

The Corporation of the Township of Whitewater Region

By-law Number 25-01-1731

A by-law to authorize the execution of a Partnership Agreement with the Township of Bonnechere Valley and the Township of North Algona Wilberforce

Whereas, The Township's of Whitewater Region, Bonnechere Valley and North Algona Wilberforce have jointly applied for the Rural Transit Solutions Fund (RTSF).

Whereas, the Township of Bonnechere Valley has entered into an agreement with the federal government and Bonnechere Valley considers it necessary to extent the terms of that agreement with the partnering municipalities.

Whereas, Council of the Township of Whitewater Region deems it expedient and necessary to enter into a Partnership Agreement to govern the implementation of the Rural Transit Solutions Fund (RTSF) program.

Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. The Mayor and the Clerk are authorized to execute the Partnership Agreement between the Corporations of Bonnechere Valley, North Algona Wilberforce and Whitewater Region to govern the implementation of the Rural Transit Solutions Fund (RTSF) program.
2. The Partnership Agreement in the form set out in Schedule "A" attached, forms part of this by-law.
3. That this by-law shall come into force and take effect upon passing

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



Neil Nicholson, Mayor



Carmen Miller, Clerk

Schedule "A" By-law No. 25-01-1731

JOINT RURAL TRANSIT AGREEMENT (SEARCH RECIPIENT VS ULTIMATE RECIPIENT)

This agreement made this *[day]* of *[month, year]*

BETWEEN:

Township of Bonnechere Valley

49 Bonnechere Street, PO Box 100, Eganville ON K0J 1T0

(hereinafter call the "BV")

AND:

Township of Whitewater Region

44 Main Street, P.O. Box 40, Cobden ON K0J 1K0

(hereinafter called the "WWR")

AND:

Township of North Algona Wilberforce

1091 Shaw Woods Road, Eganville, ON K0J 1T0

(hereinafter call the "NAW")

each individually referred to as a "Party" and collectively referred to as the "Parties"

WHEREAS the Rural Transit Solutions Fund is the first federal fund to support the development of locally-driven transit solutions that will help people living in rural communities;

WHEREAS the Minister of Housing, Infrastructure and Communities is responsible for the Permanent Public Transit Program – Rural Transit Solutions Fund ("the Program") and wishes to provide financial support this project.

WHEREAS the said Parties are responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

WHEREAS the said Parties deem it to their mutual interest to enter into this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency which is hereby acknowledged, the PARTIES hereto agree as follows:

1.0 DEFINITIONS

In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

“Agreement” means this Ultimate Recipients agreement and all its schedules, as may be amended from time to time.

“Asset” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-Owned Asset.

“Asset Disposal Period” means the period commencing from the Effective Date and ending five (5) years after the Project Completion Date.

“Communications Activity” or “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 mater

“Contract” means an agreement between the Ultimate Recipients and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Declaration of Substantial Completion” means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

“Effective Date” means the date of last signature of this Agreement. “Eligible Expenditures” means those costs of the Project incurred by the Ultimate Recipients and eligible for reimbursement by Canada as set out in Schedule A.

“Final Claim Date” means three (3) months after the Project Completion Date.

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“In-Kind Contributions” means non-monetary contributions of goods, services or other support provided by the Ultimate Recipients, or to the Ultimate Recipients by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

“Non-owned Asset” means an Asset to which the Ultimate Recipients does not hold the title and ownership.

“Project” means the project submitted by the Ultimate Recipients as described in Schedule B (The Project).

“Project Approval Date” means February 2, 2024, which is the date indicated by Canada in writing to the Ultimate Recipients following Canada’s approval

in principle of the Project.

“Project Completion Date” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than December 31, 2025.

“Term” means the three (3) year period after the Project Completion Date.

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

“Ultimate Recipients” means the Corporation of the Township of Whitewater Region and the Corporation of the Township of North Algona Wilberforce, and the Corporation of the Township of Bonnechere Valley municipalities incorporated under the Municipal Act, Ontario.

2.0 COMMITMENTS BY THE ULTIMATE RECIPIENTS

- a) The Ultimate Recipients will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Ultimate Recipients will be responsible for all costs of the Project including cost overruns, if any.
- c) The Ultimate Recipients will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Ultimate Recipients will repay to Canada any payment received for disallowed costs, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Ultimate Recipients will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) The Ultimate Recipients will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- f) Canada may request that the Ultimate Recipients declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Ultimate Recipients recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada.
- g) The Ultimate Recipients will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) The Ultimate Recipients agrees that material changes to the Project, as described in Schedule B (The Project), will require Canada’s consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project.
- i) During the Asset Disposal Period the Ultimate Recipients will ensure: i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing

operation, maintenance, and repair of any Asset, in accordance with this Agreement; and ii. the ongoing operation, maintenance, and repair of any Asset as per appropriate standards.

3.0 ULTIMATE RECIPIENTS REPRESENTATIONS AND WARRANTIES

The Ultimate Recipients represents and warrants to Canada that:

- a) the Ultimate Recipients has the capacity and authority to enter into and execute this Agreement as duly authorized by resolution of its Council, dated August 14, 2024;
- b) the Ultimate Recipients has the capacity and authority to carry out the Project;
- c) the Ultimate Recipients has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Ultimate Recipients, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Ultimate Recipients has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Ultimate Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal Lobbying Act, is registered pursuant to that Act;
- g) the Ultimate Recipients has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal Lobbying Act;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Ultimate Recipients, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Ultimate Recipient's ability to carry out the activities contemplated by this Agreement. The Ultimate Recipients will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- i) the Ultimate Recipients is in good standing under the laws of the jurisdiction in which it is required to be registered; and
- j) the Ultimate Recipients will award and manage all Contracts in accordance with Bonnechere Valley's procurement policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

4.0 CONTRACT PROCEDURES

a) The Ultimate Recipients will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

b) If Canada determines, at its sole and absolute discretion, that the Ultimate Recipients has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Ultimate Recipients, Canada may consider the expenditures associated with the Contract to be ineligible and the Ultimate Recipients shall immediately repay to Canada any funds that have been paid as Eligible Expenditures in relation to such Contracts.

c) The Ultimate Recipients will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Ultimate Recipients agrees to include terms and conditions in all Contracts to ensure that:

i) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Ultimate Recipients has the contractual right to audit them;

ii) all applicable labour, environmental, and human rights legislation are respected; and

iii) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

5.0 ENVIRONMENTAL AND IMPACT ASSESSMENT

The Ultimate Recipients represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Ultimate Recipients agrees, and will ensure that the Ultimate Recipients agrees, that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Ultimate Recipients also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Ultimate Recipients unless and until the legislative requirements are met and continue to be met. Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the

Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

6.0 INDIGENOUS CONSULTATION

Canada agrees that a legal duty to consult does not arise for this Project.

If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Ultimate Recipients will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities. The Ultimate Recipients agrees that:

- a) it will consult with, and ensure that the Ultimate Recipients consults with, Indigenous communities that might be affected by the Project.

Specifically

- i. it will explain and ensure that the Ultimate Recipients explains the Project to the Indigenous communities, including Canada's funding role, and
- ii. it will provide a report to Canada, which will include:
 - (1) a list of all Indigenous communities contacted;
 - (2) a summary of all communications with the Indigenous communities;
 - (3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - (4) any other information Canada may consider appropriate.The Ultimate Recipients will ensure that the Ultimate Recipients Agreement requires the Ultimate Recipients to provide the Ultimate Recipients with all information required for the Ultimate Recipients to complete this report, including information listed in this Agreement.

- b) accommodation measures, where appropriate, will be carried out by the Ultimate Recipients or the Ultimate Recipients and these costs may be considered Eligible Expenditures.
- c) no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Ultimate Recipients, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

7.0 REPORTING

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

8.0 AUDIT AND EVALUATION

8.1 ULTIMATE RECIPIENTS AUDIT

- a) Canada may, at its discretion, conduct a Ultimate Recipients audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Accounting Principles.
- b) The Ultimate Recipients agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and

recommendations.

8.2 EVALUATION The Ultimate Recipients agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

8.3 CORRECTIVE ACTION The Ultimate Recipients agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

8.4 RECORD KEEPING The Ultimate Recipients will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

8.5 ACCESS The Ultimate Recipients will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

9.0 COMMUNICATIONS

9.1 The Parties will comply with Schedule E (Communications Protocol).

9.2 RECOGNITION OF CANADA'S CONTRIBUTION The Ultimate Recipients will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Ultimate Recipients that this acknowledgement is not required.

9.3 PUBLIC INFORMATION The Ultimate Recipients acknowledges that the following may be made publicly available by Canada: a) its name, the amount awarded by Canada, and the general nature of the Project; and b) any evaluation or audit report and other reviews related to this Agreement.

9.4 OFFICIAL LANGUAGES a) The Ultimate Recipients will ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by, the public. b) The Ultimate Recipients will communicate in such a manner as to address the needs of both official language communities; and c) The Ultimate Recipients shall encourage members of both official languages communities to participate in the Project.

10.0 INTELLECTUAL PROPERTY

a) All intellectual property that arises in the course of the Project will vest in the Ultimate Recipients.

b) The Ultimate Recipients will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the

Agreement.

c) Canada has the right to film or photograph the Ultimate Recipients, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Ultimate Recipients further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

11.0 DISPUTE RESOLUTION

a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.

b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.

c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution. d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

12.0 DEFAULT

12.1 EVENTS OF DEFAULT The following events constitute Events of Default under this Agreement: a) the Ultimate Recipients has not complied with one or more of the terms and conditions of this Agreement; b) the Ultimate Recipients has not completed the Project in accordance with the terms and conditions of this Agreement; c) the Ultimate Recipients has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Ultimate Recipients, to Canada's satisfaction; d) the Ultimate Recipients has neglected or failed to pay Canada any amount due in accordance with this Agreement.

12.2 DECLARATION OF DEFAULT a) Canada may declare a default if: i. In Canada's opinion, one or more of the Events of Default occurs; ii. Canada gave notice to the Ultimate Recipients of the event which constitutes an Event of Default; and iii. The Ultimate Recipients has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

12.3 REMEDIES ON DEFAULT In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law: a) suspend any obligation by Canada to make a contribution payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension; b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination; c) require the Ultimate Recipients to reimburse Canada

all or part of the contribution paid by Canada to the Ultimate Recipients; d) terminate the Agreement.

13.0 LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1 DEFINITION OF PERSON In this section, "Person" includes, without limitation, a person, the Ultimate Recipients, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

13.2 LIMITATION OF LIABILITY In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for: a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights; b) any damage to or loss or destruction of property of any Person; or c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation; in relation to this Agreement or the Project.

13.3 INDEMNIFICATION The Ultimate Recipients will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by: a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights; b) any damage to or loss or destruction of property of any Person; or c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation; in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

14.0 ASSETS

a) The Ultimate Recipients will: i. where the Ultimate Recipients owns the asset, retain title to and ownership of an asset or part of an asset for the asset disposal period; or ii. retain all necessary rights, interests, and permissions in nonowned assets for the asset disposal period.

b) The Ultimate Recipients will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Ultimate Recipients notifies Canada in advance and in writing, and Canada consents to such disposal.

c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Ultimate Recipients will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Ultimate Recipients.

15.0 GENERAL

15.1 PUBLIC BENEFIT The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

15.2 SURVIVAL The Parties' rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

15.3 ACCOUNTING PRINCIPLES All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

15.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Ultimate Recipients will promptly inform Canada should it become aware of the existence of any such situation.

15.8 CONFLICT OF INTEREST No current or former public servant or public office holder to whom any postemployment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Ultimate Recipients will promptly inform Canada should it become aware of the existence of any such situation.

15.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC. a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipients or between Canada and a Third Party. b) The Ultimate Recipients will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

15.10 NO AUTHORITY TO REPRESENT Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Ultimate Recipients will take the necessary action to ensure that any Contract between the Ultimate Recipients and any Third Party contains a provision to that effect.

15.11 ASSIGNMENT The Ultimate Recipients will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Ultimate Recipients to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

15.13 SEVERABILITY If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will

continue to be valid and enforceable.

15.14 AMENDMENTS a) This Agreement, including its schedules, can only be amended in writing by the Parties. b) Notwithstanding the aforementioned, amendments to Schedule B.2 (Project Budget) that do not result in an increase to the maximum amount of Canada's contribution which may be made administratively through an exchange of written correspondence between the Parties.

15.15 WAIVER A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

15.16 NOTICE a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada: Rural Transit Solutions Fund Housing, Infrastructure and Communities Canada 180 Kent Street, Ottawa Ontario rtsf-agreements-fstcr-ententes@infc.gc.ca

Ultimate Recipients: CAO/Clerk/DeputyTreasurer 49 Bonnechere Street East Eganville ON K0J 1T0 PO Box 100 annetteg@eganville.com

Ultimate Recipients: Clerk 44 Main Street P.O. Box 40 Cobden ON K0J 1K0 cmiller@whitewaterregion.ca

Ultimate Recipients CAO 1091 Shaw Woods Road, Eganville, ON K0J 1T0 cao@nalgonawil.com

b) Such notice will be deemed to have been received: i. in person, when delivered; ii. if sent by mail or email, when receipt is acknowledged by the other Party; iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.

c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

16.0 SERVICES

16.1 During the Term, the Parties will provide Ride Share Transit Services to members 5 days per week as outlined by the Transit Schedule attached to this Agreement as Schedule G

16.2 During the Term, the Parties will provide Ride Share Transit Services through their own resources and/or independent contractors.

16.3 The Parties will be responsible for all personnel providing the Ride Share Transit Service covered under this Agreement.

16.4 Co-ordination of the provision of ride share Ride Share Transit Services to be provided within Municipal boundaries shall be the responsibility of each individual Municipality which includes dealing with all residents' inquiries complaints and complaint resolutions unless beyond the scope of Transit Services. All Parties agree to expend all reasonable efforts in supporting this

coordination function.

16.5 The quality and quantity of the Ride Share Transit Services to be provided by each Party under this Agreement will be substantially the same as the quality and quantity of Ride Share Transit Services agreed to by the other Parties outlined by the Service Schedule attached to this agreement as Schedule H. The Party is not obliged to provide Ride Share Transit Services at a greater level or degree than the level or degree to which the same Transit Service agreed to by the other Parties. The Parties make no representation or warranty that the level or degree of Ride Share Transit Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. The Parties acknowledges and agree that there may be from time to time interruptions or reductions in the level of Ride Share Transit Services, and that the Parties will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption or reduction in the level of a Ride Share Transit Service provided under this Agreement.

17.0 PAYMENT FOR SERVICES

17.1 As compensation for the provision of Ride Share Transit Services provided hereunder, the members shall pay the Party the Annual Fee and cost per use, which shall be payable and calculated in accordance with this Section.

17.2 On the 1st day of November before each year of the Term, the Parties will calculate and agree upon the Annual Fee and cost per use payable by the members for the provision of Ride Share Transit Services for the upcoming year, as follows:

a) the Parties will designate a reasonable annual fee and user fee acting in a reasonable manner;

b) the result of that calculation shall be the Annual Fee and User Fee payable that year.

18.0 COVENANTS OF THE PARTIES

18.1 The Parties agree to service and maintain in good working order all Transit Infrastructure necessary for the provision of the Ride Share Transit Services to the standard substantially as agreed to and set out in the Standard Schedule attached to this agreement as Schedule I

18.2 The Parties agree to comply with and take all reasonable steps to ensure compliance with any person receiving the Ride Share Transit Services and all applicable provincial and federal regulations. The Parties will not be held liable for any loss resulting from non-compliance. This indemnity survives the termination or expiration of this Agreement.

18.3 The Parties agree to the Roles and Responsibilities and timelines set forth and agreed to in the Roles and Responsibilities Schedule attached to this agreement as Schedule J

19.0 DISPUTE RESOLUTION

19.1 In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this agreement and recourse to the Courts shall be a means of last resort except where public health and safety is concerned.

20.0 GOVERNING LAWS

20.1 The provisions of this Agreement will be governed and interpreted in accordance with the laws of Ontario or Canada, as applicable.

20.2 The Ultimate Recipients will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

On behalf of the ***Township of Bonnechere Valley***

Mayor

CAO or Clerk

On behalf of the Township of Whitewater Region



Mayor *Neil Nicholson*



CAO or Clerk *Carmen Miller*

On behalf of the Township of North Algona Wilberforce

Mayor

CAO

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Rural Transit Solutions Fund and are incurred by an Eligible Ultimate Recipients, excluding those explicitly identified in the Ineligible Costs section below. Eligible Project costs can be reimbursed to the Ultimate Recipients if a contribution agreement is signed by Housing, Infrastructure and Communities Canada and the Ultimate Recipients. The Program Analyst assigned to manage your agreement can provide additional support on interpreting the eligible and ineligible expenditures.

A.1 Eligible Expenditures:

- Construction or procurement of stations or rolling stock.
- Procurement of zero-emissions vehicles.
- Construction of cycling or walking paths related to the implementation of rural transit.
- Engineering, and consultation fees, including fees associated with maintenance, building, renovating or improving fixed capital assets during the period of the project.
- Costs associated with data collection, the evaluation of projects and information exchange and dissemination of the results of the project in relevant fora, at the regional, national or international levels.
- Expenditures directly associated with joint federal communication activities and with federal project signage.
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Ultimate Recipients or an Ultimate Recipients of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown.
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights.
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments.
- The incremental costs of the eligible Ultimate Recipients' employees could be included if approved in advance by Canada as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - o There is a lack of private sector capacity to undertake the work;
 - o The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the Ultimate Recipient's employees;
 - o A collective agreement requires the Ultimate Recipients to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers.
- Staff training costs that are considered to be direct and necessary for the successful implementation of the project and that are approved in advance by Canada.
- Software licensing and support fees that are considered to be direct and necessary for the successful implementation of the project and that are approved in advance by Canada.
- Other costs that are considered to be direct and necessary for the successful implementation of the project and that are approved in advance by Canada.

A.2 Ineligible expenditures

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section A.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees.
- Expenditures related to cost overruns or incurred for cancelled projects.
- Furnishings and non-fixed assets.
- General repairs and maintenance of a project and related structures.
- Services on works normally provided by an eligible Ultimate Recipients, incurred in the course of implementation of the project, except those specified as eligible expenditures.
- Taxes for which the eligible Ultimate Recipients is eligible for a tax rebate and all other costs eligible for rebates.
- Provincial sales tax and Goods and Services tax/HST, for which the Ultimate Recipients is eligible for a rebate, and any other costs eligible for rebates.
- On-going operations, maintenance and/or electricity and fuel costs.
- Legal fees.
- Financing, interest, and taxes.
- Leasing land, buildings, equipment and other facilities.
- Expenditures related to any good and services which are received through donation or in-kind contributions.
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section A.1 of this Schedule.
- Maintenance expenditures incurred as part of regular operations.
- Other operating costs including:
 - o Staff training, with the exception of eligible staff training costs as described under Section A.1 of this Schedule.
 - o Staff salaries and benefits;
 - o Fuel, maintenance, repairs, licensing and insurance;
 - o Costs associated with the ongoing promotion and communication with residents of the service area; and
 - o Software licensing and support fees, with the exception of eligible software licensing and support fees as described under Section A.1 of this Schedule.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Purchase of 3 zero-emission vehicles, 6 charging stations and software to provide on-demand transportation along the Highway 60, 41 and 17 corridor for Whitewater Region, North Algona Wilberforce and Bonnechere, ON.

The project timeline for the Project is as follows:

Project start date:	September 1, 2024
Project completion date:	December 31, 2025

Objective:

The Rural Transit Solutions Fund aims to support the development of locally-driven transit solutions that help people living in rural, remote, Northern and Indigenous communities undertake their day-to-day activities.

Activities:

Project activities will include construction and/or acquisition of the following Assets:

Type	Item	Count
Asset	<i>Electric cars (5 to 7 seats) or similar electric vehicle with same seat capacity</i>	3
Asset	<i>Software/electronic systems</i>	3
Construction	<i>Charging stations</i>	6

Project Results:

In order to illustrate how the Project will contribute to its objective, the Recipient will collect performance data. The information will be provided within the progress reports and the final report, and will be submitted to Canada in accordance with Schedule C.

Canada may update and refine the Program's performance indicators in order to support performance measurement and reporting to Parliament and Canadians. Canada will inform the Recipient in writing if the performance indicators are updated.

The reports include, but are not limited to, the following project outcome measures (as applicable):

Transit Capacity	Fleet expansion, by percent growth Seating capacity expansion, by percent growth Barrier reduction measures (accessibility, safety features, etc.)
Ridership	Community reach

SCHEDULE B.2: PROJECT BUDGET

Table 1: Project Budget

Project Budget	Amount
Estimated Total Project Cost	\$ 519,126.00
Estimated Total Eligible Cost	\$ 519,126.00

Table 2: Annual Breakdown

Total Housing, Infrastructure and Communities Canada Contribution	Annual Breakdown (the period beginning April 1 of a year and ending March 31 of the following year)		Total
	2024-2025	2025-2026	
Housing, Infrastructure and Communities Canada Contribution	\$ 10,000.00	\$ 377,302.00	\$ 387,302.00

Table 3: Other Sources of Funding

Other Contributors	
The Corporation of the Municipality of Bonnechere Valley	\$ 43,942.00
The Corporation of the Township of Whitewater Region	\$ 43,942.00
The Corporation of the Township of North Algona Wilberforce	\$ 43,942.00
Total Other Sources of Funding	\$ 131,826.00

SCHEDULE B.3: CLAIM FREQUENCY TABLE

Payment Period	Required Documents	Frequency	Payment Date
Progress Claim	Claim Form Updated Cashflow Certificate of Compliance for Progress Claim Any reporting due in accordance with Schedule C (Reporting Requirements)	Minimum once every six (6) months	Within 30 business days of approval of required documents by Canada
Year-end Progress Claim	Claim Form Updated Cashflow Certificate of Compliance for Progress Claim Any reporting due in accordance with Schedule C (Reporting Requirements)	Between January 15 and 20 of every calendar year.	Within 30 business days of approval of required documents by Canada.
Final Claim	Claim Form Updated Cashflow Certificate of Compliance for Final Claim	Three (3) months after the Project Completion Date	Within 30 business days of approval of required documents by Canada

SCHEDULE C – REPORTING REQUIREMENTS Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program. For example, reports on progress toward climate focused objectives, Community Employment Benefits, etc.

SCHEDULE C.1: PROGRESS REPORT The Ultimate Recipients will submit a progress report on a minimum semi-annual basis, unless otherwise communicated by Canada. One annual progress report must be submitted approximately 45 (forty-five) calendar days after March 31 of each fiscal year, by May 15. The second progress report should follow approximately four (4) months later, by September 15. The progress report must include the following information: a) Progress reports will include: i. Project title; ii. Project's progress for the period, including about procurement activities; iii. Cost-sharing breakdown, including the amount of federal funding and other sources of funding; iv. Expected construction/installation/procurement start and end dates, or other expected future progress or milestones; v. Confirmation of Project actual start date; vi. Project risks and mitigation strategies; vii. Communications activities; viii. Contribution agreement administration; ix. Financial update; and x. Any changes to the Project that would impact expected Project immediate outcomes. xi. Any other item as required by Canada. b) The Progress Report will be attested by a senior designated official, duly authorized by the Ultimate Recipients and submitted to Canada in an agreed upon format acceptable to Canada.

SCHEDULE C.3: FINAL REPORT a) The Ultimate Recipients will also be required to submit a final report before the contribution agreement end date, in accordance with the contribution agreement. b) The final report can be submitted at the same time as, or after, the final claim but no later than 45 business days before the Agreement End Date. c) The final report includes: i. A general description of the Project's major achievements ii. Reporting on outcomes and benefits according to performance indicators outlined; iii. An attestation, signed by a delegated senior official, that the federal cost-shared project has been completed and that federal funding was spent on eligible expenditures in accordance with the terms and conditions of the Agreement. iv. A general description of the Project's major achievements v. A completed Schedule F – Declaration of Substantial Completion vi. Any other item as required by Canada.

SCHEDULE D: CERTIFICATE(S) OF COMPLIANCE

SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing, Infrastructure and Communities, and (the "Ultimate Recipients"), represented by _____ (Name), concerning the Purchase of zero-emission vehicles, charging stations and software to provide ondemand transportation along the Highway 60, 41 and 17 corridor for Whitewater Region, North Algona Wilberforce and Bonnechere, ON. Project (the "Agreement").

I, _____ (Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Ultimate Recipients and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Ultimate Recipients to give this Certificate under [ULTIMATE RECIPIENTS INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Ultimate Recipients thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Ultimate Recipients and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Ultimate Recipients, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Ultimate Recipients contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing, Infrastructure and Communities, and The Corporation of the Municipality of Bonnechere Valley (the "Ultimate Recipients"), represented by _____ (Name), concerning the Purchase of zeroemission vehicles, charging stations and software to provide on-demand transportation along the Highway 60, 41 and 17 corridor for Whitewater Region, North Algona Wilberforce and Bonnechere, ON. Project (the "Agreement").

I, _____ (Name), of the City/Town of _____, Province of _____, declare as follows:

1. That I hold the position of _____ with the Ultimate Recipients and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Ultimate Recipients to give this Certificate under [ULTIMATE RECIPIENTS INSERTS THE COMPLETE REFERENCE TO THE BY LAW THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Ultimate Recipients thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Ultimate Recipients and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Ultimate Recipients, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Ultimate Recipients contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed. [If applicable, add:]
8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation. [If applicable, add:]
9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 d) (Commitments by the Ultimate Recipients) is as follows:

11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Ultimate Recipients is not entitled to payment of any amount under the Agreement, other than any amount requested by the Ultimate Recipients in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____ day of _____ 20____
_____ Signature

SCHEDULE E: COMMUNICATIONS PROTOCOL INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING PURPOSE

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it. This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public. The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

GUIDING PRINCIPLES Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

GOVERNANCE The Parties will designate communications contacts that will be responsible for overseeing communication activities.

JOINT COMMUNICATIONS Canada and the Ultimate Recipients will have Joint Communications about the funding of the Project(s). Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable. All Joint Communications material will be approved by Canada and the Ultimate Recipients prior to release and will recognize the funding of all parties. Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days' notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location. The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event). The Ultimate Recipients will be responsible for providing onsite communications and logistics support. Canada has an obligation to communicate in English and French. Joint communications products must be bilingual and include the Canada word mark and Ultimate Recipient's logos. Canada will provide the translation services and final approval on products. The conduct of all Joint Communications will follow the Table of Precedence for Canada.

INDIVIDUAL COMMUNICATIONS Notwithstanding Section 13 (Communications), Canada and the Ultimate Recipients retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities. Canada will post a copy of this agreement on its website, in addition to information on any of the Ultimate Recipients funded through it. Canada and the Ultimate Recipients may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably

restrict the use of such products or messaging by the other Parties; and if web or social media based, from linking to it. Canada and the Ultimate Recipients may issue digital communications to communicate progress of the Project(s). Where a Party establishes a web site or a web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to Infrastructure Canada's website. Canada will provide and publish guidelines for how this recognition is to appear.

OPERATIONAL COMMUNICATIONS The Ultimate Recipients is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy. Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

MEDIA RELATIONS Canada and the Ultimate Recipients will share information promptly with the other Party should significant media inquiries be received, or emerging media or stakeholder issues arise to a Project or the overall fund.

SIGNAGE Canada and the Ultimate Recipients may request a sign recognizing their funding contribution to a Project. Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipients who will produce and install, a joint physical sign that recognizes funding of Canada at each Project site in accordance with current federal signage guidelines. i. The sign design, content, and installation guidelines will be provided by Canada. ii. Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration. iii. Where the Ultimate Recipients decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada. iv. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

ADVERTISING CAMPAIGNS Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Ultimate Recipients may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the Government of Canada requirements for advertising. In the event of such a campaign, the sponsoring Party or Ultimate Recipients will inform the other Parties or Ultimate Recipients of its intention no less than twenty-one (21) working days prior to the campaign launch.

SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing, Infrastructure and Communities The Corporation of the Municipality of Bonnechere Valley (the "Ultimate Recipients"), represented by

_____ (Name), concerning the Purchase of zero-emission vehicles, charging stations and software to provide on-demand transportation along the Highway 60, 41 and 17 corridor for Whitewater Region, North Algona Wilberforce and Bonnechere, ON. Project (the "Agreement").

I, _____ (Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. I hold the position of _____ with the Ultimate Recipients and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

2. a) I have received the following documents for the Purchase of zero-emission vehicles and charging stations to provide on-demand transportation services to 3 municipalities along the Highway 60 Corridor, ON. Project: [LIST NAME OF RELEVANT DOCUMENT, e.g., Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable "signed by _____ (Name), a _____ (Profession, e.g., professional engineer, professional architect or other applicable professional) for the Project."] Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the _____ day of the _____ 20___. [Insert #3, if applicable:]

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime]: i. [LIST NAME OF RELEVANT DOCUMENT] signed by _____ (Name), an _____ (Profession, e.g., environmental consultant or other applicable professional).

4. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met. Declared at _____ (City/Town), in _____ (Province/Territory) this _____ day of _____, 20_____.

Signature

TRANSIT SCHEDULE G

The service will be generally available Monday to Friday, during standard municipal working hours, from 8:30 a.m. to 4:00 p.m. The service is not available on Statutory Holidays or during office closures.

Each Member is permitted to rent a vehicle for a maximum of seven (7) hours per week. The maximum distance per trip is limited to two hundred fifty (250) kilometers per Member.

SERVICE SCHEDULE H

To be eligible for membership, a Member must hold a valid driver's license with no accumulated points. The Provider reserves the right to request a Driver's Abstract at any time. If it is determined that the Member has provided false information, their membership will be immediately revoked.

Members under the age of twenty-five (25) are required to obtain additional insurance coverage, which must be provided upon request.

Members may receive key cards on an annual basis, which will be mailed to the Member's registered address.

The cost of membership is twelve dollars (\$12) per year, subject to review after one (1) year. A charge of five dollars (\$5) per hour applies for vehicle rental, also subject to review after one (1) year.

The service is available to all residents of Renfrew County, subject to review after one (1) year.

Prior to using the vehicle, the Member is responsible for conducting an inspection and reporting any existing damage. If the Member is found to have been speeding, received a traffic violation, or caused damage to the vehicle, their membership shall be revoked. The vehicle must be returned in the same condition it was received. If the vehicle is returned in a condition deemed excessively dirty or beyond normal wear and tear, the Member's membership may be revoked.

STANDARD SCHEDULE I

Vehicle type is designated as SUV/CUV. The vehicle is equipped with snow tires and a snow brush. Internal GPS will be utilized for location tracking, as necessary. Insurance for the vehicle is maintained by each respective municipality, which is also responsible for overall maintenance of the vehicle.

Charging stations are to be maintained 24/7 by an appointed contractor responsible for their upkeep. Each municipality is responsible for ensuring regular cleaning and maintenance of both the vehicle and the property, including snow plowing and other necessary tasks.

ROLES AND RESPONSIBILITIES SCHEDULE J

Joint RFP for 3 Vehicles (WWR), Joint Quotes for 6 Charging Stations (NAW)

and Joint Quotes for Software/App. (BV) Processes all in accordance with Bonnechere Valley Procurement Policy.

NAW and WWR Payment of Invoices upon receipt and BV claims issues within 10 days and reimburse NAW and WWR 80% within 10 days of receipt of federal funds.

Municipal Amounts expected to be \$43,942 each.

Important Dates – Agreement to be approved by Council January 2025, RFP and Quotes to be requested in February 2025 and approved in March 2025. Vehicles received by May 2025. Installation of Chargers and software/app online by June 2025. Meet in March to review RFPs and Quotes prior to going to Council with Recommendation. Meet in June prior to start date. Meet in October to review use and pricing and costs.

Revenue from Charging, Rentals and memberships to be kept by each owner municipality

Expenses for equipment to be the responsibility of the owner municipality.