my Office only concerned the matter of the proposed acquisition or disposition of land.

### Vote during the closed session

The complainant alleged that council decided to purchase land while in closed session on July 13, 2020, contrary to the open meeting requirements set out in the Act.

The Act requires that all municipal meetings be open to the public with some limited exceptions. One of the exceptions allows municipal councils to go into closed session to discuss a proposed acquisition or disposition of land (s.239(2)(c)).

Section 239 of the Act requires that all votes of council be taken in open session, except where the matter is permitted to be discussed *in camera*, and the vote is procedural or a direction to staff or officers of the municipality. My Office has found that a decision based on council consensus is, for all intents and purposes, a vote for the purposes of the open meeting rules.<sup>2</sup>

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<sup>2</sup> *South Bruce Peninsula (Town of) (Re)*, 2015 ONOMBUD 25 (CanLII), online: <<http://canlii.ca/t/gtp6t>>.

*The July 13, 2020 meeting was closed in accordance with the Act*

Section 239(6) of the Act permits voting *in camera* for procedural matters or for giving directions to officers, employees, or agents of the municipality if the meeting has been properly closed to the public.

On July 13, council for the City cited the “acquisition or disposition of land” exception (s.239(2)(c)) to discuss a potential purchase of land in closed session. The purpose of this exception is to protect the municipality’s bargaining position by permitting closed session discussions about a proposed or pending acquisition or disposition of land by a municipality.

Generally, a municipality must be either the seller or purchaser of the land in order for the exception to apply.<sup>3</sup> The exception does not apply to discussions that involve speculation about a land transaction or discussions about land transactions that may or may not happen in the future.<sup>4</sup> The discussion must involve an actual land transaction that is currently pending or has been proposed.<sup>5</sup>

At the time of the July 13, 2020, *in camera* meeting, the City’s land acquisition was still under negotiation. The final decision to effect the purchase of the land took place at a meeting on September 14, 2020, when a resolution was made and passed in open session regarding the purchase.

My Office reviewed the portion of the video recording that documented council’s discussion concerning the potential acquisition or disposition of land on July 13, 2020. According to the video recording and my Office’s conversation with the Mayor, council received an update from the Mayor regarding ongoing discussions about acquiring a specific piece of land. Council discussed the potential cost of the land and possible terms of sale. Council directed the Mayor to continue negotiations for the acquisition of the land.

This discussion fit within the exception for acquisition or disposition of land in section 239(2)(c) of the Act.

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<sup>3</sup> Port Colborne (City of), 2015 ONOMBUD 32 (CanLII), online: <<http://canlii.ca/t/gtp7c>>.

<sup>4</sup> Fort Erie (Town of) (Re), 2015 ONOMBUD 12 (CanLII), online: <<http://canlii.ca/t/gtp5w>>.

<sup>5</sup> Burk’s Falls / Armour (Village of / Township), 2015 ONOMBUD 26 (CanLII), online: <<http://canlii.ca/t/gtp6w>>.

*Council voted by consensus to direct an officer of the municipality*

The complainant alleged that council for the City decided to purchase a piece of land while in closed session.

The Act permits votes *in camera* for procedural matters or to give directions to officers, employees, or agents of the municipality.

In a report to the Town of South Bruce Peninsula, my Office found that council directed staff in several closed sessions to make an offer and a counteroffer to sell an airport.<sup>6</sup> Staff were directed to negotiate the sale of the airport, while the final decision to effect the sale of the airport took place at a subsequent open meeting of council. Accordingly, the direction to staff was permitted during the closed meeting.

In this case, the closed meeting minutes and the video recording indicate that council for Sault Ste. Marie directed the Mayor, an officer of the municipality, to continue negotiations with a private individual regarding a proposed acquisition of land. The vote was permissible under s.239(6) the Act.

Resolution to proceed into closed session

The resolution to proceed into closed session was recorded in the open session minutes for the July 13, 2020, meeting. The open session minutes state:

Resolved that this Council proceed into closed session to discuss:

- a proposed acquisition or disposition of land; and
- a matter subject to solicitor/client privilege

Council cited two open meeting exceptions from the Act in its resolution to proceed *in camera*. These were the exceptions to discuss a proposed acquisition or disposition of land (s.239(2)(c)), and to discuss a matter subject to solicitor-client privilege (s.239(2)(f)). The Clerk told my Office that council discussed two unrelated matters during the closed session.

Section 239(4) of the Act provides that before moving into closed session, a municipality must state by resolution in open session that a closed meeting will be held, and state the general

<sup>6</sup> *South Bruce Peninsula (Town of) (Re)*, 2015 ONOMBUD 25 (CanLII), online: <<http://canlii.ca/t/gtp6t>>.

nature of the matter to be considered at the closed meeting. In *Farber v. Kingston (City)*, the Ontario Court of Appeal determined that the resolution to go into a closed meeting should provide a general description of the issue to be discussed in a way that maximizes the information available to the public without undermining the reason for excluding the public.<sup>7</sup>

In this case, it was unclear based on the open meeting minutes alone whether council discussed one matter that related to the acquisition or disposition of land and was subject to solicitor-client privilege, or if they were two unrelated matters. No information was provided to the public to indicate the nature of the land acquisition being considered by council.

I encourage the City of Sault Ste. Marie to ensure its resolutions to close a meeting maximize the information provided to the public regarding the matter to be discussed, without undermining the reason for closing the meeting.

### **Conclusion**

My review indicates that the *in camera* discussion on July 13, 2020, relating to the proposed acquisition of a piece of land, fit within the exception for acquisition or disposition of land. Further, council's vote by consensus to direct an officer of the municipality to continue negotiations for a proposed acquisition of land was permissible under s.239(6) of the Act.

I would like to thank the City of Sault Ste. Marie for its co-operation during our review. The Mayor confirmed that this letter would be included as correspondence at an upcoming council meeting.

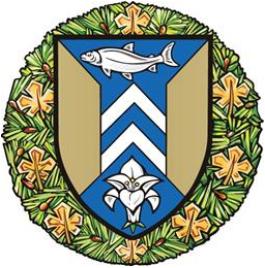
Sincerely,

Paul Dubé  
Ombudsman of Ontario

Cc: Rachel Tyczinski, City Clerk [r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)

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<sup>7</sup> *Farber v. Kingston (City)*, 2007 ONCA 173 (CanLII), online: <<http://canlii.ca/t/1qtzl>>.



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Malcolm White, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: Audit and Accountability Funding – Phase 2

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#### **Purpose**

To seek Council approval for a funding agreement with the Province of Ontario, through the Ministry of Municipal Affairs and Housing for the provision of third party expertise to assist with a review of winter control services.

#### **Background**

In 2019, the City received funding under the Audit and Accountability – Phase 1 program, which was used to fund a review of City services conducted by KPMG. The resulting report identified our winter control services as the one area where there was the most significant potential for savings and/or efficiencies. The report also noted that a further, more in depth review would be required to determine what potential savings might be realized.

#### **Analysis**

Staff had begun gathering data for the review in 2020, however the review was delayed due to the operational needs to address the pandemic. During the 2021 budget deliberations, staff noted that the review would take place in 2021, and Council adjusted the winter control budget with the knowledge that the review would inform the 2022 budget proceedings.

The winter control services review will consist of two phases – the first will assess the current level of service and recommend whether the service level should be maintained, increased or decreased. Once Council has confirmed the level of service to be provided, the second phase will review the budgeting approach and operational approach to providing the approved level of service and make recommendations to maximize the efficiency and effectiveness of winter control services. The second phase will involve the third party expertise that will be funded through this program.

Audit and Accountability Funding – Phase 2

March 8, 2021

Page 2.

**Financial Implications**

The funding will be used to acquire third party expertise (to a maximum of \$80,000) as required for our review of winter control operations. There is no financial impact to the City by the execution of this agreement.

**Strategic Plan / Policy Impact**

This report is linked to the Service Delivery focus area under the Corporate Strategic plan.

**Recommendation**

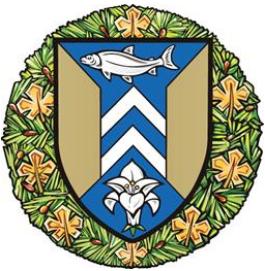
It is therefore recommended that Council take the following action:

The relevant by-law 2021-57 is listed under section 11 of the agenda and will be read with all other by-laws in that section.

Respectfully submitted,



Malcolm White  
CAO  
705.759.5347  
[cao.white@cityssm.on.ca](mailto:cao.white@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** RFP – Architectural/Engineering Services – Civic Centre Upgrades

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#### **PURPOSE**

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning Proposals received for the provision of architectural, engineering and interior design services associated with the planning, design, tendering and contract administration of improvements to the exterior entrance and interior portions of the Civic Centre as required by the Engineering and Construction Division of Public Works and Engineering Services (PWES).

#### **BACKGROUND**

The need for improvements to access to the Civic Centre; reception and security on Level 2; and the Civic Centre Sprinkler System has been identified. Funding through the Capital Budget has been allocated for these improvements. In addition, at its December 14, 2020 Meeting, Council approved application for ICIP COVID Resilience Funding; some of which may be applied to this project.

A Request for Proposal for the provision of architectural/engineering services associated with the provision of the required professional services was forwarded to all firms on the City's Vendor of Record List for the Buildings, Architectural, Mechanical, Electrical Category. Proposals were required to be submitted for consideration no later than 4:00 p.m. on February 19, 2021.

#### **ANALYSIS**

A Proposal from one (1) proponent was received prior to the closing date:

Tulloch Engineering Inc., Sault Ste. Marie, ON

The Proposal received were evaluated by a committee comprised of staff from the Engineering and Construction Division of PWES.

It is the consensus of the Evaluation Committee to recommend that the RFP be awarded to Tulloch Engineering Inc. of Sault Ste. Marie, ON. Tulloch has proposed a team consisting of staff from Tulloch Engineering Inc., David Ellis Architect Inc., and MET Energy Systems.

Fees proposed are approximately \$210,650 including non-rebatable HST for provision of the required services.

### **FINANCIAL IMPLICATIONS**

Total funding of \$1,823,000 was approved in previous capital budgets for Front Entry Access Rehabilitation, Lobby Upgrades and Sprinkler System at the Civic Centre. The approximately \$210,650 in engineering fees can be accommodated within this amount.

### **STRATEGIC PLAN / POLICY IMPACT**

Improvements to the Civic Centre are linked to the Infrastructure Focus area of the Corporate Strategic Plan.

### **RECOMMENDATION**

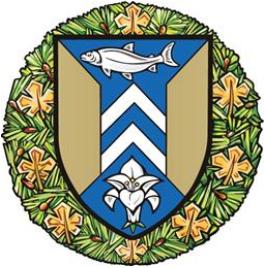
Resolved that the report of the Manager of Purchasing dated 2021 03 08 be received, and the recommendation that award of the Contract for provision of architectural, engineering and interior design services associated with improvements to the exterior entrance and interior portions of the Civic Centre be awarded to Tulloch Engineering Inc. of Sault Ste. Marie, ON; in accordance with their Proposal as submitted, be approved.

A by-law authorizing signature of an agreement concerning provision of these services will appear on a future Council Agenda.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Quotation for Intelligent Transportation System – Automated Vehicle Location Solution

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#### PURPOSE

Attached hereto for your information and consideration is a recommendation that Council approve award for the provision of an Intelligent Transportation System – Automated Vehicle Location Solution to be installed in 28 Conventional Buses and 11 Para-transit Buses, as required by the Transit & Parking Division – Community Development & Enterprise Services (CDES). Staff is seeking Council approval of the report recommendation.

#### BACKGROUND

Replacement of the current Automatic Vehicle Location (AVL) system with updated technology will provide Transit with a unified computerized system with all components needed in today's modern Transit buses. This system will have the ability to link several transit technologies together into one system that can be used in many ways.

The AVL system will provide real-time vehicle location updates for use of vehicle location reporting, route and schedule adherence. This system will also provide AODA compliant next stop announcements and stop information display for passengers using onboard lights and speakers which is based on the AVL subsystem. This system ensures accurate information to all passengers while on the bus in both audio and visual formats. In addition, automatic passenger counters will be installed on all conventional buses that will count the number of passengers boarding and alighting by door each time the door opens or closes. This will be correlated to a route, stop and time that can be used for future analysis of service needs. Passenger information will also be available via a mobile app that will allow passengers to have real time bus information on their mobile device providing passengers with live transit route detail.

This project also includes a web display system that will allow Transit to provide real time information at the terminal as well as send messages to passengers for any changes/disruptions to service, or other needed communication.

Finally, the system will have the ability to generate specialized reports and analyze accumulated data to be utilized for ongoing operational analysis.

## **ANALYSIS**

At its January 11, 2021 meeting, Council approved the Report of the Director of Community Services recommending signature of an Agreement with Metrolinx to allow the City to utilize joint procurements with Metrolinx partners. Participation in joint procurements will allow the City to leverage the buying power of 52 municipalities.

Consat Canada Inc. has been awarded the Contract for supply of Intelligent Transportation Systems – Automate Vehicle Location Solution to Metrolinx partners. City Staff have reviewed the solution to be provided and are satisfied that it will meet the City's needs and the pricing reflects the advantages of leveraging our buying power through Metrolinx.

## **FINANCIAL IMPLICATIONS**

In year 1 of the program, Hardware, Software and Installation Costs of approximately \$496,276 plus HST (approximately \$505,000 including the non-rebatable portion of the HST) will be incurred. Service Costs of \$19,533 plus HST will also be incurred year 1. Going forward, Service Costs for years 2 through 5 will be \$34,995 plus HST each year.

Funding for the year 1 Hardware, Software and Installation Costs is provided through the Invest In Canada Infrastructure Program (ICIP) in the amount of \$420,817. The City share of \$84,184 can be accommodated within the approved 2019 Capital Budget for AVL Replacement.

Ongoing Service costs will be funded through the approved budgets for Transit's Operating Accounts that had a \$14,550 approved operating increase in the 2021 budget and going forward.

## **STRATEGIC PLAN / POLICY IMPACT**

Acquisition of this equipment aligns with the City's commitment to Delivering Excellent Customer Service.

Quotation for Intelligent Transportation System – Automated Vehicle Location

System

2021 03 08

Page 3

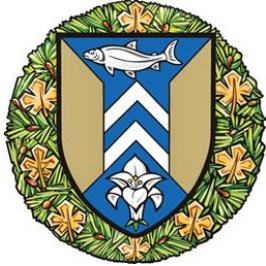
**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2021 03 08 be received, and the recommendation that the provision of an Intelligent Transportation System as required by the Transit & Parking Division – Community Development & Enterprise Services, be awarded to Consat Canada Inc. in accordance with their quoted price schedule, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Microsoft Enterprise Licensing Agreement

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#### PURPOSE

Attached hereto for your information and consideration is a recommendation that Council approve sole sourcing of the supply and delivery of Microsoft Enterprise Software Licensing, required by the City's Information Technology Division, in order for the City to be legally license compliant with Microsoft. This licensing will cover a three (3) year period commencing April 1, 2021. Staff is seeking Council approval of the report recommendation.

#### BACKGROUND

The City is entering into a "**Microsoft Office M365 E3 Enterprise Licensing Agreement**". The Microsoft Enterprise agreement (subscription) offers the best value and flexibility to purchase cloud services and software licensing under one agreement. The subscription is comprised of best-in-class productivity applications with core security and compliance capabilities. Productivity applications such as Word, Excel, and PowerPoint, along with Online Exchange email and collaboration tools like Microsoft Teams, will transform how the City will manage daily operation, citizen engagement and communication. The subscription also proactively protects our employees, data and customer information with intelligent built in security.

#### ANALYSIS

The City is now eligible to obtain its Microsoft Enterprise Licensing directly through Microsoft Canada Inc. as opposed to through a third party reseller as previously required. Utilizing this arrangement will result in cost and other efficiencies. Additional required support during the Contract period will be provided by a Third Party Contract Administrator – the cost for these services are included in the quoted Licensing Fees.

Sole Sourcing, in this instance, is in compliance with the Purchasing By-law as there is an absence of competition for technical reasons and the Service can only be supplied by a particular Supplier.

### **FINANCIAL IMPLICATIONS**

The cost for year one for the Software Licensing will be approximately \$256,400 including the non-rebatable HST.

Costs for years two and three will be adjusted to reflect changes in the city's licensing requirements. Product Costs for the term of the agreement have been established in the price list provided as part of the Licensing Agreement.

Funding for year 1 of this Software Licensing can be accommodated from within the 2021 approved Software Support Budget of approximately \$801,610.

### **STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the Corporate Strategic Plan.

### **RECOMMENDATION**

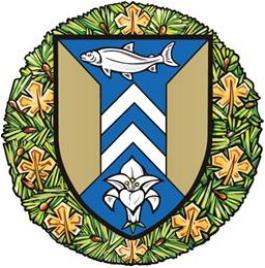
Resolved that the report of the Manager of Purchasing dated 2021 03 08 be received and the recommendation that the quotation submitted by Microsoft Canada Inc. for three (3) years of Microsoft Enterprise Licensing to be invoiced yearly in the amount of \$251,927.28 plus HST, subject to adjustment for the number of licenses required, for a total quoted amount of \$755,781.84 plus HST, on a sole source basis, be approved.

By-law 2021-52 authorizing signature of the Microsoft Program Signature Form appears elsewhere on the Council Agenda.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** RFP – Third Party Transit Transportation Services – Wheelchair Accessible & Ambulatory Service Vehicles

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#### PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Third Party Transit Transportation Services – Wheelchair Accessible & Ambulatory Service Vehicles for a three (3) year period commencing March 1, 2021, allowing for extension for up to two (2) additional years by mutual agreement, as required by the Transit & Parking Division of Community Development & Enterprise Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on January 5, 2021.

#### ANALYSIS

Proposals from two (2) proponents were received prior to closing date:

DriveSeat Sault Ste. Marie, Sault Ste. Marie, ON  
1972699 Ontario Inc. o/a UCAB, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of the Director of Community Services and staff from the Transit & Parking Division – Community Development & Enterprise Services and the Purchasing Division – Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is 1972699 Ontario Inc. o/a UCAB of Sault Ste. Marie, ON. UCAB presently provides wheelchair accessible and ambulatory vehicle service on a third party basis as required by Transit Services.

## Third Party Transit Transportation Services – Wheelchair Accessible &

Ambulatory Service Vehicles

2021 03 08

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### **FINANCIAL IMPLICATIONS**

The level of service demand for this Contract has been greatly decreased as a result of the pandemic. It is challenging to forecast service demands moving forward, however it is anticipated a return to pre-pandemic levels in Year 3.

Based on estimated requirements for Year 1 of UCab's proposed pricing, the cost of services for Year 1 will be approximately \$172,700 plus HST, approximately \$176,000 including non-rebatable HST. Funding for services required in Year 1 can be accommodated within the 2021 approved budget of \$237,890.

Funding for provision of these services in years 2 and 3 of the Contract are likely to result in Operating Budget contractual increases for 2022 and 2023. These increases will be based on the annual changes in demand, which are difficult to quantify at this point in light of the pandemic.

As Transit Services modernizes the fleet it will increase reliability thus allowing the City to explore taking some of the service back in house over the long term where it makes sense. The proposed agreement will have a negotiation clause as well as a 60 day cancellation clause in order to provide the City to have this option at its discretion.

### **STRATEGIC PLAN / POLICY IMPACT**

Provision of Third Party Transportation Services - Wheelchair Accessible & Ambulatory Service Vehicles is aligned with delivering excellent customer service as outlined in the Service Delivery Focus Area in the Corporate Strategic Plan.

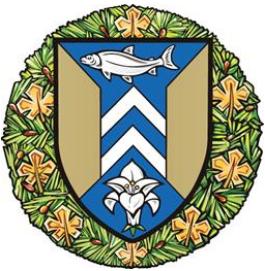
### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2021 03 08 be received and the recommendation that the proposal submitted by 1972699 Ontario Inc. o/a UCAB to provide Third Party Transit Transportation Services, as required by the Transit & Parking Division of Community Development & Enterprise Services, be approved. The contract will commence March 1, 2021 and continue for a period of three (3) years with the option to extend for two (2) additional years by mutual consent.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### COUNCIL REPORT

March 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Brent Lamming, Director of Community Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Phase 2 Safe Restart Agreement funding for Public Transit

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#### PURPOSE

To seek Council approval to enter into a Transfer Payment Agreement (TPA) with the Ministry of Transportation in order to receive \$1,530,408 under phase 2 of the Safe Restart Agreement (SRA). This will cover COVID-19 municipal transit pressures for Phase 2, incurred from October 1, 2020 to March 31, 2021.

#### BACKGROUND

As part of Phase 1 of the SRA, the City received \$1,215,737 in funding. This was a result of the announcement made by Premier Ford and Associate Minister Surma on August 12, 2020 that up to \$2 billion would be available to Ontario's municipalities to address transit pressures. This funding was part of the Safe Restart Agreement and will be delivered in two phases.

Letters were sent from Minister Mulroney to the Municipality providing details on the two phases and our allocation amount. The letter also noted that the MTO program area will continue to consult with transit. Under phase 1, it covers eligible transit expenditures, which occurred from April 1, 2020 until September 30, 2020.

A letter was provided to the Municipality dated December 15, 2020 (Appendix A) from Minister Mulroney detailing funding under Phase 2. It provided details on the commitment level, eligibility categories, timeframes for expenditure and instructions to access the safe restart funding under Phase 2.

For budgeting purposes, the total available allocation of up to \$2,435,124 for the City of Sault Ste. Marie (phase 2) can be used to address eligible expenses incurred from October 1, 2020 to December 31, 2020, and those incurred from January 1, 2021. Of this up to \$1,530,408 can be used to support COVID-19

municipal transit pressures for Phase 2, incurred from October 1, 2020 to March 31, 2021 and up to \$904,716 can be utilized to address additional pressures based on ridership. This accounts for the entirety of the Phase 2 public transit stream of the SRA.

## **ANALYSIS**

Eligible expenditures under Phase 2 of the SRA funding program include both COVID-19 related financial pressures (losses) associated with the need to continue to operate with reduced revenue, as well as new expenditures resulting from COVID-19. Expenditures will include items categorized under the headings below at the Province's sole discretion.

1. Revenue Losses
2. Operating Costs
3. Capital Costs

City staff confirmed interest in seeking SRA Phase 2 funding on December 21, 2020 as the first step to receive phase 2 SRA funding. The next step is the process is for Council to authorize the Municipality to enter into the Transfer Payment Agreements (TPA), along with supporting by-law and, if applicable, resolution(s) prior to the Province signing the TPA. This requirement must be fulfilled prior to the Ministry providing funding to the municipality.

For Phase 2 funding, municipal transit systems are required to report to the Ministry by May 31, 2021, with details of the financial impacts that are being offset by Phase 2 funding. Municipalities are to report financial impacts related to COVID-19, both incurred from October 1, 2020 to March 31, 2021 and paid prior to submission of reporting documentation. Municipalities are also required to submit an accompanying Attestation Form, using the form provided by the Ministry. The City has confirmed that the TPA for Phase 2 needs to be signed by **March 12, 2021** and returned with supporting by-law.

Furthermore, on Tuesday March 2, 2021 the City was notified to address the anticipated ongoing need for financial support beyond the end of the SRA program on March 31, 2021, the Province has updated the SRA program and has approved an additional \$150 million of provincial funding to support COVID-19 impacts on transit. This brings the total SRA funding envelope to \$2.15 billion, which will now consist of three phases:

- **Phase 1:** \$700 million, including needs-based top-ups, for COVID-19 related financial impacts between April 1 and September 30, 2020;
- **Phase 2:** \$800 million for COVID-19 related financial impacts between October 1, 2020 and March 31, 2021; and
- **Phase 3:** \$650 million for COVID-19 related financial impacts and costs related to transit initiatives, including fare and service integration, on-demand micro transit, and governance, between April 1 and December 31, 2021. The Province may, at its sole discretion and on a case-by-case

basis, grant extensions to the Phase 3 eligibility period for costs incurred up to December 31, 2022 as requested.

MPP Romano announced that Ontario is providing an additional \$1,176,131 in funding to help Sault Ste. Marie address the financial impacts on its transit system from the COVID-19 pandemic. This latest funding of the Safe Restart Agreement brings the total funding in Sault Ste. Marie over \$3.9 million. Phase 3 funding will flow to municipalities by way of a sign-back letter similar to Phase 1 funding. The Province has reinforced that The SRA funding is not to replace the budgeted municipal funding that the municipality provides to transit operations.

### **FINANCIAL IMPLICATIONS**

The municipality will be required to provide a report for the eligible expenditures incurred during the Phase 2 eligibility period. The deadline for submitting Phase 2 financial reporting is set out in the TPA. Once received, MTO will review the report and may initiate the payment of SRA Phase 2 funding.

The funding will be directed to support Transit Service Operations which has had reduced ridership of approximately 55% and increased COVID-19 expenditures related to cleaning, labour and infrastructure.

### **STRATEGIC PLAN / POLICY IMPACT**

The recommendation supports the focus area of the Corporate Strategic Plan for 2021-2024 in a number of ways.

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2021 03 08 be received.

By-law 2021-55 and supporting Transfer Payment Agreement (TPA) appear elsewhere on the agenda for approval confirming the City of Sault Ste. Marie’s interest in participation in SRA Phase 2 funding.”

Phase 2 Safe Restart Agreement funding for Public Transit

2020 03 08

Page 4.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development &  
Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

## Appendix A

### Ministry of Transportation

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

### Ministère des Transports

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



December 15, 2020

107-2020-5044

Mayor Christian Provenzano  
City of Sault Ste. Marie  
99 Foster Drive, PO Box 580  
Sault Ste. Marie ON P6A 5N1

Dear Mayor Provenzano:

Our government is committed to supporting municipal transit, and we will continue to champion the needs of our municipal partners and transit users as we collectively fight against the impacts of the COVID-19 pandemic. Together with our federal partners, the Province is working to help municipalities mitigate the financial impacts of the pandemic on their transit systems through the provision of Safe Restart Agreement (SRA) funding for public transit.

This letter is to provide your municipality with an update on funding for Phase 2 of the SRA program.

Phase 2 allocations reflect a program envelope of \$1.5 billion. The envelope includes Phase 1 funding already provided, Phase 1 top-up funding and Phase 2 funding. This approach better aligns Phase 2 allocations with the financial impacts that were reported through Phase 1 of SRA, while allowing the Province to assist municipalities with higher than anticipated COVID-related impacts.

As for Phase 1 of the SRA program, municipal funding allocations under the program will continue to be based on a formula of transit ridership, plus a base amount of \$40,000 applied to each total program allocation, to provide meaningful support for municipal transit systems of all sizes.

In response to the need to have a confirmed funding commitment in place in order to accrue revenue for the 2020 municipal fiscal year, and in support of this, I am pleased to share that the **City of Sault Ste. Marie** ("Recipient") will be eligible to receive an allocation of up to **\$1,530,408** to support your COVID-19 municipal transit pressures for Phase 2, incurred from October 1, 2020 to March 31, 2021. Payments are to be based on a one-time claim for eligible expenditures.

.../4

Additionally, the Province has set aside \$500 million in funding to be available for additional municipal transit needs. I am pleased to share that the **City of Sault Ste. Marie** ("Recipient") will be eligible to receive an allocation of up to **\$904,716** to address additional pressures based on ridership.

Please note as part of the Phase 1 reporting submission, the **City of Sault Ste. Marie** forecasted a financial impact from COVID-19 in the amount of \$404,411 for the period of October to December 2020, and the amount of \$425,757 for the period of January to March 2021. For budgeting purposes, the total available allocation of up to **\$2,435,124** for the **City of Sault Ste. Marie** can be used to address eligible expenses incurred from October 1, 2020 to December 31, 2020, and those incurred from January 1, 2021. This accounts for the entirety of the Phase 2 public transit stream of the SRA.

### **Eligible Expenditures**

Like Phase 1, eligible expenditures under Phase 2 of the SRA funding program include both COVID-19 related financial pressures (losses) associated with the need to continue to operate with reduced revenue, as well as new expenditures resulting from COVID-19. The losses and new expenditures will have to be incurred on or after October 1, 2020 and on or before March 31, 2021, and the new expenditures will have to be paid prior to having submitted to the Province for payment through your municipality's Phase 2 reporting submission.

For the categories below, your municipality will also have to consider savings associated with COVID-19 (e.g., reduced service levels, lower maintenance costs, etc.) as these savings will need to be included as part of your municipality's Phase 2 reporting submission. The Province will only provide funding for net municipal expenditures (i.e., net COVID-related financial impacts above budgeted 2020 expenditures). The SRA funding is not to replace the budgeted subsidy that the municipality provides to transit operations.

Reported revenue and expense impacts include those changes (increases/decreases) resulting from COVID-19, measured versus projected figures from your municipal transit system's 2020 operating budget. Please note that this also applies to eligible expenditures incurred between January 1 and March 31, 2021, for which period municipalities can use their January to March 2020 operating budgets as a baseline for establishing COVID-related impacts.

Eligible expenditures will include, at the Province's sole discretion, the following:

**a. Revenue Losses:**

- farebox revenue losses;
- advertising revenue losses;
- parking revenue losses;
- contract revenue losses; and
- any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

**b. Operating Costs:**

- costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
- costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
- costs associated with vehicle maintenance;
- costs associated with transit facilities;
- costs resulting from existing contracts with expanded scope/new contracts;
- employee related costs (i.e., salaries, wages, benefits);
- costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
- costs for signage and other means of communications related to COVID-19 pandemic (e.g., social distance guidance); and
- any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

**c. Capital Costs:**

- costs associated with installing driver protection barriers and other protection measures for transit drivers;
- costs associated with providing passenger protection equipment and other passenger safety measures; and
- any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

The following are the steps and actions the municipality will be required to undertake to receive SRA Phase 2 funding:

**1. Confirmation of interest in seeking SRA Phase 2 funding**

- If your municipality is interested in seeking SRA Phase 2 funding, please complete the attached Request for Recipient Information Form and send it back via email to the SRA funding program email account ([MTO-COVID\\_Transit\\_Funding@ontario.ca](mailto:MTO-COVID_Transit_Funding@ontario.ca)) as soon as possible.

**2. Execution of the TPA**

- MTO will prepare the TPA and send it to your municipality for execution by the municipality's authorized representatives prior to Provincial execution of the TPA.
- This process will be carried out electronically and, once fully executed, an electronic version of the TPA will be provided to your municipality.

**3. Provision of an authorizing by-law and, if applicable, resolution(s)**

- Prior to the Province signing the TPA, the municipality will be required to provide MTO with a copy of the by-law(s) and, if applicable, resolution(s) authorizing the municipality to enter into the TPA with the Province.
- This requirement must be fulfilled prior to the Ministry providing funding to the municipality.

**4. Provision of Phase 2 financial reporting**

- The municipality will be required to provide a report for the eligible expenditures incurred during the Phase 2 eligibility period. The deadline for submitting Phase 2 financial reporting will be set out in the TPA.
- Once received, MTO will review the report and may initiate the payment of SRA Phase 2 funding.

All communications for the above noted steps, as well as any questions or concerns, should be addressed to the SRA funding program email account:

**MTO-COVID\_Transit\_Funding@ontario.ca**

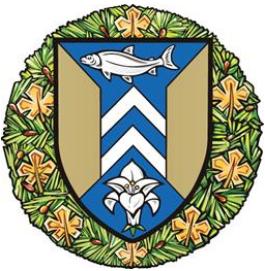
**Should you not wish to receive SRA Phase 2 funding, we ask that you please advise us by return email to the address above.**

I look forward to working with you as we proceed together with the execution of a TPA in support of addressing COVID-19 related financial impacts on municipal public transit.

Sincerely,



Caroline Mulroney  
Minister of Transportation



## The Corporation of the City of Sault Ste. Marie

### COUNCIL REPORT

March 8, 2021

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: Reconnect Festival Grant – Transfer Payment Agreement

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#### **Purpose**

The purpose of this report is to request approval to enter into a Transfer Payment Agreement with Ministry of Heritage, Sport, Tourism and Culture Industries Reconnect Festival and Event Program grant.

#### **Background**

City staff submitted a grant application to the Ministry of Heritage, Sport, Tourism and Culture Industries Reconnect Festival and Event Program to support the Winter Light Tour, which took place Dec 21 to Jan 1, 2021. Ten sites along the waterfront were set-up that featured light displays, art installation and Borderline Radio featured local musicians.

On February 19, 2021, staff received notification that we the City has been awarded up to \$16,385 in grant funding. The Ministry of Heritage, Sport, Tourism and Culture Industries forwarded the Reconnect Project Information form on March 1, 2021 that is used to develop the Transfer Payment Agreement.

#### **Analysis**

Applicants are eligible to apply for up to a maximum of 50% of the total cash operating expenses, to be applied towards eligible program expenses only.

In order to receive funding a Transfer Payment Agreement with the Province requires signing by March 15, 2021.

#### **Financial Implications**

The City is eligible for up to \$16,385 in funding towards the Winter Lights Walking Tour Event, which took place December 21, 2020 to January 1, 2021.

#### **Strategic Plan / Policy Impact**

This matter is addressed in the Corporate Strategic Plan Focus Area: Quality of Life (Promote and Support Arts and Culture).

#### **Recommendation**

It is therefore recommended that Council take the following action:

Reconnect Festival Grant – Transfer Payment Agreement

March 8, 2021

Page 2.

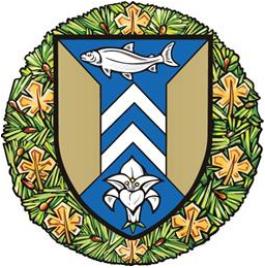
“Resolved that the report of the Manager of Recreation and Culture dated March 8, 2021 concerning request to enter into an agreement with Ministry of Heritage, Sport, Tourism and Culture Industries Reconnect Festival and Event Program for 2020-2021 be approved.”

“The relevant By-law 2021-54 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: New Horizons Seniors Program Grant 2021- Agreement

---

#### **Purpose**

The purpose of this report is to seek Council approval to enter into an agreement with Employment and Social Development Canada (ESDC) under its New Horizons for Seniors Program for funding to support seniors activity programming.

#### **Background**

Employment and Social Development Canada (ESDC) under its New Horizons for Seniors Program grant provides funding to organizations that want to help seniors make a difference in the lives of others and in their communities. Organizations are eligible to receive federal grants and contributions funding to support the social participation and inclusion of seniors; and provide capital assistance for new and existing community projects and/or programs for seniors.

The City received notification on March 3, 2021 that we were successful in our grant application for Engaging Seniors Through Virtual Programming in the amount of \$20,928.

#### **Analysis**

The New Horizons for Seniors Program grant will allow Seniors Services to expand and develop new virtual programming and develop program material kits that older adults can sign out in order to participate in programming.

The goal of this project is to continue to deliver a diverse range of virtual programs that support our 55+ community with health and wellness activities, arts and crafts, educational sessions and the opportunities to connect and engage with friends. The grant would provide funding to assist with the purchase of equipment to develop arts and crafts kits, pay instructors fees for fitness classes, educational workshops and technology classes to reduce fees and remove barriers to participation in programs.

New Horizons Seniors Program Grant 2021- Agreement

March 8, 2021

Page 2.

**Financial Implications**

The City has received notification that we have been approved for \$20,928 in funding through New Horizons for Seniors Program provided by ESDC. The City's contribution towards the project includes \$2100 of operating funds to purchase program materials and for advertising, which can be accommodated with the Seniors Services operating budget.

**Strategic Plan / Policy Impact**

This matter is referenced in the Corporate Strategic Plans, Focus Area: Quality of Life.

**Recommendation**

It is therefore recommended that Council take the following action:

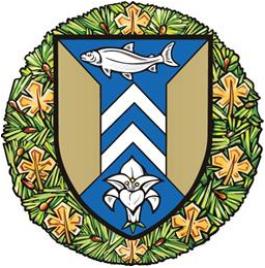
That the report of the Manager of Recreation and Culture dated March 8, 2021 concerning the New Horizons Seniors Program grant be received and Council authorize staff to enter into an agreement with Employment and Social Development Canada for funding in the amount of \$20,928 to support seniors activity programming.

"The relevant By-law 2021-56 appears elsewhere on the agenda and is recommended for approval."

Respectfully submitted,



Virginia McLeod  
Manager Recreation & Culture  
705.759.5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: New Horizons Seniors Program Grant 2021 – Delegated Authority

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#### **Purpose**

The purpose of this report is to request Council grant the Director, Community Services or his designate, delegated authority to enter into an agreement with Employment and Social Development Canada (ESDC) under its New Horizons for Seniors Program for funding to support seniors activity programming.

#### **Background**

Further to the report, “New Horizons Seniors Program Grant 2021- Agreement” which appears on the March 8, 2021 Council agenda, the agreement has not yet been received. A signed agreement is required within 5 days of receiving the agreement; therefore, staff is requesting delegated authority to enter into the agreement with Employment and Social Development Canada (ESDC) under its New Horizons for Seniors Program.

#### **Analysis**

Employment and Social Development Canada is requesting that signed agreements be returned within 5 days of receiving agreement. City Legal and Finance will review the agreement in addition to Community Services prior to signature.

#### **Financial Implications**

City has received notification that we have been approved for \$20,928 in funding through New Horizons for Seniors Program provided by ESDC. The City’s contribution towards the project includes \$2100 of operating funds to purchase program materials and for advertising, which can be accommodated within the Senior Services operating budget of \$273,549.

#### **Strategic Plan / Policy Impact**

This matter is referenced in the Corporate Strategic Plans, Focus Area: Quality of Life.

New Horizons Seniors Program Grant 2021 – Delegated Authority

March 8, 2021

Page 2.

**Recommendation**

It is therefore recommended that Council take the following action:

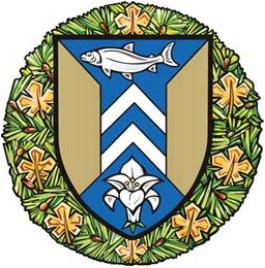
That the report of the Manager of Recreation and Culture dated March 8, 2021 concerning the New Horizons Seniors Program grant be received and Council delegate authority to the Director Community Services or delegate to enter into an agreement with Employment and Social Development Canada for funding in the amount of \$20,928 to support seniors activity programming .

“The relevant By-law 2021-56 is listed elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Virginia McLeod  
Manager Recreation & Culture  
705.759.5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicole Maione, Manager of Transit & Parking  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Municipal Law Enforcement Officers

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#### **PURPOSE**

The purpose of this report is to update By-law 93-165, which appoints municipal law enforcement officers.

#### **BACKGROUND**

By-Law 93-165 is a By-law appointing municipal law enforcement officers and is amended from time to time.

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

There is no budgetary impact.

#### **STRATEGIC PLAN / POLICY IMPACT**

This is an operational activity not articulated in the strategic plan.

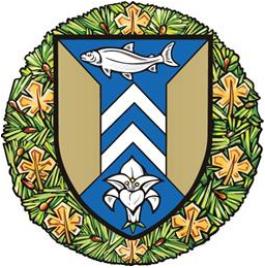
#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2021-51 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Nicole Maione  
Manager of Transit and Parking  
705.759.5434  
[n.maione@cityssm.on.ca](mailto:n.maione@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

March 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

**DEPARTMENT:** Legal Department

**RE:** 22 MacDonald – LPAT Order

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#### Purpose

The purpose of this report is to update City Council on a Decision and Order made by the Local Planning Appeal Tribunal (“LPAT”) dated January 26, 2021 respecting appeals made by Lynden Pond, Mary Loretta Harrison and Robert Harrison (the “Appellants”) from the City’s approval of applications for an Official Plan Amendment and a Zoning By-law Amendment on a property located at 22 MacDonald Avenue (the “Subject Property”) in the City.

#### Background

On January 20, 2020, City Council passed By-laws 2020-30 and 2020-31 regarding the Subject Property. The purpose of By-law 2020-31 is to change the zone designation of 22 MacDonald Avenue from PR (Parks and Recreation) zone to R5.S (High Density Residential) zone subject to the following special exception:

1. That the proposed apartment building not exceed 8 stories.
2. That the total number of residential units on-site not exceed 65.

The purpose of By-law 2020-30 is to adopt Amendment No.226 to the Official Plan for the City of Sault Ste. Marie. Appeals were filed by the Appellants Ms. Pond and Ms. Harrison regarding Council’s decision.

On September 9, 2020, LPAT issued a Notice of Case Management Conference by Video for October 22, 2020. The Casement Management Conference (“CMC”) was held as scheduled and narrowed the issues raised by the Appellants to three remaining issues. Mr. Harrison was also added as an Appellant.

A second CMC was scheduled for December 7, 2020 and in advance of same, LPAT ordered that the second CMC may be converted to a hearing on the merits. LPAT therefore directed the parties to prepare for that possibility. The Applicant Bellex Corporation subsequently brought a Motion to Dismiss the outstanding

March 8, 2021

Page 2.

issues being appealed by the Appellants. The Motion to Dismiss was heard on December 7, 2020.

On January 26, 2021, LPAT issued its Decision and Order regarding the Motion to Dismiss. Specifically, LPAT granted the Motion to Dismiss and dismissed the appeals by Lynden Pond, Mary Loretta Harrison and Robert Harrison.

**Analysis**

LPAT's Decision and Order issued January 26, 2021 is final. Leave to appeal was not sought.

**Financial Implications**

The appeal was argued by in-house staff. As such, the financial impact was nominal.

**Strategic Plan / Policy Impact**

Not applicable.

**Recommendation**

It is therefore recommended that Council take the following action:

It is recommended that Council accept this report as information.

Respectfully submitted,



Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

705.759.5403

[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\22 MacDonald Avenue-LPAT Appeal OPEN.docx

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2021-50**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 510 Second Line East (Trimount Construction Group Inc - Robert Ronald Berto).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

**1. 510 SECOND LINE EAST; LOCATED ON THE NORTH SIDE OF SECOND LINE EAST, APPROXIMATELY 290M EAST OF ITS INTERSECTION WITH SACKVILLE ROAD; CHANGE FROM M2 TO M2.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 84/1-94 of Schedule “A” to By-law 2005-150, is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a “Special Exception”.

**2. BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(410) and heading as follows:

**“2(410) 510 Second Line East**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Second Line East, approximately 290m east of its intersection with Sackville Road and having civic no. 510 Second Line East and outlined and marked “Subject Property” on the map attached as Schedule 410 hereto is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a “Special Exception” to, in addition to the uses permitted in an M2 zone,

1. Permit a Contractor’s Yard Supporting Heavy and Civil Engineering Construction, and,
2. That there be no outdoor storage permitted upon the subject property, except storage within accessory buildings or accessory use freight containers.”

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 8th day of March, 2021.

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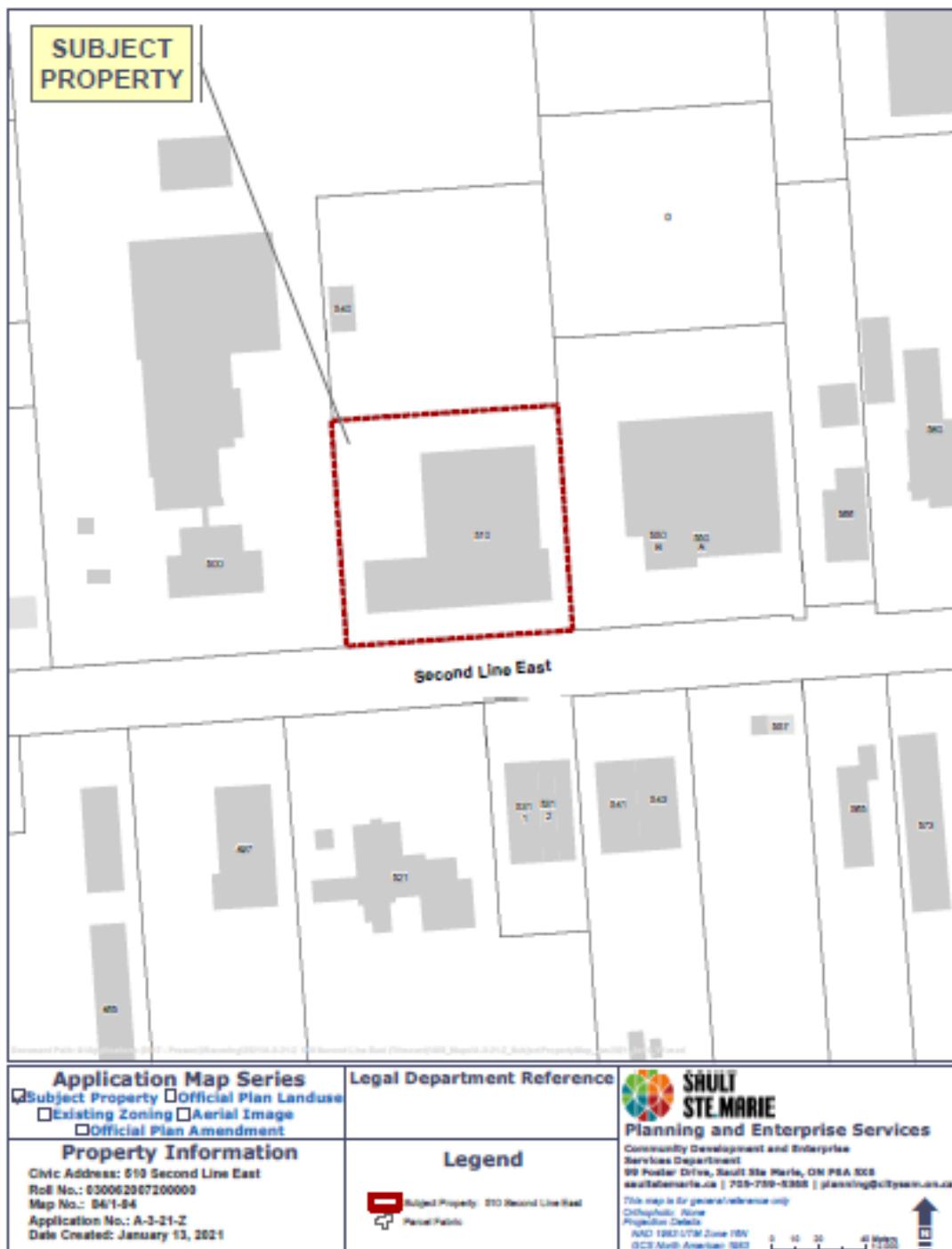
**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

da/ LEGAL\STAFF\LEGAL\ZONING\2021\SECOND LINE EAST, 510\BY-LAW 2021-50.DOCX

SCHEDULE "A" TO BY-LAW 2021-50 AND  
SCHEDULE 410 TO BY-LAW 2005-151



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2021-51**

**PARKING:** (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

**WHEREAS** from time to time persons have been appointed by-law enforcement officers;

**THEREFORE THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE “A” TO BY-LAW 93-165 REPEALED**

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

**2. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8th day of March, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## **SCHEDULE "A"**

<b>Alan Smith</b>	<b>81</b>
<b>Dave Devoe</b>	<b>84</b>
<b>Edward Pigeau</b>	<b>89</b>
<b>George Robinson</b>	<b>94</b>
<b>Bill Long</b>	<b>96</b>
<b>Jason Levesque</b>	<b>101</b>
<b>Brian Ford</b>	<b>104</b>
<b>Sean Miller</b>	<b>107</b>
<b>Timothy Moreland</b>	<b>108</b>
<b>Arian Finlayson</b>	<b>109</b>
<b>James Kemp</b>	<b>110</b>
<b>Anthony McCoy</b>	<b>111</b>
<b>Edward Thorold</b>	<b>112</b>
<b>Brady Bishop</b>	<b>125</b>
<b>Orrette Robinson</b>	<b>126</b>
<b>Anthony Rocca</b>	<b>127</b>
<b>Chelsea Dokis</b>	<b>129</b>
<b>Ryan Vendramin</b>	<b>130</b>
<b>Ravi Kumar</b>	<b>131</b>
<b>Daniel Roussain</b>	<b>132</b>
<b>Aashmeen Thind</b>	<b>133</b>
<b>Cody Poirier</b>	<b>134</b>
<b>Jordan Gregorini</b>	<b>135</b>
<b>Michael Steinburg</b>	<b>136</b>
<b>Marc Flumian</b>	<b>137</b>
<b>Michael Heptbourne-Fletcher</b>	<b>138</b>
<b>Rajneesh Kumar</b>	<b>139</b>
<b>Anthony Gallagher</b>	<b>140</b>

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-52**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Microsoft Canada, Inc. for the supply and delivery of Microsoft Enterprise Software Licensing required by the City's Information Technology Division.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated between the City and Microsoft Canada, Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the supply and delivery of Microsoft Enterprise Software Licensing required by the City's Information Technology Division.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of March, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**



## Enterprise Update Statement

**Enterprise Agreement Number** 75E61295

**Enrollment Number** 7716166

**Company Name** City of Sault Ste Marie

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- b. Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
- e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

- In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: 3

<b>Customer/Government Partner (as applicable)</b>	
<b>Name of Entity*</b>	City of Sault Ste Marie
<b>Signature*</b>	
<b>Printed Name*</b>	Mayor - Christian Provenzano
<b>Printed Title*</b>	
<b>Signature Date*</b>	

\* indicates required fields

---

City Clerk - Rachel Tyczinski

Type text here



## Program Signature Form

For use with agreements associated with a Purchase Agreement

MBA/MBSA number	U8364444	EA_SaultSteMarie
Agreement number	75E61295	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form sets out the documents entered into under this signature form and together along with the terms and conditions contained therein are part of the contract(s) identified above. This program signature form and all attachments identified are entered into between the Customer and the relevant Microsoft Affiliates signing, as of the effective date identified below.

### Microsoft Licensing Contracts

Licensing Documents	Number or Code
<Choose Agreement>	
<Choose Enrollment/Registration>	
Enterprise Enrollment	X20-10408
Amendment to Contract Documents	CTM-OTH (New)
Qualifying Government Addendum	X20-12104
Online Services Supplemental Terms and Conditions	X20-14387
Commodity Tax Terms & Conditions	X20-12842
Product Selection Form	1051455.005_PSF

By signing below, the Microsoft Licensing Affiliate agrees to be bound by the terms of the Licensing Documents in the table immediately above.

<b>Microsoft Licensing Affiliate</b>	
<b>Microsoft Corporation</b>	
<b>Signature</b> _____	
<b>Printed First and Last Name</b>	
<b>Printed Title</b>	
<b>Signature Date</b> (date Microsoft Affiliate countersigns)	
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)	

### **Microsoft Sales Contracts**

<b>Purchasing Documents</b>	<b>Number or Code</b>
Purchase Agreement	X20-10806
Customer Price Sheet	1051455.005
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	

Microsoft Sales Affiliate is authorized by Microsoft Licensing Affiliate to distribute Products and supply Professional Services ordered under the Enrollment. By signing below the Microsoft Sales Affiliate agrees to be bound by the terms of the contract(s) and documents identified in the table immediately above.

<b>Microsoft Sales Affiliate</b>	
<b>Microsoft Canada, Inc.</b>	
<b>CRA Busn. No. (BN):</b> 877845941	
<b>GST/HST:</b> 877845941RT0001	
<b>QST:</b> 1021036966TQ0001	
<b>Signature</b> _____	
<b>Printed First and Last Name</b>	
<b>Printed Title</b>	
<b>Signature Date</b> (date Microsoft Affiliate countersigns)	

### **To Accept All Contracts**

By signing this signature form, the Customer attests it has received copies of the contract document(s) listed in the tables above and agrees to be bound by the terms of those contract(s) and documents. Customer represents and warrants that (1) Customer has read and understands the terms therein, including

all documents it incorporates by reference and any amendments to those document(s) and (2) agrees to be bound by those terms.

Customer	
Name of Entity (must be legal entity name)*	City of Sault Ste Marie
Signature*	
Printed First and Last Name*	Mayor - Christian Provenzano
Printed Title*	
Signature Date*	
Tax ID	

\* indicates required field

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	City Clerk - Rachel Tyczinski
Printed Title	
Signature Date*	

\* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

\* indicates required field

Customer will be invoiced by the Microsoft Sales Affiliate identified above.

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511  
USA

**Microsoft Canada, Inc.**  
1950 Meadowvale Blvd.  
Mississauga, Ontario L5N 8L9  
Canada



## Enterprise Enrollment

For use with Purchase Agreement with Microsoft Sales Affiliate

Enterprise Enrollment number  
Microsoft to complete

Previous Enrollment number  
Software Advisor to complete

7716166

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the terms of either the Microsoft Business Agreement or Microsoft Business and Services Agreement ("Master Agreement") identified on the signature form, (4) the Product Selection Form, (5) the Product Terms, (6) the Online Service Terms, (7) any Supplemental Contact Information form, Previous Agreement/Enrollment form and other forms that may be required, (8) the Online Services Supplemental Terms and Conditions if Customer's Master Agreement is a version 2009 or earlier and Enrolled Affiliate is ordering Online Services, and (9) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Master Agreement.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement and applicable Master Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems, and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality, and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Microsoft Sales Affiliate" means the Microsoft Affiliate that is authorized to distribute Products and supply Professional Services ordered under the Enrollment.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reserved License" means for an Online Service identified as eligible for true-up in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

"Software Advisor" means an entity authorized by Microsoft and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

## **2. Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 500 Qualified Users or Qualified Devices. The initial order must include at least 500 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses from the Product pool for each Enterprise Product ordered to cover all Qualified Users and/or all Qualified Devices. Enrolled Affiliate may elect to mix Enterprise Products and Enterprise Online Services within a Product pool as long as all Qualified Devices not covered by a License are only used by users covered with a user License.
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 500 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Microsoft Sales Affiliate.** Orders must be submitted to Microsoft Sales Affiliate. Microsoft Sales Affiliate and Enrolled Affiliate determine pricing and payment terms as between them. Microsoft Sales Affiliate does not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. **Software Advisor.** Enrolled Affiliate must select and work with a Software Advisor authorized in Enrolled Affiliate's location to provide pre- and post-transaction assistance related to this Enrollment. Microsoft may pay fees to Software Advisors and other third parties Microsoft authorizes to assist Enrolled Affiliate in exchange for their advisory services. Software Advisors and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- g. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Software Advisor. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- h. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices or Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses and add-on Subscription Licenses do not count towards this total count.
- 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services, and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

i. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- j. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- k. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Master Agreement.

### **3. *Pricing.***

- a. **Price levels.** Each Product is assigned to a Product pool as shown in the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Price levels are reestablished at the beginning of the renewal term. If Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.
- b. **Setting prices.** Enrolled Affiliate's prices for each Product or Professional Service will be established by Microsoft Sales Affiliate.

### **4. *Payment terms.***

Payment terms will be established by Microsoft Sales Affiliate.

### **5. *End of Enrollment term and termination.***

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** If Enrolled Affiliate does not renew prior to the Expiration Date, access to the Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to one year unless designated in the Product Terms to continue until cancelled. Pricing for Online Services during the Extended Term is established by Microsoft Sales Affiliate and subject to 3% administrative fee. If Enrolled Affiliate does not want an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

- 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the agreement.
- e. **Early termination.** If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights for all Licenses it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term), or
  - (ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.

## ***Enrollment Details***

### ***1. Enrolled Affiliate's Enterprise.***

- a. Identify which Affiliates are included in the Enterprise (Required). Affiliates must be separate legal entities, not departments, divisions, or business units.

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

- Enrolled Affiliate only  
 Enrolled Affiliate and all Affiliates  
 Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise.):

- Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### ***2. Contact information.***

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

**Name of entity (must be legal entity name)\*** City of Sault Ste Marie

**Contact name: First\*** Frank **Last\*** Coccimiglio

**Contact email address\*** f.coccimiglio@cityssm.on.ca

**Street address\*** 99 Foster Drive, PO Box 580

**City\*** Sault Ste. Marie

**Province\*** ON

**Postal code\*** P6A-5N1  
**Country\*** Canada  
**Phone**  
**Tax ID**  
*\* indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if box is not checked)

**Contact name:** First\*      Last\*

**Contact email address\***

**Street address\***

**City\***

**Province\***

**Postal code\***

**Country\***

**Phone**

**Language preference.** Choose the language for notices. English

This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required field*

- c. **Online Services Manager.** This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name:** First\*      Last\*

**Contact email address\***

**Phone**

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required field*

- d. **Software Advisor information.** Software Advisor's contact for this Enrollment is:

**Software Advisor company name\*** Compugen, Inc.

**Street address (PO boxes will not be accepted)\*** 100 Via Renzo Drive

**City\*** Richmond Hill

**Province\*** ON

**Postal code\*** L4S 0B8

**Country\*** Canada

**Contact name\*** Licensing Administrator

**Phone** 905-695-5578

**Contact email address\*** software@compugen.com

*\* indicates required field*

By signing below, the Software Advisor identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** \_\_\_\_\_

**Printed name\*** Amanda Pires

**Printed title\*** Licensing Administrator

**Date\***

\* indicates required field

**Changing a Software Advisor.** If Microsoft or the Software Advisor chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Software Advisor. If Enrolled Affiliate or the Software Advisor intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
  - (ii) Software Assurance Manager
  - (iii) Subscriptions Manager
  - (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

## Amendment to Contract Documents

Enrollment Number

EA\_SaultSteMarie

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment

### Affiliate Acknowledgement

### Amendment ID CTM

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment or Agreement, the Enrollment is amended as follows:

#### *Affiliate Acknowledgement*

This acknowledgement has been included in this enrollment at the request and for the benefit of Her Majesty the Queen in right of Ontario as represented by the Minister of Government and Consumer Services.

Microsoft may only provide products and service deliverables to Non-OPS Organizations by the Non-OPS Organizations entering into a separate contract ("Non-OPS Organization agreement") with Microsoft which shall contain the following minimum terms:

- Microsoft and Non-OPS Organization acknowledge and agree that Her Majesty the Queen in Right of Ontario ("Ontario") shall not be liable or responsible to either Microsoft or the Non-OPS Organization for any matter arising under this Non-OPS Organization agreement or through the provision of the Products and, without limiting the generality of the foregoing, Microsoft and Non-OPS Organization acknowledge and agree that:
- Ontario will not be liable or responsible for any act or omission of the Non-OPS Organization in relation to the Non-OPS Organization's access to the provision of Products under the Non-OPS Organization agreement;
- Ontario has not endorsed, recommended or approved the suitability of Microsoft or its products or services for the Non-OPS Organization and that the Non-OPS Organization has made its own inquiries as necessary prior to choosing to do business with Microsoft;
- the Non-OPS Organization shall be responsible for obtaining its own professional advice, including its own independent legal advice;
- the Non-OPS Organization shall be responsible for its own contract administration with Microsoft and shall not direct any Microsoft service issues that may arise to Ontario;

- the Non-OPS Organization consents to the release of its usage information by Microsoft to Ontario and Microsoft consents to the release of such information by Non-OPS Organization to Ontario; and
- the Non-OPS Organization acknowledges that information of a confidential nature to Ontario or Microsoft, regardless of whether it is identified as confidential or not ("Confidential Information") may come into its knowledge, possession or control. The Non-OPS Organization shall keep all Confidential Information confidential and secure.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

Non-OPS EAS Enroll Amendment (Acknowledgment) May 29 2015).docx	CTM	CTM-OTH	BD
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## Qualifying Government Entity Addendum

This Qualifying Government Entity Addendum modifies the terms of the Select or Select Plus ("Agreement") or Enterprise or Enterprise Subscription Agreement ("Agreement") as follows:

### **1. *The following definition is added:***

"Eligible Entity" means a public sector entity that meets the criteria set out at <http://www.microsoft.com/licensing/contracts> in the document entitled "Microsoft Government Eligibility Definition."

### **2. *The definitions of "Customer" and "Affiliate" are amended as follows:***

When used in this Agreement or Enrollment, as applicable, "Customer" refers to the Eligible Entity that signs this Agreement/Enrollment with Microsoft, and the definition of "Affiliate", as set forth in the Master Agreement, is modified to include only Eligible Entities located in the same country as the Eligible Entity signing this Agreement/Enrollment, as applicable, with Microsoft.

### **3. *The Minimum Order requirements section of the Agreement is amended as follows:***

Notwithstanding anything to the contrary in the Agreement, an Eligible Entity's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices, and its initial order must include at least 250 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services. If no Enterprise Product is ordered, an Eligible Entity need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

### **4. *The following pricing provision is added:***

Customer represents that Customer and Customer's Affiliates are Eligible Entities. As an Eligible Entity, Customer may receive price level D for all Products and pools under this Agreement/Enrollment, as applicable.

### **5. *The following "Mid-term Cancellation for Non-appropriation of Funds" provision is added:***

**Termination of Enrollment – non-appropriation of funds.** Subject to the provisions in the Section titled "Effect of termination or expiration," a Customer or an Enrolled Affiliate may terminate an Agreement or Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated for such purpose.

**Effect of termination.** Upon termination of any Enrollment, the Enrolled Affiliate must order Licenses for all copies of Products it or its Affiliates have run under its Enrollment for which the Enrolled Affiliate has not previously submitted an order. Except as provided in the next paragraph, in the event of termination, all unpaid installments of the purchase price for any Licenses will immediately become due and payable, and the Enrolled Affiliate will be entitled to perpetual Licenses only after all such payments have been made.

**Early termination.** If Customer or Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds of Customer or Enrolled Affiliate, then Customer or the Enrolled Affiliate will have the following options:

- a. It may immediately pay the total remaining amount due, including all installments, in which case the Enrolled Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

- b. It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for (1) all copies of all Products for which payment has been made in full, and (2) the number of copies of Products it has ordered (including the latest version of Products ordered under SA coverage in an initial or renewal term) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

**6. *Where “Extended Term” is available for eligible Online Services, the following is added:***

Enrolled Affiliate will not automatically have an Extended Term. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate may submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

**7. *The following provision is added:***

**Natural Disaster.** In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

**8. *The following “Over-assignment provision” is amended:***

The Over-assignment provision does not apply to Government customers.

## Commodity Tax Terms & Conditions (Canada Only) (Direct)

This document establishes the commodity tax terms & conditions for purchases of licenses, services, software assurance, online services, or other products (collectively "Products") purchased under the associated Enrollment.

This form must be submitted for all new direct enrollments for customers with a Primary Contact Address located within Canada (hereinafter "Customer"). Furthermore, if Customer is applying a tax exemption in section 5 below, this form must be submitted to Microsoft for approval **prior** to submission of the related Enrollment for acceptance.

For purposes of this document, commodity tax includes any federal or provincial and local taxes, fees, charges, surcharges or other similar fees or charges imposed on or with respect to Products and Services that are the subject of the associated Enrollment and include, but are not limited to Goods and Services Tax, Harmonized Sales Tax, Québec Sales Tax, and Provincial Sales Tax, and all other federal, provincial and local taxes and regulatory fees as defined by the applicable laws or authority of the Primary Contact Address jurisdiction and the Canada Revenue Agency ("Commodity Tax").

### **1. Customer Information.**

- a. Customer's legal entity name as it appears on the Enrollment (i.e. the 'Primary Contact' on the Enrollment and Program Signature Form):

**Customer's Legal Name:** \* City of Sault Ste Marie

- b. The Enrollment is for which Licensing Program (e.g. EA, EAS, SCE)? \* **EA**

- c. Enrollment Number (to be completed by Microsoft):

### **2. Application of Commodity Taxes.**

Commodity Tax shall be applied to purchases made under the Enrollment based on the laws or authority of the Primary Contact Address jurisdiction provided in the Enrollment Number referenced in section 1(c), unless this address is updated. Commodity Tax is not based on any other address identified or indicated on an invoice. Any other addresses or location(s) identified on an invoice (e.g. country of usage) are for internal reference only.

### **3. Liability for Taxes.**

Customer shall pay all Commodity Taxes imposed on purchases made under this Enrollment.

### **4. Communication Products and Services.**

Microsoft may provide Products and Services to its Customers separately or together with other Products and Services provided under this Enrollment. Communication services, to the extent included under this Enrollment, may be subject to additional Commodity Taxes. Microsoft reserves the right, to determine in its sole discretion, whether to unbundle Products and Services provided to the customer for a single charge for the purpose of separately applying Commodity Taxes to any of the Products and Services provided under this Enrollment.

## **5. Certification of Commodity Tax Exemption.**

**Complete this section if a Commodity Tax exemption applies to the purchases made under this Enrollment.**

Pursuant to the law(s) of the jurisdiction for the Primary Contact Address indicated in the Enrollment Number referenced in section 1(c) above, purchases made under this Enrollment should not include Commodity Tax based on the attached exemption documentation identified in the **drop-down** menu below:

[Click here to choose document type if an exemption applies]

Exemption applies to: \* **GST/HST only**  **PST only**  **both GST and PST**

Any pre-approval granted shall be void if the Customer's legal name in Section 1(a) does not match the Enrollment submitted for processing.

## **6. Commodity Tax Status Change Request.**

Microsoft has, in good faith, relied upon the Customer's representations regarding Commodity Tax exemption status for the Enrollment, as identified in Section 5 of this form. If Customer later requests a change in the Commodity Tax exemption status, the Commodity Tax exemption status change will be applied on a prospective basis to invoices issued under this Enrollment after the date that the Commodity Tax exemption status change is processed by Microsoft.

## Online Services Supplemental Terms and Conditions

MBSA/MBA/Agreement/Enrollment  
number

**Must be attached to a signature form to be valid.**

If Customer has a Master Agreement v.2010 or earlier (the "Master Agreement") and either Customer or its Enrolled Affiliate desires to order Online Services, these Online Services Supplemental Terms and Conditions ("Supplemental Terms") update the terms of the Enterprise Enrollment ("Agreement").

### **1. Definitions.**

Capitalized terms used, but not defined herein, shall have the meanings given them in the Master Agreement and/or Agreement. The following definitions replace or supplement the definitions in the Agreement, as appropriate:

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates through use of the Online Services.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product List.

"Product" means all products identified on the Product List, such as all software, Online Services and other web-based services, including pre-release or beta versions.

"Professional Services" means all support, consulting and other services or advice, including any resulting deliverables provided to Customer by Microsoft. Professional Services do not include Online Services.

"Service Level Agreement" means the document specifying the minimum service level for the Online Services. The Service Level Agreement is available at <http://www.microsoft.com/licensing/contracts> or a successor site.

"Supplemental Agreement" means any agreement that incorporates the Microsoft Business and Services Agreement or Microsoft Business Agreement signed by Customer and Microsoft.

### **2. Applicability of Supplemental Terms.**

These Supplemental Terms apply only to Customer's purchase and use of Online Services and Professional Services. Products other than Online Services remain subject to the terms of the Master Agreement, the Agreement, and any terms referenced therein. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Master Agreement or Agreement that are not expressly resolved by their terms, these Supplemental Terms control.

### **3. Limited warranty for Online Services.**

Microsoft warrants that each Online Service will perform in accordance with the applicable Service Level Agreement during Customer's use. Customer's remedies for breach of this warranty are in the Service Level Agreement. These are Customer's sole remedies for breach of the limited warranty.

The warranty in this section does not cover problems caused by accident, abuse or use in a manner inconsistent with the Agreement, including failure to meet minimum system requirements. The limited warranty does not apply to free, trial, pre-release, or beta products, or to components of Products that Customer is permitted to redistribute.

**Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Any warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty.**

#### **4. Privacy and Compliance with Laws.**

- a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of the Agreement, any Online Services subscription or enrollment and any Statement of Services or Supplemental Agreement, including these Supplemental Terms. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection laws before providing personal information to Microsoft.
- b. Personal information collected under the Agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

#### **5. Non-Microsoft software or technology.**

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the Agreement or these Supplemental Terms.

#### **6. Customer's agreement to protect.**

Customer will defend Microsoft against any claims made by an unaffiliated third party:

- a. that any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- b. that arises from use of an Online Service in violation of applicable laws and regulations; a violation of the rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services.

Customer must pay the amount of any adverse final judgment or settlement to which Customer consents resulting from a claim covered by this section 6. Microsoft must notify Customer promptly in writing of a claim subject to this section, give Customer sole control over the defense or settlement; and provide reasonable assistance in defending the claim. Customer will reimburse Microsoft for reasonable out of pocket expenses that Microsoft incurs in providing assistance. This section provides Microsoft's exclusive remedy for these claims.

#### **7. Limitation on liability.**

- a. The total liability of each party for all claims arising under each Supplemental Agreement is limited to direct damages up to the following amounts: (1) for Professional Services, the amount Customer was required to pay for the Professional Services under the applicable Statement of Services, and (2) for Online Services, the amount Customer paid for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service under the applicable Supplemental Agreement. In the case of Online Services or Services provided free of charge, previews, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages and capped at U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- b. **EXCLUSION OF CERTAIN DAMAGES.** In no event will either party be liable for indirect, consequential, special, punitive or incidental damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

- c. **EXCEPTIONS.** The limits and exclusions in this Section 7 do not apply to (1) Microsoft's obligations under the section of the Master Agreement titled "Defense of infringement, misappropriation, and third party claims" or Customer's obligations under the section of these Supplemental Terms titled "Customer's agreement to protect", (2) either party's liability for violation of its confidentiality obligations (except obligations related to Customer Data, which remain subject to the limitations and exclusions above) or (3) either party's violation of the other party's intellectual property rights.

## **8. *Subcontractors.***

Microsoft may use contractors to support Online Services and perform Professional Services. Microsoft will be responsible for their performance subject to the terms of this Supplemental Agreement.



## Enterprise Purchase Agreement

Enrollment number  
*Microsoft to complete*

**This Purchase Agreement must be attached to a signature form and accompanied by an Enterprise Enrollment to be valid.**

This Microsoft Enterprise Purchase Agreement ("Agreement") is entered into between the Enrolled Affiliate and the Microsoft Sales Affiliate identified on the Program Signature Form. It establishes the terms under which Enrolled Affiliate will order Licenses for Products and Professional Services from the Microsoft Sales Affiliate. This Agreement will be effective as of the effective date of the Enrollment identified above ("Enrollment") between the Enrolled Affiliate and the Microsoft Licensing Affiliate.

This Agreement consists of the terms and conditions in this document, any Customer Price Sheet that refers to this Agreement, and any other purchasing documents identified on the Program Signature Form signed by Enrolled Affiliate and attached to the Enrollment.

Enrolled Affiliate represents that it is the same entity that entered into the Enrollment.

### Enrolled Affiliate

**Name of Entity (must be legal entity name)\*** City of Sault Ste Marie

**Language preference.** Choose the language for notices. English

**Billing contact:** This is the contact to which Microsoft Sales Affiliate will send invoices. The Billing contact may also be contacted regarding purchase order matters or other invoicing queries.

**Name of entity\*** City of Sault Ste Marie

**Accounts payable contact name: First\*** Frank **Last\*** Coccimiglio

**Accounts payable contact email address\*** f.coccimiglio@citysm.on.ca

**Street address\*** 99 Foster Drive, PO Box 580

**City\*** Sault Ste. Marie

**Province\*** ON

**Postal code\*** P6A-5N1

**Country\*** Canada

**Phone**

**Financing.\*** Is a purchase under this Agreement being financed through Microsoft Financing?

Yes,  No

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

\*Indicates required fields.

Enrolled Affiliate will notify Microsoft Sales Affiliate in writing if any of the above information changes. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Purchase Agreement by Microsoft Sales Affiliate, its Affiliates, contractors and other parties that help administer this agreement. The personal information provided in connection with this agreement will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

## **1. Definitions.**

Terms used in this Agreement but not otherwise defined will have the definition provided in the Enrollment. The following definitions also apply:

"Customer Price Sheet" means the written statement provided to Enrolled Affiliate that contains Enrolled Affiliate's initial order and associated pricing.

"Microsoft Licensing Affiliate" means the Microsoft legal entity that enters into the Enrollment under which the Enrolled Affiliate is licensed to access and use Microsoft Products.

"Microsoft Sales Affiliate" refers to the Microsoft legal entity that enters into this Agreement.

## **2. Ordering and Payment.**

- a. **Orders.** Enrolled Affiliate will order Microsoft Products and Professional Services from Microsoft Sales Affiliate as permitted or required under the Enrollment. Prices will be reflected on the Customer Price Sheet. Microsoft Sales Affiliate has no obligations with respect to an order until Microsoft Licensing Affiliate accepts it.
- b. **Setting prices.** Except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product ordered will be fixed throughout the applicable initial or renewal Enrollment term, provided that Enrolled Affiliate qualifies for the same price level for the entire term. Price levels and prices are reestablished at the beginning of the renewal term.
- c. **Payment terms.** Microsoft Sales Affiliate will invoice Enrolled Affiliate for all Products and Professional Services ordered, and Enrolled Affiliate will pay the amount due to Microsoft Sales Affiliate according to the terms, payment methods and in the currency stated on Microsoft Sales Affiliate's invoice and Customer Price Sheet.
- d. **Spread payment option.** For the initial or renewal order Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise on the Customer Price Sheet, Microsoft Sales Affiliate will invoice Enrolled Affiliate in three equal annual installments. The first installment will be invoiced upon Microsoft Licensing Affiliate's acceptance of the applicable initial or renewal order and remaining installments will be invoiced on each subsequent Enrollment anniversary date.
- e. **Mid-term orders.** Mid-term orders will be invoiced upon acceptance of each order. Enrolled Affiliate may elect to pay annually or upfront for Online Services ordered mid-term but must pay upfront for all other Licenses ordered mid-term.
- f. **Reserved Licenses.** Payment for a reservation order may be deferred until the next true-up order. Reserved Licenses will be invoiced retroactively to the month in which they were ordered. If Enrolled Affiliate fails to submit a true-up order or update statement in accordance with the terms of the Enrollment, Microsoft Sales Affiliate will invoice Enrolled Affiliate for all Reserved Licenses not previously ordered.
- g. **Subscription License reductions.** Invoices will be adjusted to reflect any reductions in Subscription Licenses (as described in the Enrollment) at the true-up order Enrollment anniversary and effective as of such date.
- h. **Online Services Extended Term.** For the first twelve months of an Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Enrollment Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price for price level A plus a 3% administrative fee.
- i. **Taxes.** Amounts owed to Microsoft Sales Affiliate are exclusive of any taxes, unless specified on the invoice as tax inclusive. Enrolled Affiliate shall pay any applicable value added, goods and

services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft Sales Affiliate is permitted to collect from Enrolled Affiliate. Enrolled Affiliate shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution or provision of Products or Professional Services by Enrolled Affiliate to its Affiliates. Microsoft Sales Affiliate shall be responsible for payment of all taxes based on its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments made to Microsoft Sales Affiliate, Enrolled Affiliate may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Enrolled Affiliate promptly provides Microsoft Sales Affiliate an official receipt for those withholdings and other documents reasonably requested to allow Microsoft Sales Affiliate to claim a foreign tax credit or refund. Enrolled Affiliate will ensure that any taxes withheld are minimized to the extent possible under applicable law.

### **3. Termination.**

- a. **Term.** This Agreement has the same term as the Enrollment.
- b. **Termination.** Without limiting any other remedies it may have, either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. A material breach of this Agreement will be construed as a material breach of the Enrollment. In the event of termination under this provision by the Microsoft Sales Affiliate, or if the Microsoft Licensing Affiliate terminates the Enrollment for cause, all amounts due under any unpaid invoices shall become due and payable immediately. For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Enrolled Affiliate will receive a credit for any amount paid in advance for the period after termination.
- c. **Effect of termination.** Enrolled Affiliate's options in the event of early termination or expiration of the Enrollment are described in the applicable sections of the Enrollment.

### **4. Confidentiality.**

The parties will be bound by the provisions related to Confidentiality in the Master Agreement with respect to Confidential Information disclosed to each other in the course of their business relationship under this Agreement.

### **5. Warranties and Limitation of Liability.**

All warranties, obligations to defend against third-party claims and limitations of liability set forth in the Master Agreement (as modified by any applicable country-specific provisions) shall also apply to claims under this Agreement. Microsoft Licensing Affiliate is solely responsible for claims relating to the performance of Products and Microsoft's defense of third-party claims (including claims of intellectual property infringement). **Microsoft Sales Affiliate is not liable for such claims and, to the maximum extent permitted by applicable law, expressly disclaims all express, implied and statutory warranties and liability for such claims, including, without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

### **6. Miscellaneous.**

The following provisions apply to this Agreement, notwithstanding anything to the contrary in the Master Agreement.

- a. Applicable Law.** The terms of this Agreement will be governed by the law of the jurisdiction where the Microsoft Sales Affiliate has its headquarters at the time of entering into this Agreement. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- b. Notices.** Notices, authorizations, and requests in connection with this Agreement must be sent by regular or overnight mail or express courier to the addresses and numbers listed in this Agreement. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- c. Assignment.** This Agreement may not be assigned, sublicensed, or otherwise transferred by Enrolled Affiliate without the prior written consent of Microsoft Sales Affiliate; any attempt to do so without consent will be void. Microsoft Sales Affiliate may assign any of its rights under this Agreement, including, without limitation, the right to sue for amounts due and outstanding from Enrolled Affiliate, without the need for any further consent.
- d. Entire Agreement.** This Agreement is the parties' entire understanding with respect to this subject and merges and supersedes all prior Agreements, discussions, and understandings, express or implied, on this subject. Changes made to this Agreement after it is presented to Enrolled Affiliate for signature are non-binding unless expressly accepted by both parties. Any terms on Enrolled Affiliate's purchase order that are additional to or conflict with this Agreement are expressly rejected and not part of this Agreement.
- e. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) this Purchase Agreement, (2) the Customer Price Sheet; (3) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- f. Severability.** If any provision in this Agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- g. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
  - (i) If Microsoft Sales Affiliate brings the action, the venue will be where Enrolled Affiliate has its headquarters.
  - (ii) If Enrolled Affiliate brings the action against any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, U.S.A.
  - (iii) If Enrolled Affiliate brings the action against a Microsoft Affiliate located in Europe, and not also against a Microsoft Affiliate located outside of Europe, the venue will be where such Microsoft Affiliate has its headquarters.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

**Proposal ID**

1051455.005

**Enrollment Number**

Language: English (United States)

**Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:**

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	675	0.1	Yes	Device Licenses

Products	Enterprise Quantity
<b>Office Professional Plus</b>	
Office Professional Plus	20
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL	50
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	20
<b>Microsoft 365 Enterprise</b>	
Microsoft 365 E3 USL	675

**Enrolled Affiliate's Product Quantities:**

Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	695	725	725	695

**Enrolled Affiliate's Price Level:**

Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
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### NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

<b>Quantity of Licenses and Software Assurance</b>	<b>Price Level</b>
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

**Note 1:** Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

**Note 2:** Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

**Note 3:** Enrolled Affiliate acknowledges that in order to use a third party to reimagine the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

**Note 4:** If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.

Microsoft | Volume Licensing

City of Sault Ste Marie

Microsoft Volume Licensing		City of Sault Ste Marie	
Microsoft Volume Licensing - Customer Price Sheet - Final Pricing			
Quote Number:	1051455.005	Billing currency:	CAD
Creation Date:	2/25/2021	Term Of Agreement:	3 Years
Effective Duration:	30 days	Opportunity ID:	7-WXB77/QDC
Enrollment Number:		Payment Schedule:	Annual
Language:	English (United States)		
Price List Month:	February 2021		
Customer Contact		Direct Enterprise Enrollment - Renewal Quote	
Frank Coccimiglio		City of Sault Ste Marie	
Phone: 705-759-5303		99 Foster Drive, PO Box 580	
Fax:		Sault Ste. Marie, ON, Canada, P6A-5N1	
<a href="mailto:f.coccimiglio@cityssm.on.ca">f.coccimiglio@cityssm.on.ca</a>			
Partner Contact(s)			
Darren McConaghy		CompuGen, Inc.	
Phone: 780-670-5143		100 Via Renzo Drive	
Fax:		Richmond Hill, ON, Canada, L4S 0B8	
<a href="mailto:dmccconaghy@compugen.com">dmccconaghy@compugen.com</a>			
Microsoft Contact		New Purchases	
Abhimanyu Srivastava			
<a href="mailto:absriv@microsoft.com">absriv@microsoft.com</a>			
Purchase Order Information		Purchase Order Number	
Sections		Purchase Order Date	
Section 1			
Section 2			

Quote Summary	
Summary Item	Totals (CAD)
<u>Customer Earned Price (3 Years)</u>	755,781.84
Total Credit Amount	0.00
Total Annual Payment Year 1	251,927.28
Total Annual Payment Year 2	251,927.28
Total Annual Payment Year 3	251,927.28

## SECTION 1 - Licenses and Software Assurance

Pricing & Usage Year 1					
Product Description	Part Number	Net Unit Price (CAD)	License Quantity	Usage Country	Extended Amount (CAD)
Enterprise OfficeProPlus ALNG LicSAPk MVL Pifrm	269-12445	217.20	20	Canada	4,344.00
WINENTperDVCALNGLicSAPk MVL Pifrm	KV3-00356	79.20	20	Canada	1,584.00
CoreCAL ALNG LicSAPk MVL Pifrm DvcCAL	W06-01063	88.08	50	Canada	4,404.00
<b>Additional Products</b>					
PricPro ALNG SA MVL w1PrfclSvrCAL	H30-00238	258.72	4	Canada	1,034.88
VisioStd ALNG SA MVL	D86-01253	68.76	1	Canada	68.76
SQLSvrStdCore ALNG SA MVL 2lic CoreLic	7NQ-00292	773.52	20	Canada	15,470.40
WinRmtDsktpSrvcsCAL ALNG SA MVL	6VC-01254	28.56	110	Canada	3,141.60
UsrCAL					
WinSvrDCCore ALNG SA MVL 16lic CoreLic	9EA-00273	1,328.28	2	Canada	2,656.56
WinSvrExtConn ALNG SA MVL	R39-00396	425.60	2	Canada	871.20
WinSvrSTDCore ALNG SA MVL 16lic CoreLic	9EM-00267	209.64	31	Canada	6,498.64
WinSvrSTDCore ALNG SA MVL 2lic CoreLic	9EM-00270	26.64	1	Canada	26.64
Total Year 1 Payment					<b>40,100.88</b>
Invoice Date: Enrollment Effective Date or if received after Enrollment Effective Date upon our acceptance					

Product Description		Part Number		Net Unit Price (CAD)		Pricing & Usage Year 2		Usage Country		Extended Amount (CAD)	
Enterprise				License Quantity							
OfficeProPlus ALNG LicSAPk MVL Pifrm	269-12445			217.20	20			Canada	Canada	4,344.00	
WINENTperDVC ALNG UpgrdSAPk MVL Pifrm	KV3-00356			79.20	20			Canada	Canada	1,584.00	
CoreCAL ALNG LicSAPk MVL Pifrm DvcCAL	W06-01063			88.08	50			Canada	Canada	4,404.00	
<b>Additional Products</b>											
PjctPro ALNG SA MVL w1PjctSvrCAL	H30-00238			258.72	4			Canada	Canada	1,034.88	
VisioStd ALNG SA MVL	D86-01253			68.76	1			Canada	Canada	68.76	
SQLSvrStdCore ALNG SA MVL 2lic CoreLic	7NQ-00292			773.52	20			Canada	Canada	15,470.40	
WinRmtDsktpSrvcsCAL ALNG SA MVL	6VC-01254			28.56	110			Canada	Canada	3,141.60	
UsrCAL											
WinSvrDCCore ALNG SA MVL 16lic CoreLic	9EA-00273			1,328.28	2			Canada	Canada	2,656.56	
WinSvrExtConn ALNG SA MVL	R39-00396			435.60	2			Canada	Canada	871.20	
WinSvrSTDCore ALNG SA MVL 16lic CoreLic	9EM-00267			209.64	31			Canada	Canada	6,498.84	
WinSvrSTDCore ALNG SA MVL 2lic CoreLic	9EM-00270			26.64	1			Canada	Canada	26.64	
Total Year 2 Payment											<b>40,100.88</b>
Invoice Date: 1st Anniversary Date											

Product Description		Pricing & Usage Year 3		Usage Country		Extended Amount (CAD)	
	Part Number	Net Unit Price (CAD)	License Quantity				
Enterprise							
OfficeProPlus ALNG LicSAPk MVL Pifflm	269-12445	217.20	20	Canada		4,344.00	
WINENTperDVC ALNG UpgrdSAPk MVL Pifflm	KV3-00356	79.20	20	Canada		1,584.00	
CoreCAL ALNG LicSAPk MVL Pifflm DvcCAL	W06-01063	88.08	50	Canada		4,404.00	
Additional Products							
ProjtPro ALNG SA MVL w1PrjctSrvCAL	H30-00238	258.72	4	Canada		1,034.88	
VisioStd ALNG SA MVL	D86-01253	68.76	1	Canada		68.76	
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	773.52	20	Canada		15,470.40	
WinRmtDsktpSrvcsCAL ALNG SA MVL	6VC-01254	28.56	110	Canada		3,141.60	
UsrCAL							
WinSvrDCCore ALNG SA MVL 16Lic CoreLic	9EA-00273	1,328.28	2	Canada		2,656.56	
WinSvrExtCann ALNG SA MVL	R39-00396	435.60	2	Canada		871.20	
WinSvrSTDCore ALNG SA MVL 16Lic CoreLic	9EM-00267	209.64	31	Canada		6,498.84	
WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	9EM-00270	26.64	1	Canada		26.64	
Total Year 3 Payment						40,100.88	
Invoice Date: 2nd Anniversary Date							
TOTAL SECTION 1 VALUE YEARS 1 - 3						120,302.64	

SECTION 2 - Monthly Subscriptions									
					Pricing & Usage Year 1				
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (CAD)	License Quantity	Usage Country	Extended Amount (CAD)
<b>Enterprise</b>									
M365 E3 FromSA Unified ALNG SubsV/L MVL PerJsr 2021 Promo	AA-J-57471	Adjustable	4/1/2021	Monthly	12	24.60	675	Canada	199,260.00
<b>Additional Products</b>									
Azure prepayment	6QK-000001	Adjustable	4/1/2021	Monthly	12	128.00	1	Canada	1,536.00
ExchgOnlnPlan2 ShrdSvr ALNG SubsV/L MVL PerJsr	TQA-00001	Adjustable	4/1/2021	Monthly	12	7.66	120	Canada	11,030.40
Total Year 1 Payment									211,826.40
Invoice Date: Enrollment Effective Date or if received after Enrollment Effective Date upon our acceptance									
					Pricing & Usage Year 2				
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (CAD)	License Quantity	Usage Country	Extended Amount (CAD)
<b>Enterprise</b>									
M365 E3 FromSA Unified ALNG SubsV/L MVL PerJsr 2021 Promo	AA-J-57471	Adjustable	-	Monthly	12	24.60	675	Canada	199,260.00
<b>Additional Products</b>									
Azure prepayment	6QK-000001	Adjustable	-	Monthly	12	128.00	1	Canada	1,536.00
ExchgOnlnPlan2 ShrdSvr ALNG SubsV/L MVL PerJsr	TQA-00001	Adjustable	-	Monthly	12	7.66	120	Canada	11,030.40
Total Year 2 Payment									211,826.40
Invoice Date: 1st Anniversary Date									

Pricing & Usage Year 3							
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (CAD)	License Quantity
Enterprise M365 E3 FromSA Unified ALNG Subs\VL MVL PerUsr 2021 Promo	AAJ-57471	Adjustable	-	Monthly	12	24.60	675
<b>Additional Products</b>							
Azure prepayment	6QK-000001	Adjustable	-	Monthly	12	128.00	1
ExchgOnnPlan2 ShrdSvr ALNG Subs\VL MVL PerUsr	TQA-000001	Adjustable	-	Monthly	12	7.66	120
Total Year 3 Payment						211,826.40	
Invoice Date: 2nd Anniversary Date							
<b>TOTAL SECTION 2 VALUE YEARS 1 - 3</b>						<b>635,479.20</b>	
<b>TOTAL DEAL VALUE YEARS 1 - 3</b>						<b>755,781.84</b>	

Future Pricing					
Enterprise Products		Part Number		Pricing Information	
Product Description				Net Unit Price (CAD)	
<b>True-Ups - Enterprise Products</b>				Year 1 - Payment 1	Year 2 - Payment 1
OfficeProPlus ALNG LicSAPk MVL Platfrm	269-12445			601.08	500.04
WINENTperDVC ALNG UpgrdSAPk MVL Platfrm	KV3-00356			399.00	399.00
CoreCAL ALNG LicSAPk MVL Platfrm DvcCAL	W06-01063			216.36	173.88
				244.68	205.56
				166.44	
Enterprise Online Services		Part Number		Net Unit Price(CAD) / Month	
<b>Product Description</b>					
<b>Future Monthly - Enterprise Online Services</b>					
N365 E3 FromSA Unified ShrdSvr ALNG SubsVL MVL PerUsr	AAD-33200				30.74
Additional Products		Part Number		Pricing Information	
Product Description				Net Unit Price (CAD)	
<b>True-Ups</b>				Year 1 - Payment 1	Year 2 - Payment 1
PrtctPro ALNG LicSAPk MVL w1PrjctSvrCAL	H30-00237			1,539.12	1,280.40
VisoStd ALNG LicSAPk MVL	D86-01175			409.14	340.38
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302			5,028.00	4,254.48
WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL	6V/C-01252			185.40	156.84
WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	9EA-00271			8,633.58	7,305.30
WinSvrExtComm ALNG LicSAPk MVL	R39-00374			2,831.40	2,395.80
WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	9EM-00265			1,362.90	1,153.26
WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	9EM-00562			172.68	146.04
				119.40	
Additional Online Products		Part Number		Pricing Information	
Product Description				Net Unit Price (CAD)/ Month	
<b>Online Services</b>					
ExchgOnlinPlan2 ShrdSvr ALNG SubsVL MVL PerUsr	TQA-00001				7.66

Product Notes
<p><b>Note 1:</b> If the payment structure is changed, the list price may not reflect the actual list price but may be updated to reflect the payment structure chosen.</p>
<p><b>Note 2:</b> Purchase Orders should include taxes where applicable.</p>
<p><b>Note 3:</b> For Monthly Subscription Licenses, including Online Services, Total Extended Amount will be calculated to reflect Monthly Net Unit Price multiplied by Months Remaining multiplied by License Quantity. If the Usage Date changes to a later date which impacts Months Remaining, this Extended Amount will be used to reflect this proration for any month invoiced after the 15th of that month. The Usage Start Date only applies to the initial Pricing and Usage period. Subsequent Pricing and Usage periods align to continue coverage until the end of the subscription term.</p>
<p><b>Note 4:</b> True-ups are only applicable to Enterprise Products, eligible Enterprise Online Services and Additional Products (including eligible Online Services but not Service Offerings).</p>
<p><b>Note 5:</b> Future Monthly Subscription pricing is expressed in monthly terms to support pro-ration of months remaining in the Enrollment based on usage date of order. Online Services must be ordered prior to deployment, except where permitted through License Reservation for those Online Services eligible for the true-up or annual order process.</p>
<p><b>Note 6:</b> For Online Services eligible for true-up or annual order processes, the true-up or annual order must reflect the date of any License Reservations. License Reservations are available through the Volume Licensing Service Center at: <a href="http://www.microsoft.com/licensing/servicecenter/default.aspx">http://www.microsoft.com/licensing/servicecenter/default.aspx</a>.</p>
<p><b>Note 7:</b> The AppFabric Cache part numbers are all priced and reported in discrete 128 MB increments, regardless of the actual size of the cache. For example, if Enrolled Affiliate's Enterprise utilizes a 1 GB cache for a complete month, Enrolled Affiliate &lt;Reseller for Indirect&gt; will be charged eight times the Monthly Net Unit Price. Similarly, if Enrolled Affiliate's Enterprise utilizes a 4 GB cache for an entire month, Enrolled Affiliate &lt;Reseller for Indirect&gt; will be charged 32 times the Monthly Net Unit Price.</p>

**Note 8:** For individual Microsoft Azure Services, Microsoft may lower prices during the Enrollment term. If Customer Price Sheet indicates a higher price than the then-current price, Microsoft may give the lower price(s) during the period they are in effect. The lower price(s) will be indicated in the applicable price list for the Enterprise offering and on the Microsoft Azure Enterprise Portal.

**Note 9:** For on-premises Subscription Licenses, trial-up order must reflect the correct Usage Date when incremental Product quantity was first used or Qualified Devices/Users (if applicable) were added.

**Note 10: Microsoft Professional Services:** If no Professional Services support SKU is listed on this Price Sheet, Customer acknowledges that such support is not included in this Enterprise Agreement.

**Note 11:** The purchase of Services for which Enrolled Affiliate is invoiced under these terms and conditions is strictly at Enrolled Affiliate's option. Enrolled Affiliate understands there is no obligation to purchase Services from Microsoft. Enrolled Affiliate further understands that the price of Services purchased from Microsoft is the same regardless of whether Customer chooses to license Microsoft software under Customer's Enterprise Agreement or through any other Microsoft Services channel.

**Note 12:** In some cases, more than one Product can have the same higher edition. You may therefore see the same SKU listed twice with different prices in the Future Pricing section of your CPS. In such cases, Microsoft will grant you the lower of the two future prices listed for any future purchases.

**Note 13:** For Monthly Subscription Licenses, including Online Services, Total Extended Amount will be prorated to reflect Monthly Unit Price multiplied by Months Remaining multiplied by License Quantity. If the Usage Date changes to a later date which impacts Months Remaining, this Extended Amount will be reduced to reflect this proration.

## Terms and Conditions

Unless otherwise indicated on the Customer Price Sheet, Microsoft will invoice Enrolled Affiliate in 3 equal annual installments. The first installment will be invoiced upon acceptance of the Enrollment, and thereafter on the anniversary of the Enrollment.

**Delivery and Payment Terms:** Subject to Microsoft's review of Enrolled Affiliate's financial condition and overall creditworthiness, all amounts will be due and owing within 30 calendar days of the date of Microsoft's invoice. This payment due date is specified on the invoice. The terms of any extension of credit under this Enrollment may be revised or withdrawn at any time upon Microsoft's written notice and non-payment within payment terms may result in the Enrolled Affiliate's Enrollment being placed on hold or terminated. Microsoft may, at its option, assess a finance charge of the lesser of 1% per month, or part thereof, or the highest amount allowed by law on all past due amounts from the first day the amount is past due until the amount is paid in full, and will be payable on demand. Enrolled Affiliate must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions Microsoft provides on its invoice to Enrolled Affiliate.

**PLEASE NOTE:** At the start of each term of an Enrollment, price levels are established for that term based upon terms in the applicable Agreement and Enrollment. For Direct Enrollments, final pricing is established by the licensing Microsoft affiliate based on the applicable price levels and other factors. For Indirect Enrollments, final pricing is established by the Customer's reseller based on the applicable price levels and other factors. Therefore, Customers should not expect to receive the same pricing across different Enrollment models (Direct and Indirect). If an Affiliate is not included under this Enrollment, but signs a separate Enrollment, that Affiliate may be subject to pricing other than what has been established in this Enrollment. While the payment on an initial order and any order for Online Services may be spread annually across the term of the Enrollment, any subsequent additional product and true-up orders for License & Software Assurance are invoiced in total unless otherwise specified.

Method for determining Enrolled Affiliate's price levels is described in the Agreement and Enrollment.

The Customer Price Sheet is confidential between the licensing Microsoft Affiliate and Enrolled Affiliate. However, Enrolled Affiliate must provide the signed final Customer Price Sheet to Enrolled Affiliate's Software Advisor. The Software Advisor will in turn submit the Customer Price Sheet along with the complete and signed Enrollment to the Microsoft Affiliate to process for billing.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2021-53**

**INTERIM TAX:** A by-law to amend Interim Tax By-law 2021-2.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

**1. BY-LAW AMENDED**

Interim Tax By-law 2021-2 is amended by waiving the property tax interest and penalty provisions until June 30, 2021.

**2. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of March, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-54**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Heritage, Sport, Tourism and Culture Industries for the Reconnect Festival and Event Program grant.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated August 12, 2020 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Heritage, Sport, Tourism and Culture Industries, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Reconnect Festival and Event Program grant.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of March, 2021.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

**ONTARIO TRANSFER PAYMENT AGREEMENT**  
**Reconnect Festival and Event Program 2020-2021**  
**Case # 2020-11-1-1465349934**

**THE AGREEMENT** is effective as of the 12th day of August, 2020

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Heritage, Sport, Tourism and  
Culture Industries**

(the “**Province**”)

- and -

**The Corporation of the City of Sault Ste. Marie**  
(the “**Recipient**”)

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this 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 The agreement, together with:

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; and  
any amending agreement entered into as provided for in section 4.1,

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) Her Majesty the Queen 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; and
- (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.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by Minister of Heritage,  
Sport, Tourism and Culture Industries**

---

Date

Debbie Jewell  
Director  
Investment and Development Office

**The Corporation of the City of Sault Ste. Marie**

---

Date

Name: Christian Provenzano  
Title: Mayor of Sault Ste. Marie

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Date

Name: Rachel Tyczinski  
Title: City Clerk

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 A13.1.

**“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.

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

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds 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 A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

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

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

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

**“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 authority 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, Article A12.0, or Article A13.0.

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

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan

- attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient 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 as the Province may request 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;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section A12.1.

**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 or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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

financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

**A4.6 Rebates, Credits, and Refunds.** The Ministry 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:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

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

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

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 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 to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

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

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four (24) hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and

- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.
- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.6 **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 otherwise directed by the Province, the Recipient will:
- (a) acknowledge the support of the Province for the Project; and
  - (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.
- A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- ## A9.0 INDEMNITY
- A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.
- ## A10.0 INSURANCE
- A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary

and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

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

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

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**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 at least thirty (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 TERMINATION WHERE NO APPROPRIATION

- A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, 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 permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

- A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

- A13.1 **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 material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Project;
    - (ii) use or spend Funds; or
    - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
  - (b) the Recipient's operations, its financial condition, or its organizational

structure, 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; or
- (d) the Recipient ceases to operate.

**A13.2 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; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(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.

**A13.4 Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

## **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **A16.0 DEBT DUE AND PAYMENT**

**A16.1 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 an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

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

- an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

- A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A17.0 NOTICE

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by e-mail, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.
- A17.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
  - (b) in the case of e-mail, personal delivery, or fax, one (1) Business Day after the Notice is delivered.
- A17.3 **Postal Disruption.** Despite section A17.2(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 e-mail, personal delivery, or fax.

## A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement,

it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## A19.0 SEVERABILITY OF PROVISIONS

- A19.1 **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. Any invalid or unenforceable provision will be deemed to be severed.

## A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## A21.0 INDEPENDENT PARTIES

- A21.1 **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.

## A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## A23.0 GOVERNING LAW

- A23.1 **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.

## A24.0 FURTHER ASSURANCES

**A24.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise 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.

## **A25.0 JOINT AND SEVERAL LIABILITY**

**A25.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

**A26.1 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.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A27.1 Other Agreements.** If the Recipient:

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

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

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article

A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

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

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<b>Maximum Funds</b>	\$16,385.00
<b>Expiry Date</b>	August 27, 2021
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000
<b>Insurance</b>	\$2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Ministry of Energy, Northern Development and Mines 70 Foster Drive. Suite 200 Sault Ste. Marie, ON P6A 6V8 Attention: Mark Melisek Email: mark.melisek@ontario.ca Phone: 705.254.9305
<b>Contact information for the purposes of Notice to the Recipient</b>	Virginia McLeod Manager of Recreation and Culture 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 v.mcleod@cityssm.on.ca 705-971-8913
<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>	Shelley Schell Chief Financial Officer/City Treasurer 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 v.mcleod@cityssm.on.ca s.schell@cityssm.on.ca 705-759-5355

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

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### **PROJECT BACKGROUND**

The Province will provide Maximum Funds of up to \$16,385.00 to the Recipient to support Sault Ste. Marie’s Winter Lights Tour to be held City of Sault Ste. Marie, Ontario, Canada.

### **PROJECT OBJECTIVE**

The Recipient anticipates that Sault Ste. Marie Winter Lights Tour will achieve the performance metrics as laid out in the project application, and as to be reported on in the final report.

### **PROJECT SCOPE**

The Sault Ste. Marie Winter Lights Tour is a 10-day, 10 site outdoor lights, projection, public art and community programming tour located in the Sault Ste. Marie downtown and waterfront area that runs from Dec 21 - Jan 21, 2020, with programming, activities and displays run daily from 11 am to 8 pm. The event will feature the work of over 10 local artists, arts organizations and community groups in addition to the various City lighting displays. All display sites and activities will observe COVID Health protocols.

This Project will utilize Reconnect funds to support the creation of public art displays, programming and activities by local artists and/or arts orgs; security to monitor, activate/deactivate exhibits and monitor/enforce COVID Health protocols; productions costs for COVID signage and instructional materials for all sites and activities during the project and operating expenses directly related to the event.

The Project will have the following components:

List all of the elements of the Reconnect project with specifics that cover the Reconnect funded expenses:

#### **Artists and Programming**

- Fabric Public Art Installations - Bondar Pavilion/ Ermatinger Site - Thinking Rock Community Arts - 3 artists - artist fees and materials \$1,784.30.
- Norval Morrisseau Animated Projection Exhibit - Bondar Pavilion - Algoma Fall Festival, Art Gallery of Algoma, Greg Marshall and Equipment World - Animated content fee \$1,500/ Digital Technician \$2,180/ Lift & Fencing rental \$1,500.26 - Total \$5,180.26.
- Indigenous Art Installation - Bondar Pavilion - Indigenous Friendship Centre & artist Thomas Sinclair - Artist fees for sculpture \$1,500
- Mandalla Hoop/Pom Pom Art Installation - Clergue Park by Art Gallery - Various artists - Artist fees \$1,500

- Story Book Trail Art Installation - Clergue Park - Algoma University & Artist Annie King - Student and artist fees \$1,500 + Materials \$412.00 – Total \$1,912.00
- Author Showcase Projection Exhibit - SSM Library - Borderline Radio Soo - Production of projection show for local author promos - Production fees \$884.96
- Local Musician Showcase - Bondar Pavilion/Clergue Park Skating Rink - Borderline Radio Soo - Production of looping musical programming featuring local musicians - Production fees \$1,769.91
- Total \$14,531.43

### **Art Installation Lights**

This includes lighting that is an integral component of the art installations i.e. lights are part of, or are the art pieces:

- Sites 1-5: Bondar Pavilion, Foster Drive Marina, Civic Centre, Roswell Park - Various Lighting Art Installations \$7,650, Site 6-8: Clergue Park, SSM Library - Various Lighting Art Installations \$2,034.99 and Site 10: Paul Mall Alley Site Installation - Various Lighting Art Installations \$ \$2,362.35
- Total \$12,047.34

### **Security/Staffing/Contracted Services**

Including monitoring, activation/deactivation and COVID restriction enforcement at all sites – Event Security - \$719, Event Staff (non-permanent) - \$2,163.21 and Electrician for hook ups of lighting - \$527.15

- Total \$3,409.36

### **Operating Expenses related to event**

- Lift Rental - Site #10 set-up - \$240.00
- Decorations/frames for Storybook Trail \$1025.87
- Storybook Trail – copyright, printing of Story Pages and COVID Signage \$850
- Event supplies – cable ties, tarps, spray paint, extension cord, flashlight, safety salt, path markers \$565.99

Total \$2781.86

Grand Total \$32,769.99

### **TIMELINES**

The Project ran from 12/21/2020 to 01/01/2021

## **SCHEDULE “D” BUDGET**

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### **Project Support**

The Province will provide Maximum Funds of up to \$16,385.00 to the Recipient to carry out Sault Ste. Marie Winter Lights Tour.

These Funds may be used to support the Project’s expenses as detailed in Table 1, for eligible expenses incurred from August 12, 2020 through March 31, 2021.

Funding will not exceed the Maximum Funds and funding will not exceed the lesser of the following:

- 50% of total cash operating expenses, or
- Total eligible expenses

Any expenses for which you are requesting funding must be eligible expenses according to the list of eligible and ineligible expenses below the table, and not funded by any other funding source.

The Recipient’s Project/Event cash operating expenses are detailed in the table that follows:

**Table 1 - Project/Event Cash Operating Expenses**

Table 1- Project/Event Cash Operating Expenses

Expense Item	A - Event Cash Operating Expenses	B - Reconnect Funding
<b>Programming and Production</b>		
Artist Fees/Production/Technicians/Equipment	\$14,531.43	\$7,265.72
Art Installation Lights \$12,047.34	\$12,047.34	\$6,023.67
Non-Art Lighting \$3,958.07 (ineligible)	\$3,958.07	\$0
<b>Site/Event Logistics</b>		
Operating expenses, security and event staffing	\$6,191.22	\$3,095.61

Equipment for Event (Cable mats, warming hut for staff)	\$1,202.60	\$0
<b>Staffing and Administration</b>		
Staffing	\$16,312.42	\$0
Mileage	\$94.61	\$0
<b>Total</b>	<b>\$54,337.69</b>	<b>\$16,385.00</b>

## NOTE

As part of the Final Report requirements detailed in Schedule “F”, the Recipient is required to report on actual Project/Event total cash operating expenses and revenues.

Decreases to the Project/Event total cash operating expenses or eligible expenses may result in an adjustment to the Maximum Funds listed under this Transfer Payment Agreement.

Maximum Funds that the Province will provide to the Recipient under the Agreement may be adjusted accordingly as per Article 4, Section 2C.

## Eligible Expenses

- Performance and appearance fees paid to artists, musicians, other entertainers and presenters, including travel, accommodation and booking costs.
- Programming costs, including interactive, experiential and/or accessible programming.
- Production costs, including audio and visual support (e.g., rental of sound and lighting equipment and rental of event venue).
- Placement of targeted paid advertising (e.g., broadcast, digital, print, social).
- Purchase of out-of-home advertising space (e.g., billboard, transit shelter).
- Geo-targeted digital and social media advertising buys.
- Distribution costs for printed materials (printing costs are ineligible).
- Wages for temporary event/project staff.
- Site/visitor services.
- Event security.
- Accessibility services and improvements to comply with the [Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#). Examples include construction of temporary accessibility improvements for visitors such as ramping, accessible viewing areas, etc.
- Mobile application and website development and upgrades if promoting or supporting the event.

- Fees paid to consultants to assist with pivoting to alternate service delivery model (details and justification for expense required).
- Costs related to strengthening health and safety measures at the event (e.g. masks for attendees and staff, screening tools, costs related to communication to public of health and safety measures, etc.). Consultant fees related to this expense are eligible.
- Other costs deemed reasonable.

### **Ineligible Expenses**

- Administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, computers, utilities, maintenance costs) and any other operational expenses related to an organization's ongoing activities.
- Salaries, travel costs and expenses (meal, etc.) for permanent staff.
- Travel costs and expenses (meal, etc.) for temporary event/project staff (including contractors).
- Hospitality costs, excluding those for artists, performers and presenters.
- Volunteer costs, other than those specifically for training for the event.
- Event hosting licensing fees/bid fees.
- Permit and licensing fees.
- Membership and subscription fees.
- Translation costs.
- Insurance costs.
- Legal, audit or interest fees.
- Budget deficits.
- Marketing creative, production or staff costs.
- Printing of publications, production of television programming, digital assets, videos, DVDs, USB keys.
- Promotion-based activities, booking/packaging costs, media familiarization tours, hosting/payment to media/bloggers.
- Alcohol or cannabis-related products.
- Capital costs (e.g., construction materials, motorized vehicles, land acquisition, purchase of equipment, stages, fixed or portable seating, computers/notebooks, depreciable assets).
- Capital repayments.
- Repayments to other funding programs.
- Competition prizes, prize money, and monies paid to competition participants as well as awards, trophies and medals.
- Any costs for gifts, gratuities, honoraria or other items of personal benefit.
- Harmonized Sales Tax or refundable expenses (e.g., security deposits).
- Any costs incurred for events held outside Ontario.
- Any expenses that will be covered by in-kind revenues or in-kind services or funded by another source.
- Any costs related to transactions by organizations directly affiliated with the applicant or between enterprises under common ownership or control.
- Any expenses not directly paid by the Recipient organization (i.e. by the organization directly receiving the funding under this program).



## **SCHEDULE "E" PAYMENT PLAN**

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The Province will provide Maximum Funds in up to two installments, as outlined in the following table:

<b>PAYMENT DATE OR MILESTONE</b>	<b>AMOUNT</b>
Upon signature of this Agreement by both parties.	<b>\$11,470.00</b>
Upon submission of the Project Final Report by <b>May 28, 2021</b> , provided the Province is satisfied with the completed Final Report.	<b>\$4,915.00</b>

## SCHEDULE “F” REPORTS

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Name of Report	Due Date
Project Final Report	<b>May 28, 2021</b>

### **FINAL REPORT REQUIREMENTS**

All required documents must be submitted into [Transfer Payment Ontario](#) as follows:

1. **Completed Reconnect Festival and Event Program - Final Report Template**  
– Download the document from the case file in Transfer Payment Ontario and upload the final completed version.
2. **Confirmation of Actual Expenses** – Template provided by the Ministry in the Reconnect Project Information document.
3. **Summary of Invoices for the Reconnect Festival and Event Program funded costs** – The summary should include the date of the invoice, the amount (not including tax), the payee and the description of expenses. Copies of invoices are not required unless requested. A suggested format in a template will be provided by the Ministry.
4. **Reports and/or Publications produced as part of your event** - Including media summaries, visitor surveys that support performance metrics reported in your final report, if applicable.
5. **Financial Statements as follows:**

For recipients of funding less than \$100,000:

- In a template provided by the Ministry, a board-endorsed or treasurer-certified financial statement exhibiting the total event/initiative’s cash operating revenues and expenses. The template must also clearly outline the amount of the Reconnect Festival and Event Program grant and the expenses funded. Expenses must be incurred from Aug. 12, 2020 – March 31, 2021.
- The template will include the requirement for sign-off by the recipient’s Chief Financial Officer or most senior official confirming that the funding was used only for eligible expenses. The Chief Financial Officer or most senior official must attest to the following as part of the templated financial statement:

"In our opinion, the statement of revenues and expenditures for the Reconnect Festival and Event Program project expenses, accurately represents and is prepared, in all material aspects, in accordance with the reporting provisions of the Agreement between The Corporation of the City of Sault Ste. Marie and the Ministry of Heritage, Sport, Tourism and Culture Industries, as represented by Her Majesty the Queen in right of Ontario and dated August 12, 2020".

**6. Any other details or documents** that may be requested by the Province.

Final payments cannot be processed without completion of all final reporting requirements and a valid Certificate of Insurance on file.

Grant recipients are required to meet their obligations under *the Public Sector Salary Disclosure Act, 1996* if applicable.

Records of revenues, purchases, and expenses for your grant must be kept and made available for at least seven (7) years. The Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario). Any information provided to the Province in connection with your grant or otherwise in connection with your TPA may be subject to disclosure in accordance with that Act.

\*\*\*\*\*End of document\*\*\*\*\*

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-55**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for confirming the City of Sault Ste. Marie's interest in participation in SRA Phase 2 funding.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for confirming the City of Sault Ste. Marie's interest in participation in SRA Phase 2 funding.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of March, 2021

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**TRANSFER PAYMENT AGREEMENT  
FOR THE SAFE RESTART AGREEMENT (SRA) –  
PHASE 2 MUNICIPAL TRANSIT FUNDING**

**THIS TRANSFER PAYMENT AGREEMENT** for the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding (the “Agreement”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario** as represented by the Minister of Transportation for the Province of Ontario  
  
(the “**Province**”)

**- and -**

**The Corporation of the City of Sault Ste. Marie**  
  
(the “**Recipient**”)

**BACKGROUND:**

The Government of Canada (“Canada”) announced, on July 16, 2020, \$1 billion in federal funding under the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures in order to help the province restart the economy, while making Canada more resilient to possible future waves of the COVID-19 pandemic.

Under the SRA, the Province of Ontario has agreed to provide up to \$1 billion to cost-match the federal funding for a total of up to \$2 billion in funding to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures.

The Province has provided SRA funding to the Recipient in September 2020 (Phase 1) and will provide the remainder of the Recipient’s allocated SRA funding in Phase 2.

The funding for Phase 1 was intended to offer the Recipient immediate assistance towards additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

The funding for Phase 2, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the Financial Impacts (as defined in section 1.2 (Definitions)) the Recipient has incurred during the Eligibility Period (as defined in section A1.2 (Definitions)).

## **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 and Sub-schedule to the Agreement.** The following schedules and sub-schedule form part of the Agreement:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Contact Information and Authorized Representatives  
Schedule "C" - Eligible Expenditures and Ineligible Expenditures  
Schedule "D" - Claim and Attestation Submission, Supporting Documentation and Payment Procedures  
Sub-schedule "D.1" - Claim and Attestation Form.

- 1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) 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 any of the requirements of:
- (a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency; or
  - (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

### **3.0 COUNTERPARTS**

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.**
- (a) The Agreement may:

- (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
  - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

## **4.0 AMENDING THE AGREEMENT**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

## **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
- (a) the Funds are to assist the Recipient with the Financial Impacts of the COVID-19 pandemic on the Recipient's transit system and not to provide goods or services to the Province;
  - (b) the Province is not responsible for the Recipient's transit system, including any Financial Impact; and
  - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF ONTARIO**, represented by the  
Minister of Transportation for the Province of Ontario

---

Date

Name: Caroline Mulroney  
Title: Minister

**THE CORPORATION OF THE CITY OF SAULT  
STE. MARIE**

---

Date

Name: Christian Provenzano  
Title: Mayor

I have authority to bind the Recipient.

---

Date

Name: Rachel Tyczinski  
Title: City Clerk

I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### A1.0 INTERPRETATION AND DEFINITIONS

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

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

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

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system, any Financial Impact, or the Agreement.

**“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.

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

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

**“Eligible Expenditures”** means the costs of the Financial Impacts that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

**“Eligibility Period”** means the period starting on or after October 1, 2020 and ending on or before March 31, 2021.

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

**“Expiry Date”** means March 31, 2022.

**“Financial Impacts”** means the net revenue losses and additional net operating and capital costs the Recipient has incurred in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic.

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

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

**“Ineligible Expenditures”** means the costs that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

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

**“Low-performing Route”** means any bus route deemed by a Recipient as not meeting service objectives or where service has been reduced or cancelled for not meeting service objectives.

**“Maximum Funds”** means \$1,530,408.

**“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 paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediying).

**“On-demand Microtransit”** means small scale, flexible transportation services where rides are ordered on-demand.

**“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 Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

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

**“Reports”** means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

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

**“SRA Phase 1 Contribution”** means the funding for the SRA Phase 1 the Province provided to the Recipient in September 2020 and that is further described in the 4<sup>th</sup> paragraph of the Background to the Agreement.

## A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient’s transit system, Financial Impacts, and the Funds;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and

- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures within the Eligibility Period, all in a timely manner;
- (c) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

### 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 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default).

## **A4.0 FUNDS**

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

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient 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 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfills the special conditions listed in section A27.1 (Special Conditions);
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of one or more of the following events:
  - (i) of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission); and
  - (ii) the SRA Phase 1 Contribution funding provided to the Recipient exceeds the additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

**A4.3 Use of Funds.** The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 **SRA Phase 1 Contribution, Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual losses or costs to the Recipient for the Financial Impacts, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, SRA Phase 1 Contribution, a rebate, credit or refund.

A4.5 **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.

A4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

## **A5.0 RECIPIENT'S DISPOSAL OF ASSETS**

A5.1 **Disposal.** The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

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

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement or the Financial Impacts and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
  - (a) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Eligible Expenditures claimed under the Agreement, the Financial Impacts or the use of the Funds.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (a) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

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

**A7.1 Province Includes.** For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), “Province” includes any auditor or representative the Province may identify.

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

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

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

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts.

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; and
- (b) the Recipient's allocation and expenditure of the Funds.

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

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

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

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

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

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act (Ontario)*.

## **A8.0 COMMUNICATIONS REQUIREMENTS**

- A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:
- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
  - (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.

- A8.2 Request from the Province in Respect of Communications Activities.** The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

## **A9.0 INDEMNITY**

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

## **A10.0 INSURANCE**

- A10.1 Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Financial Impacts or the Agreement.

## **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 at least 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 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

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

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

**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) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) 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;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) 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 Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A12.4 Recipient not Remedyng.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), 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 paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

**A12.5 When Termination Effective.** Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

## **A13.0 FUNDS UPON EXPIRY**

**A13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and SRA Phase 1 Contribution and related interest remaining in its possession or under its control.

## A14.0 DEBT DUE AND PAYMENT

**A14.1 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 an amount equal to the excess Funds to the Province.

**A14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or SRA Phase 1 Contribution, or an amount equal to any Funds or SRA Phase 1 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt 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.

**A14.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A14.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Contact Information and Authorized Representatives).

**A14.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A15.0 NOTICE

**A15.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule "B" (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

**A15.2 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; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A15.3 Postal Disruption.** Despite paragraph A15.2(a), in the event of a postal disruption:

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

## **A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A16.1 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.

## **A17.0 SEVERABILITY OF PROVISIONS**

**A17.1 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.

## **A18.0 WAIVER**

**A18.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

**A18.2 Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

## **A19.0 INDEPENDENT PARTIES**

**A19.1 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.

## **A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A20.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A20.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

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

## **A21.0 GOVERNING LAW**

**A21.1 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.

## **A22.0 FURTHER ASSURANCES**

**A22.1 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.

## A23.0 JOINT AND SEVERAL LIABILITY

**A23.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## A24.0 RIGHTS AND REMEDIES CUMULATIVE

**A24.1 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.

## A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

**A25.1 Other Agreements.** If the Recipient:

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

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

## A26.0 SURVIVAL

A26.1 **Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-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 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (SRA Phase 1 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

## A27.0 SPECIAL CONDITIONS

A27.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
  - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
  - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and
  - (iii) the reporting form required for Phase 1 with the details on the use of the SRA Phase 1 Contribution and a forecast of Eligible Expenditures for the Eligibility Period; and
- (b) the Recipient, together with its claim for payment and to promote ridership growth and transit sustainability objectives, providing the Province with an attestation that the Recipient:

- (i) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
- (ii) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes or cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
- (iii) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
- (iv) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
- (v) has requested in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A27.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A12.4 (Recipient Not Remediying).

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Strategic Investments Office  Ministry of Transportation  777 Bay, 30th Floor  Toronto, ON  M7A 2J8</p> <p><b>Attention:</b> Kevin Dowling, Manager, Strategic Investments Office</p> <p><b>Phone:</b> (416) 859-7912  <b>Email:</b> kevin.dowling@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> 111 Huron Street  Sault Ste. Marie, ON  P6A 5P9</p> <p><b>Attention:</b> Nicole Maione, Manager of Transit and Parking</p> <p><b>Phone:</b> (705) 759-5434  <b>Email:</b> n.maione@cityssm.on.ca</p>
<b>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</b>	<p><b>Address:</b> 99 Foster Drive  Sault Ste. Marie, ON  P6A 5X6</p> <p><b>Attention:</b> Shelley Schell, Chief Financial Officer/City Treasurer</p> <p><b>Phone:</b> (705) 759-5355  <b>Email:</b> s.schell@cityssm.on.ca</p>
<b>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</b>	<p><b>Position:</b> Director,  Municipal Programs Branch,  Ministry of Transportation</p>
<b>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</b>	<p><b>Position:</b> City Clerk</p>

## **SCHEDULE “C” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**C1.0 Definitions.** In this Schedule “C” (Eligible Expenditures and Ineligible Expenditures), the following terms will have the following meanings:

**“MTEC”** means the Municipal Transit Enhanced Cleaning (MTEC) funding provided to Ontario municipalities for costs incurred related to the enhanced cleaning of transit vehicles and any other public and non-public facing transit assets resulting from the COVID-19 pandemic.

**“Operating Budget”** means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001*.

### **C2.0 ELIGIBLE EXPENDITURES**

**C2.1 Scope of Eligible Expenditures.** Eligible Expenditures include, at the Province’s sole discretion, the following Financial Impacts incurred during the Eligibility Period:

#### **Revenue Losses**

- (a) The following revenue losses measured against the Operating Budget (i.e., (revenue amount in the Operating Budget minus the actual revenue amount during the Eligibility Period) minus the non-COVID-19 pandemic revenue amount = the eligible revenue loss amount), that, in the opinion of the Province, the Recipient properly and reasonably incurred as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
  - (i) farebox revenue losses;
  - (ii) advertising revenue losses;
  - (iii) parking revenue losses;
  - (iv) contract revenue losses; and
  - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

## **Operating Costs**

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
  - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
  - (iii) costs associated with vehicle maintenance;
  - (iv) costs associated with transit facilities;
  - (v) costs resulting from existing contracts with expanded scope/new contracts;
  - (vi) employee related costs (i.e., salaries, wages, benefits);
  - (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
  - (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
  - (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

## **Capital Costs**

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
- (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
  - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and

- (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

## C3.0 INELIGIBLE EXPENDITURES

- C3.1 **Scope of Ineligible Expenditures.** Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C2.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:
- (a) costs incurred outside of the Eligibility Period;
  - (b) costs not paid prior to having been submitted to the Province for payment;
  - (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C2.1 (Scope of Eligible Expenditures);
  - (d) legal, audit, or interest fees;
  - (e) costs for which MTEC funds have been provided or claimed;
  - (f) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
  - (g) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
  - (h) refundable Harmonized Sales Tax or other refundable expenses; and
  - (i) any other cost which is not specifically listed as an Eligible Expenditure under section C2.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

**SCHEDULE “D”**  
**CLAIM AND ATTESTATION SUBMISSION,**  
**SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES**

**D1.0 CLAIM AND ATTESTATION**

- D1.1 **Claim and Attestation from the Recipient’s Senior Financial Official.** The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

**D2.0 SUPPORTING DOCUMENTATION**

- D2.1 **Report on Expenditures and Additional Report and Information.** The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:
- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
  - (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

**D3.0 PAYMENT PROCEDURES**

- D3.1 **Submission of Claim for Payment and Required Documentation.** The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives).
- D3.2 **Claim Payments.** Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.
- D3.3 **No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

**D3.4 No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule "B" (Contact Information and Authorized Representatives), or both.

**SUB-SCHEDULE “D.1”  
CLAIM AND ATTESTATION FORM**

**TO:** Ministry of Transportation  
Transportation Programs Office  
  
Attention: Manager, Transportation Programs Office  
  
Email: MTO-COVID\_Transit\_Funding@ontario.ca

**FROM:** **[Insert name of Recipient]**  
  
Attention: **[insert name and title of Recipient senior official]**  
  
Telephone No.: **[insert telephone number of Recipient senior official]**

**RE:** **Safe Restart Agreement – Phase 2 Municipal Transit Funding**

In the matter of the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the “Recipient”), on \_\_\_\_\_, \_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[insert the name and title of the Recipient’s senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

On the date set out below:

- 1) all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct.
- 2) the Recipient is in compliance with all the terms and conditions of the Agreement.;
- 3) the information in respect of the Eligible Expenditures that is contained in the attached Appendix A (Report on Expenditures) is true and correct.
- 4) the Eligible Expenditures claimed in the attached Appendix A (Report on Expenditures) have:
  - (a) in respect of the losses, been incurred during the Eligibility Period;

- (b) in respect of the operating and capital costs, been incurred during the Eligibility Period;
  - (c) have only been expended on Financial Impacts as defined in section A1.2 (Definitions) of the Agreement;
  - (d) have not been and will not be funded or reimbursed through any other funding program; and
  - (e) have not replaced the budgeted subsidy that the Recipient provides to transit operations.
- 5) the Recipient has not received and will not receive SRA Phase 1 Contribution, a rebate, credit or refund for any Eligible Expenditures claimed or, if it did, those were deducted from the Eligible Expenditures claimed.
- 6) the Recipient is in compliance with all of the reporting requirements of the Agreement.
- 7) the Recipient:
- (a) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
  - (b) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
  - (c) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
  - (d) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
  - (e) has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

By signing below, I hereby claim payment in the amount of \$ \_\_\_\_\_, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the Agreement.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

---

Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A**  
**FORM OF REPORT ON EXPENDITURES**  
**TO**  
**SUB-SCHEDULE “D.1” (CLAIM AND ATTESTATION FORM)**

<b>Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Expenditure Report for the Eligibility Period</b>	
<b>Date:</b>	
<b>Recipient's Name:</b>	
<b>Total Funds Allocated:</b>	
<b>Total Funds Claimed:</b>	
<b>Remaining Allocation:</b>	

See Schedule "C" (Eligible Expenditures & Ineligible Expenditures, including Articles C2.0 (Eligible Expenditures) & C 3.0 (Ineligible Expenditures) for details on Eligible Expenditures & Ineligible Expenditures		October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	[Note: If the Eligibility Period is extended pursuant to section 1.2 (Definitions) of the Agreement, add a new column for each additional month]	Total
Revenue Losses	Farebox								
	Advertising								
	Parking								
	Contracts (e.g., school)								
	Other Revenue <sup>1</sup>								
Operating Costs	Vehicle Cleaning <sup>2</sup>								
	Changes in Fuel Consumption								
	Vehicle Maintenance								
	Transit Facilities								
	Existing Contracts with Expanding Scope/New Contracts								
	Employee								
	Employee PPE								

	Communications							
	Other Operating Costs <sup>3</sup>							
Capital Costs	Driver Protection							
	Passenger Protection							
	Other Capital Costs <sup>4</sup>							
<b>Net Monthly Impact - Pressure/(Savings):</b>								
<b>Cumulative Impact - Pressure/(Savings):</b>								

<sup>1</sup>*Other revenue impacts beyond those listed above*

<sup>2</sup>*Cleaning costs beyond costs reimbursed through Municipal Transit Enhancement Cleaning funding*

<sup>3</sup>*Additional COVID related operating costs beyond those listed above*

<sup>4</sup>*See workbook tab and/or comments for details*

The Recipient attests to the following conditions from the drop-down menu, as outlined in Schedule A (General Terms and Conditions), paragraph 27.1(b) of the Transfer Payment Agreement,

Condition	Select
Has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items.	
Has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve low-performing, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews.	

Has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient.		
Has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience.		
Has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.		

**Results Achieved with Provincial Funding:**

**Additional Comments:**

**Conclusion:**

**Recommended for payment:**

---

**Date:**

**Recommended for payment:**

---

**Date:**

---

[insert/print the name and title of the Recipient's  
authorized representative]

---

[insert/print the name of the  
Director]  
Director, Ministry of Transportation

Schedule "A"

**TRANSFER PAYMENT AGREEMENT  
FOR THE SAFE RESTART AGREEMENT (SRA) –  
PHASE 2 MUNICIPAL TRANSIT FUNDING**

**THIS TRANSFER PAYMENT AGREEMENT** for the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding (the “Agreement”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario** as represented by the Minister of Transportation for the Province of Ontario  
  
(the “**Province**”)

**- and -**

**The Corporation of the City of Sault Ste. Marie**  
  
(the “**Recipient**”)

**BACKGROUND:**

The Government of Canada (“Canada”) announced, on July 16, 2020, \$1 billion in federal funding under the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures in order to help the province restart the economy, while making Canada more resilient to possible future waves of the COVID-19 pandemic.

Under the SRA, the Province of Ontario has agreed to provide up to \$1 billion to cost-match the federal funding for a total of up to \$2 billion in funding to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures.

The Province has provided SRA funding to the Recipient in September 2020 (Phase 1) and will provide the remainder of the Recipient’s allocated SRA funding in Phase 2.

The funding for Phase 1 was intended to offer the Recipient immediate assistance towards additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

The funding for Phase 2, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the Financial Impacts (as defined in section 1.2 (Definitions)) the Recipient has incurred during the Eligibility Period (as defined in section A1.2 (Definitions)).

## **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 and Sub-schedule to the Agreement.** The following schedules and sub-schedule form part of the Agreement:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Contact Information and Authorized Representatives  
Schedule "C" - Eligible Expenditures and Ineligible Expenditures  
Schedule "D" - Claim and Attestation Submission, Supporting Documentation and Payment Procedures  
Sub-schedule "D.1" - Claim and Attestation Form.

- 1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) 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 any of the requirements of:
- (a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency; or
  - (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

### **3.0 COUNTERPARTS**

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.**
- (a) The Agreement may:

- (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
  - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

## **4.0 AMENDING THE AGREEMENT**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

## **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
- (a) the Funds are to assist the Recipient with the Financial Impacts of the COVID-19 pandemic on the Recipient's transit system and not to provide goods or services to the Province;
  - (b) the Province is not responsible for the Recipient's transit system, including any Financial Impact; and
  - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF ONTARIO**, represented by the  
Minister of Transportation for the Province of Ontario

---

Date

Name: Caroline Mulroney  
Title: Minister

**THE CORPORATION OF THE CITY OF SAULT  
STE. MARIE**

---

Date

Name: Christian Provenzano  
Title: Mayor

I have authority to bind the Recipient.

---

Date

Name: Rachel Tyczinski  
Title: City Clerk

I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### A1.0 INTERPRETATION AND DEFINITIONS

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

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

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

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system, any Financial Impact, or the Agreement.

**“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.

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

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

**“Eligible Expenditures”** means the costs of the Financial Impacts that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

**“Eligibility Period”** means the period starting on or after October 1, 2020 and ending on or before March 31, 2021.

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

**“Expiry Date”** means March 31, 2022.

**“Financial Impacts”** means the net revenue losses and additional net operating and capital costs the Recipient has incurred in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic.

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

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

**“Ineligible Expenditures”** means the costs that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

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

**“Low-performing Route”** means any bus route deemed by a Recipient as not meeting service objectives or where service has been reduced or cancelled for not meeting service objectives.

**“Maximum Funds”** means \$1,530,408.

**“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 paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediying).

**“On-demand Microtransit”** means small scale, flexible transportation services where rides are ordered on-demand.

**“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 Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

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

**“Reports”** means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

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

**“SRA Phase 1 Contribution”** means the funding for the SRA Phase 1 the Province provided to the Recipient in September 2020 and that is further described in the 4<sup>th</sup> paragraph of the Background to the Agreement.

## A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient’s transit system, Financial Impacts, and the Funds;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and

- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures within the Eligibility Period, all in a timely manner;
- (c) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

### 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 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default).

## **A4.0 FUNDS**

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

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient 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 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfills the special conditions listed in section A27.1 (Special Conditions);
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of one or more of the following events:
  - (i) of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission); and
  - (ii) the SRA Phase 1 Contribution funding provided to the Recipient exceeds the additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

**A4.3 Use of Funds.** The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

**A4.4 SRA Phase 1 Contribution, Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual losses or costs to the Recipient for the Financial Impacts, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, SRA Phase 1 Contribution, a rebate, credit or refund.

**A4.5 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.

**A4.6 Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

## **A5.0 RECIPIENT'S DISPOSAL OF ASSETS**

**A5.1 Disposal.** The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

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

**A6.1 No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement or the Financial Impacts and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
  - (a) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Eligible Expenditures claimed under the Agreement, the Financial Impacts or the use of the Funds.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (a) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

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

**A7.1 Province Includes.** For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), “Province” includes any auditor or representative the Province may identify.

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

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

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

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts.

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; and
- (b) the Recipient's allocation and expenditure of the Funds.

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

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

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

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

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

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act (Ontario)*.

## **A8.0 COMMUNICATIONS REQUIREMENTS**

- A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:
- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
  - (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.

- A8.2 Request from the Province in Respect of Communications Activities.** The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

## **A9.0 INDEMNITY**

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

## **A10.0 INSURANCE**

- A10.1 Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Financial Impacts or the Agreement.

## **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 at least 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 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

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

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

**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) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) 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;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) 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 Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A12.4 Recipient not Remedyng.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), 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 paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

**A12.5 When Termination Effective.** Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

## A13.0 FUNDS UPON EXPIRY

**A13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and SRA Phase 1 Contribution and related interest remaining in its possession or under its control.

## A14.0 DEBT DUE AND PAYMENT

**A14.1 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 an amount equal to the excess Funds to the Province.

**A14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or SRA Phase 1 Contribution, or an amount equal to any Funds or SRA Phase 1 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt 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.

**A14.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A14.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Contact Information and Authorized Representatives).

**A14.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A15.0 NOTICE

**A15.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule "B" (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

**A15.2 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; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A15.3 Postal Disruption.** Despite paragraph A15.2(a), in the event of a postal disruption:

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

## **A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A16.1 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.

## **A17.0 SEVERABILITY OF PROVISIONS**

**A17.1 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.

## **A18.0 WAIVER**

**A18.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

**A18.2 Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

## **A19.0 INDEPENDENT PARTIES**

**A19.1 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.

## **A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A20.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A20.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

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

## **A21.0 GOVERNING LAW**

**A21.1 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.

## **A22.0 FURTHER ASSURANCES**

**A22.1 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.

## A23.0 JOINT AND SEVERAL LIABILITY

**A23.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## A24.0 RIGHTS AND REMEDIES CUMULATIVE

**A24.1 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.

## A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

**A25.1 Other Agreements.** If the Recipient:

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

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

## A26.0 SURVIVAL

A26.1 **Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-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 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (SRA Phase 1 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

## A27.0 SPECIAL CONDITIONS

A27.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
  - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
  - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and
  - (iii) the reporting form required for Phase 1 with the details on the use of the SRA Phase 1 Contribution and a forecast of Eligible Expenditures for the Eligibility Period; and
- (b) the Recipient, together with its claim for payment and to promote ridership growth and transit sustainability objectives, providing the Province with an attestation that the Recipient:

- (i) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
- (ii) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes or cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
- (iii) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
- (iv) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
- (v) has requested in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A27.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A12.4 (Recipient Not Remediying).

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Strategic Investments Office  Ministry of Transportation  777 Bay, 30th Floor  Toronto, ON  M7A 2J8</p> <p><b>Attention:</b> Kevin Dowling, Manager, Strategic Investments Office</p> <p><b>Phone:</b> (416) 859-7912  <b>Email:</b> kevin.dowling@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> 111 Huron Street  Sault Ste. Marie, ON  P6A 5P9</p> <p><b>Attention:</b> Nicole Maione, Manager of Transit and Parking</p> <p><b>Phone:</b> (705) 759-5434  <b>Email:</b> n.maione@cityssm.on.ca</p>
<b>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</b>	<p><b>Address:</b> 99 Foster Drive  Sault Ste. Marie, ON  P6A 5X6</p> <p><b>Attention:</b> Shelley Schell, Chief Financial Officer/City Treasurer</p> <p><b>Phone:</b> (705) 759-5355  <b>Email:</b> s.schell@cityssm.on.ca</p>
<b>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</b>	<p><b>Position:</b> Director,  Municipal Programs Branch,  Ministry of Transportation</p>
<b>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</b>	<p><b>Position:</b> City Clerk</p>

## **SCHEDULE “C” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**C1.0 Definitions.** In this Schedule “C” (Eligible Expenditures and Ineligible Expenditures), the following terms will have the following meanings:

**“MTEC”** means the Municipal Transit Enhanced Cleaning (MTEC) funding provided to Ontario municipalities for costs incurred related to the enhanced cleaning of transit vehicles and any other public and non-public facing transit assets resulting from the COVID-19 pandemic.

**“Operating Budget”** means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001*.

### **C2.0 ELIGIBLE EXPENDITURES**

**C2.1 Scope of Eligible Expenditures.** Eligible Expenditures include, at the Province’s sole discretion, the following Financial Impacts incurred during the Eligibility Period:

#### **Revenue Losses**

- (a) The following revenue losses measured against the Operating Budget (i.e., (revenue amount in the Operating Budget minus the actual revenue amount during the Eligibility Period) minus the non-COVID-19 pandemic revenue amount = the eligible revenue loss amount), that, in the opinion of the Province, the Recipient properly and reasonably incurred as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
  - (i) farebox revenue losses;
  - (ii) advertising revenue losses;
  - (iii) parking revenue losses;
  - (iv) contract revenue losses; and
  - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

## **Operating Costs**

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
  - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
  - (iii) costs associated with vehicle maintenance;
  - (iv) costs associated with transit facilities;
  - (v) costs resulting from existing contracts with expanded scope/new contracts;
  - (vi) employee related costs (i.e., salaries, wages, benefits);
  - (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
  - (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
  - (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

## **Capital Costs**

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
- (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
  - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and

- (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

## C3.0 INELIGIBLE EXPENDITURES

- C3.1 **Scope of Ineligible Expenditures.** Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C2.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:
- (a) costs incurred outside of the Eligibility Period;
  - (b) costs not paid prior to having been submitted to the Province for payment;
  - (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C2.1 (Scope of Eligible Expenditures);
  - (d) legal, audit, or interest fees;
  - (e) costs for which MTEC funds have been provided or claimed;
  - (f) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
  - (g) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
  - (h) refundable Harmonized Sales Tax or other refundable expenses; and
  - (i) any other cost which is not specifically listed as an Eligible Expenditure under section C2.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

**SCHEDULE “D”**  
**CLAIM AND ATTESTATION SUBMISSION,**  
**SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES**

**D1.0 CLAIM AND ATTESTATION**

- D1.1 **Claim and Attestation from the Recipient’s Senior Financial Official.** The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

**D2.0 SUPPORTING DOCUMENTATION**

- D2.1 **Report on Expenditures and Additional Report and Information.** The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:
- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
  - (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

**D3.0 PAYMENT PROCEDURES**

- D3.1 **Submission of Claim for Payment and Required Documentation.** The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives).
- D3.2 **Claim Payments.** Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.
- D3.3 **No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

**D3.4 No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule "B" (Contact Information and Authorized Representatives), or both.

**SUB-SCHEDULE "D.1"**  
**CLAIM AND ATTESTATION FORM**

**TO:** Ministry of Transportation  
Transportation Programs Office  
  
Attention: Manager, Transportation Programs Office  
  
Email: MTO-COVID\_Transit\_Funding@ontario.ca

**FROM:** **[Insert name of Recipient]**  
  
Attention: **[insert name and title of Recipient senior official]**  
  
Telephone No.: **[insert telephone number of Recipient senior official]**

**RE:** **Safe Restart Agreement – Phase 2 Municipal Transit Funding**

In the matter of the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the “Recipient”), on \_\_\_\_\_, \_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[insert the name and title of the Recipient's senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

On the date set out below:

- 1) all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct.
- 2) the Recipient is in compliance with all the terms and conditions of the Agreement.;
- 3) the information in respect of the Eligible Expenditures that is contained in the attached Appendix A (Report on Expenditures) is true and correct.
- 4) the Eligible Expenditures claimed in the attached Appendix A (Report on Expenditures) have:
  - (a) in respect of the losses, been incurred during the Eligibility Period;

- (b) in respect of the operating and capital costs, been incurred during the Eligibility Period;
  - (c) have only been expended on Financial Impacts as defined in section A1.2 (Definitions) of the Agreement;
  - (d) have not been and will not be funded or reimbursed through any other funding program; and
  - (e) have not replaced the budgeted subsidy that the Recipient provides to transit operations.
- 5) the Recipient has not received and will not receive SRA Phase 1 Contribution, a rebate, credit or refund for any Eligible Expenditures claimed or, if it did, those were deducted from the Eligible Expenditures claimed.
- 6) the Recipient is in compliance with all of the reporting requirements of the Agreement.
- 7) the Recipient:
- (a) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
  - (b) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
  - (c) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
  - (d) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
  - (e) has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

By signing below, I hereby claim payment in the amount of \$ \_\_\_\_\_, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the Agreement.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

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Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A**  
**FORM OF REPORT ON EXPENDITURES**  
**TO**  
**SUB-SCHEDULE “D.1” (CLAIM AND ATTESTATION FORM)**

<b>Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Expenditure Report for the Eligibility Period</b>	
<b>Date:</b>	
<b>Recipient's Name:</b>	
<b>Total Funds Allocated:</b>	
<b>Total Funds Claimed:</b>	
<b>Remaining Allocation:</b>	

See Schedule "C" (Eligible Expenditures & Ineligible Expenditures, including Articles C2.0 (Eligible Expenditures) & C 3.0 (Ineligible Expenditures) for details on Eligible Expenditures & Ineligible Expenditures		October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	[Note: If the Eligibility Period is extended pursuant to section 1.2 (Definitions) of the Agreement, add a new column for each additional month]	Total
Revenue Losses	Farebox								
	Advertising								
	Parking								
	Contracts (e.g., school)								
	Other Revenue <sup>1</sup>								
Operating Costs	Vehicle Cleaning <sup>2</sup>								
	Changes in Fuel Consumption								
	Vehicle Maintenance								
	Transit Facilities								
	Existing Contracts with Expanding Scope/New Contracts								
	Employee								
	Employee PPE								

	Communications							
	Other Operating Costs <sup>3</sup>							
Capital Costs	Driver Protection							
	Passenger Protection							
	Other Capital Costs <sup>4</sup>							
<b>Net Monthly Impact - Pressure/(Savings):</b>								
<b>Cumulative Impact - Pressure/(Savings):</b>								

<sup>1</sup>*Other revenue impacts beyond those listed above*

<sup>2</sup>*Cleaning costs beyond costs reimbursed through Municipal Transit Enhancement Cleaning funding*

<sup>3</sup>*Additional COVID related operating costs beyond those listed above*

<sup>4</sup>*See workbook tab and/or comments for details*

The Recipient attests to the following conditions from the drop-down menu, as outlined in Schedule A (General Terms and Conditions), paragraph 27.1(b) of the Transfer Payment Agreement,

Condition	Select
Has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items.	
Has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve low-performing, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews.	

Has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient.		
Has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience.		
Has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.		

**Results Achieved with Provincial Funding:**

**Additional Comments:**

**Conclusion:**

**Recommended for payment:**

---

**Date:**

**Recommended for payment:**

---

**Date:**

---

[insert/print the name and title of the Recipient's  
authorized representative]

---

[insert/print the name of the  
Director]  
Director, Ministry of Transportation

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-56**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Canada, as represented by The Minister of Employment and Social Development for funding in the amount of Twenty Thousand Nine Hundred Twenty-Eight (\$20,928.00) Dollars to support seniors activity programming.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Her Majesty the Queen in right of Canada, as represented by The Minister of Employment and Social Development. This Agreement is for funding in the amount of Twenty Thousand Nine Hundred Twenty-Eight (\$20,928.00) Dollars to support seniors activity programming.

**2. SCHEDULE “A”**

Schedule “A” forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8th day of March, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2021-56**

**DELEGATION TO DIRECTOR OF COMMUNITY SERVICES:** A by-law to authorize the Director of Community Services to enter into an Agreement between the City and Her Majesty the Queen in right of Canada, as represented by The Minister of Employment and Social Development for funding in the amount of Twenty Thousand Nine Hundred Twenty-Eight (\$20,928.00) Dollars to support seniors activity programming.

**WHEREAS** Section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, allows for City Council to delegate Council's powers under the Municipal Act, 2001 to officers and employees of the City;

**NOW THEREFORE THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The powers delegated to the Director of Community Services include the power to execute the New Horizons Senior Program Grant Agreement on behalf of The Corporation of the City of Sault Ste. Marie.

**2. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8th day of March, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-57**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Audit and Accountability Fund Transfer Payment.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Audit and Accountability Fund Transfer Payment.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of March, 2021.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

(the "Province")

- and -

**The Corporation of the City of Sault Ste. Marie**

(the "Recipient")

### CONSIDERATION

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

#### 1.0 ENTIRE AGREEMENT

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

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

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

## **2.0 CONFLICT OR INCONSISTENCY**

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

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

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT**

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

## **5.0 ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**

---

Date

---

Name:  
Title:

**The Corporation of the City of Sault Ste. Marie**

---

March 8, 2021

Date

---

Name: Christian Provenzano  
Title: Mayor

I have authority to bind the Recipient.

---

March 8, 2021

Date

---

Name: Rachel Tyczinski  
Title: City Clerk

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 Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

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

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

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

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

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

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

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

## A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

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

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (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 other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

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

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

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

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

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

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

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

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

- A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:
- (a) acknowledge the support of the Province for the Project;
  - (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
  - (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

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

## **A10.0 INSURANCE**

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

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

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

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

## A11.0 TERMINATION ON NOTICE

- A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.
- A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:
  - (a) cancel further instalments of Funds;
  - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
  - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
    - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
    - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

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

- A12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

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

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

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

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

(b) the Notice Period.

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

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

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

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

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

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

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

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

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

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

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

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

excess Funds.

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

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

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

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

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

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

**A16.0 NOTICE**

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

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

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

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

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

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

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

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

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

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

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

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

## **A19.0 WAIVER**

**A19.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

**A19.2 Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

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

## **A20.0 INDEPENDENT PARTIES**

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

actions that could establish or imply such a relationship.

## A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's successors, and permitted assigns; and
  - (b) the successors to Her Majesty the Queen in right of Ontario.

## A22.0 GOVERNING LAW

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

## A23.0 FURTHER ASSURANCES

- A23.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
  - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## A24.0 JOINT AND SEVERAL LIABILITY

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

## A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

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

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

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

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

## **A27.0 SURVIVAL**

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

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<b>Maximum Funds</b>	\$80,000
<b>Expiry Date</b>	December 31, 2021
<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> Karen Partanen</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16<sup>th</sup> Floor</p> <p><b>Email:</b> karen.partanen@ontario.ca</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:**

B1      **Section 4.3 of Schedule "A" is amended by adding the following subsection:**

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project;

and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

## **SCHEDULE “C” PROJECT**

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<b>Objectives</b>
The purpose of the Project is to examine and recommend: 1. A more refined budgeting approach, integrating more objective data sources including weather, fleet, workforce etc 2. A more refined operational approach ensuring the most efficient and effective use of City and 3rd party service provision.
<b>Description</b>
The Recipient will retain an independent third-party reviewer to review its winter control budgeting and operational efficiency effectiveness. This area was identified as the area with the highest potential for operational improvements in a previous Municipal Reference Model/Service Level review.
<b><u>Independent Third-Party Reviewer’s Report</u></b> The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.  The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by October 15, 2021.  The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

**SCHEDULE “D”  
BUDGET**

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<b>Item</b>	<b>Amount</b>
Reimbursement for payments to the independent third-party reviewer	Up to \$80,000

**SCHEDULE "E"**  
**PAYMENT PLAN**

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<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"><li>• Execution of the Agreement</li></ul>	Initial payment of \$37,500 made to the Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"><li>• Submission of the Independent Third-Party Reviewer's Report to the Province</li><li>• Publishing of the Independent Third-Party Reviewer's Report</li><li>• Submission of the Final Report Back to the Province</li></ul>	Final payment of up to \$42,500 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back

## **SCHEDULE “F” REPORTS**

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Name of Report	Reporting Due Date
1. Final Report Back	October 15, 2021

### **Report Details**

#### **1. Final Report Back and Invoices**

The Recipient will submit a Final Report Back to the Province by October 15<sup>th</sup>, 2021 using the reporting template provided by the Province. The Final Report Back will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.