

THIS AGREEMENT MADE AS OF THE 1ST DAY OF SEPTEMBER, 2021,

BETWEEN

THE MUNICIPALITY OF EAST FERRIS

(Hereafter referred to as the "Municipality")

-and-

NIPISSING-PARRY SOUND STUDENT TRANSPORTATION SERVICES

(Hereinafter referred to as the "Consortium")

WHEREAS the Consortium has a need for school bus transfer sites;

AND WHEREAS the parties wish to enter into an agreement for the provision of a school bus transfer site;

NOW THEREFORE in consideration of the foregoing background, the covenants of this Agreement and other good and valuable consideration (the receipt and adequacy of which we hereby acknowledge), the parties agree as follows:

1.0 The Service

- 1.1. This agreement will be for a three (3) year term commencing September 1, 2021 to August 31, 2024, inclusive.

2.0 School Bus Transfer Locations

- 2.1. In providing school bus services, the Consortium has a need for transfer sites in order to allow students to transfer to different school buses. The Municipality agrees to allow the Consortium to use the parking lot at the Corbeil Park Hall for such purposes.
- 2.2. Transfers will normally take place twice a day on all school days at approximately 8:00 am and 3:40 pm; and take about 10 to 15 minutes to complete.

3.0 Insurance Indemnity

- 3.1. The Consortium shall indemnify and save harmless the Municipality from any claim or demand arising from the use of the parking lot by the Consortium and against all losses, damages, costs, charges, and expenses the Municipality may incur the permission in Paragraph 2.
- 3.2. The Consortium agrees to provide and maintain third party comprehensive liability insurance in the amount of not less than five million dollars (\$5,000,000) per occurrence, to include;
 - i) The Municipality of East Ferris as an additional insured;
 - ii) Cross liability clause; and
 - iii) Thirty (30) day written notice of cancelation, termination, or material change.

The Consortium will provide the Municipality with a valid Certificate of Insurance that confirms the above requirements and a copy of any replacement certificates as may be necessary.

4.0 Dispute Resolution

- 4.1. Any dispute where an agreement cannot be reached, this Agreement shall be settled in arbitration according to the Arbitration Act.

5.0 Termination

5.1. Any party may terminate this Agreement upon giving the other party three (3) months written notice of intention to terminate.

6.0 General Provisions

6.1. Entire Agreement

This Agreement constitutes the entire Agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes all prior understandings, discussions, negotiations, commitments, warranties and agreements, written or oral, express or implied between them.

6.2. Notices, etc.

i) Any demand, notice, direction or other communications to be made or given hereunder (in each case, "Communication") shall be in writing and may be made or given by personal delivery, by courier, by transmittal, by telecopy or other similar means of electronic communications, or sent by registered mail, charges prepaid, addressed to the respective parties as follows:

MUNICIPALITY OF EAST FERRIS:	390 Highway 94 Corbeil, ON P0H 1K0 Attention: Monica Hawkins Municipal Clerk (705) 752-2740, extension #227
CONSORTIUM:	685 Bloem Street, Suite #201 North Bay, Ontario P1B 4Z5 Attention: Chuck Seguin, Executive Director (705)472-8840, extension #206

or such other address or telecopy number any party may from time to time notify the other in accordance with this section.

ii) Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof, or, if made or given by telecopy or other electronic means of communication, on the first Business Day following the transmittal thereof. Any Communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if, at the time of mailing or within five Business Days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, then any Communication shall be delivered or transmitted by means of courier or recorded electronic communication as provided for in this section and as the circumstance may dictate.

iii) "Business Day" means any day other than Saturday, Sunday or a Statutory civil, observed holiday in the province of Ontario.

6.3. Serviceability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and

provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party,

6.4. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party hereby irrevocable and unconditionally submits to the nonexclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

6.5. Further Assurances

Each party shall at all times and from time to time, upon each request by the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonable request to evidence, carry out and give full effect to the terms , conditions, intent and meaning of this Agreement.

6.6. Non-Assignability

A party may not assign or transfer this Agreement, or any right under this Agreement, either in whole or in part without the prior written consent all other parties, which consent may be unreasonably and arbitrarily withheld. Subject to this restriction, this Agreement shall ensure to the benefit of, and bind, the parties and their respective successors and assigns.

6.7. Headings

The headings are for convenience of reference only and do not form part of the Agreement and are not intended, define or limit the scope, extent or intent of this Agreement or any previsions thereof.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate

**NIPISSING-PARRY SOUND STUDENT
TRANSPORTATION SERVICES**

Chuck Seguin
Executive Director

*I have authority to bind the Corporation, Vendor, or
Partnership.*

Signature of Witness

Name of Witness

- *A witness signature is required only when the Vendor
is not a Corporation.*

MUNICIPALITY OF EAST FERRIS

Pauline Rochefort
Mayor

Monica Hawkins
Municipal Clerk

*I have authority to bind the Corporation, Vendor, or
Partnership.*

Signature of Witness

Name of Witness

- *A witness signature is required only when the Vendor
is not a Corporation.*