

THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

BY-LAW NO. 2026-32

**BEING A BY-LAW TO AUTHORIZE A COLLISION ANALYTICS AND REPORTING
SYSTEM (CARS) AGREEMENT BETWEEN THE CORPORATION OF THE
MUNICIPALITY OF EAST FERRIS AND HIS MAJESTY THE KING IN RIGHT OF
ONTARIO, AS REPRESENTED BY THE MINISTER OF TRANSPORTATION.**

WHEREAS Subsection 8 of the Ontario Municipal Act, S.O. 2001, c. 25 empowers and authorizes a municipality to enter into agreements to enable them to govern their affairs as they consider appropriate;

AND WHEREAS the parties hereto agree to the terms and provisions set out in the attached Agreement between the Corporation of the Municipality of East Ferris and His Majesty the King in right of Ontario, as represented by the Minister of Transportation;

NOW THEREFORE, the Council of the Corporation of the Municipality of East Ferris enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized and empowered to execute the aforesaid Agreement on behalf of the Council for the Corporation of the Municipality of East Ferris and to affix thereto the Corporate Seal; and
2. **THAT** this agreement as attached hereto shall form part of this By-law; and
3. **THAT** this agreement shall be in effect and force in accordance with the terms of the Agreement subject to any amendments thereto or to the termination of the said agreement.

READ A FIRST AND SECOND TIME this 11th day of August, 2026.

READ A THIRD TIME AND FINALLY PASSED this 11th day of August, 2026.

Mayor
Richard Champagne

Clerk
Kari Hanselman

**COLLISION ANALYTICS AND
REPORTING SYSTEM**

AGREEMENT

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO, as represented by the Minister of
Transportation**

AND

**The Corporation of the Municipality
of East Ferris**

COLLISION ANALYTICS AND REPORTING SYSTEM AGREEMENT

THIS AGREEMENT made as of the 11th day of August, 2026 (the “Effective Date”).

B E T W E E N:

**HIS MAJESTY THE KING in right of Ontario, as represented by
the Minister of Transportation**

(“MTO”)

- and -

The Corporation of the Municipality of East Ferris

(the “Municipality”).

WHEREAS:

- A.** MTO maintains driver and vehicle databases pursuant to the authority set out in section 205 of the *Highway Traffic Act, R.S.O. 1990, C. H. 8*, as may be amended from time to time;
- B.** MTO is prepared to permit the Municipality to obtain such access, for the purposes of this Project, subject to the provisions of this Agreement.
- C.** The Municipality has authority to collect the Licensed Information to undertake research and provide advice on programs and policies of the Municipality, pursuant to section 227 of the *Municipal Act*, and under this Project they intend to conduct data-driven analysis to support transportation safety initiatives, infrastructure planning, and traffic management. This includes, but is not limited to, identifying high-collision areas, analyzing safety trends, and developing evidence-based strategies to reduce collisions and improve road safety.

NOW THEREFORE MTO and the Municipality agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.1 Definitions.

In this Collision Analytics and Reporting System Agreement, unless the context requires a different meaning, the following terms shall have the following meanings:

“**Agreement**” means this agreement entitled “Collision Analytics and Reporting System Agreement”, including the attached Schedules, any documents or instruments incorporated by reference in this agreement, and any amendments to any of the foregoing that may be agreed to in writing by MTO and the Municipality or that are otherwise provided for in this agreement.

“**Authorized Staff**” means:

- a) employees of the Municipality, and
- b) individual third party contractors (but not corporations, partnerships or other legal entities) engaged by the Municipality to perform employee like functions,

who need to access such Licensed Information in order for the Requestor to use the Licensed Information for Authorized Use(s) in accordance with this Agreement, and who are listed in **Parts A – 2 of Schedule “A”**.

“**Authorized Use**” has the meaning set out in **Part A–1 of Schedule “A”**.

“**Business Day**” means a day other than a Saturday, Sunday or a statutory, civic or public service holiday observed in the Province of Ontario.

“**CARS**” means the Collision Analytics and Reporting System.

“**Claims**” means any claims, demands, actions, causes of action, suits or proceedings against, or damages (including indirect, special, incidental, consequential or punitive damages), losses, liabilities or obligations of MTO, or of MTO’s employees, agents or contractors.

“**Confidential Information**” means all Licensed Information and any other confidential information or materials of MTO, or of third parties and in the possession or control of MTO, and any information derived from any of the foregoing.

“**Contractor Security Agreement**” means a privacy and confidentiality agreement between the Requester and Authorized Staff who are individual third party contractors engaged by the Requester, in the form attached as **Schedule “B–2”**, as may be modified by MTO from time to time.

“**Damages**” means losses, compensation, damages (including indirect, special, incidental, consequential and punitive damages), expenditures, costs (including reasonable administrative costs and reasonable legal fees and costs), expenses, interest, liabilities, judgements, awards, taxes, fines, penalties, charges and amounts paid in settlement.

“**Declaration**” has the meaning set out in **section 8.3**.

“**Delivery Channel**” means the method or system by which a Licensed Information Request is transmitted or delivered from the Municipality to MTO or by which a Licensed Information Response is transmitted or delivered from MTO to the Municipality.

“**Disclose**” means directly or indirectly disclose, provide, distribute, exchange, sell, license, lease, give, make available or permit access to or use of; and “**Disclosed**”, “**Disclosing**” and “**Disclosure**” have corresponding meanings.

“**Effective Date**” means the effective date of this Agreement, as set out at the beginning of this Agreement.

“**Employee Security Statement**” means a privacy and confidentiality statement in the form attached as **Schedule “B–1”**, as may be modified by MTO from time to time.

“**Event of Default**” has the meaning set out in **section 10.1**.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time.

“**Government of Ontario**” means His Majesty the King in right of Ontario or any ministry, agency, board, commission, department, corporation or other legal entity of or owned by the Government of Ontario.

“**Grant**” has the meaning set out in **section 2.1**.

“**Licensed Information**” has the meaning set out in **Part A–1 of Schedule “A”**.

“**Licensed Personal Information**” means any Licensed Information that is Personal Information.

“**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56*, as amended from time to time.

“**Personal Information**” means personal information as defined in FIPPA.

“**Personal Information Records**” means all Records of, or containing, Personal Information that is Processed by the Municipality in connection with the performance by the Municipality of the Municipality’s obligations under this Agreement or the exercise by the Municipality of the Municipality’s rights under this Agreement.

“**Privacy Default**” means a breach of:

- (a) any Privacy Laws; or
- (b) any of the provisions of this Agreement relating to the Municipality’s compliance with the Privacy Laws, including **Schedule “D”**; or
- (c) any other provision of this Agreement where such breach involves or results in any Processing of (or failure to Process) Personal Information that is not strictly in accordance with this Agreement.

“**Privacy Laws**” means

- (a) FIPPA;

- (b) PIPEDA; and
- (c) the provisions of any other law from time to time that address any Processing of (or failure to Process) Personal Information.

“**Process**” means directly or indirectly create, access, collect, process, receive, hold, store, retain, use or Disclose; and “**Processed**” and “**Processing**” have corresponding meanings.

“**Project**” means the Municipality’s undertaking to manage, analyze, and apply statistical motor vehicle collision data, accessed via MTO’s CARS, to support evidence-based transportation safety, infrastructure planning, traffic operations, and program evaluation. This includes using up to date and location enhanced collision data; conducting collision trend and safety analyses; reviewing and improving data quality; integrating collision data with other transportation datasets such as traffic volumes; and preparing reports and dashboards that inform municipal decision making.

“**Records**” means the records of the Municipality in any format or medium, including any “record” as defined in FIPPA.

“**Supporting Document**” means any of the documents which

- (a) support or verify information contained in the Application (as such information may subsequently have been changed in accordance with **section 13.3 (a)**); and
- (b) are listed in **Part A–1 of Schedule “A”**.

“**Systems**” means any computer equipment (including servers and related data-processing equipment), together with associated components, communications (including network communications) and connecting peripherals, hardware and supporting equipment; firmware and other software (including operating system software, utilities software, and applications software), together with supporting documentation and materials; and related services.

“**Term**” means the initial term of this Agreement as provided in **section 3.1(a)**, and any renewal(s) of this Agreement made in accordance with **section 3.1(b)**.

“**Warranty**” means any representation, warranty or condition, express, implied, collateral or statutory.

1.2 Schedules.

The following attached Schedules form part of this Agreement:

Schedule “A”	Specifications (Part A–1 and Part A–2)
Schedule “B–1”	Employee Security Statement
Schedule “B–2”	Contractor Security Agreement
Schedule “D”	Audit, Inspection and Review

ARTICLE 2 GRANT OF LICENSE

2.1 Grant.

Subject to the provisions of this Agreement, MTO hereby grants to the Municipality a non-exclusive, non-assignable and non-transferable licence (the “**Grant**”) to access and use the Licensed Information solely for the Authorized Use(s).

2.2 Title.

The Municipality acknowledges and agrees that MTO (or the Government of Ontario) is and shall at all times remain the sole owner of all right, title and interest in the Licensed Information, including all intellectual property rights (such as copyright) and other proprietary rights and trade secrets. Accordingly, the Grant is not, and shall not be deemed to be, a transfer, sale or disposition of any or all of MTO's right, title or interest of any kind in the Licensed Information.

2.3 Changes in Licensed Information.

- (a) Despite any other provision of this Agreement, the Municipality acknowledges and agrees that MTO reserves the right in its absolute discretion to add to, withdraw from, or change the content or structure of, or subject matter covered by, or cease to make available, any or all of the Licensed Information at any time.

- (b) Upon implementation by MTO of any of the changes contemplated in **section 2.3(a)** above, all references to “Licensed Information” in this Agreement shall be deemed to be amended to reflect such changes.

2.4 No Guarantees or Warranties.

The Municipality acknowledges and agrees that MTO does not warrant or guarantee the accuracy of the Licensed Information.

ARTICLE 3 TERM

3.1 Term.

Subject to the provisions of this Agreement:

- (a) This Agreement shall be effective on the Effective Date and shall continue in force for an initial term of twelve (12) months.
- (b) This Agreement shall be automatically renewed for subsequent terms of twelve (12) months each, provided that:
 - (i) neither party provides to the other, at least thirty (30) days before the expiry of the then current term, written notice of that party’s intention not to renew;
 - (ii) prior to such renewal the Municipality has satisfied any other conditions that may be stipulated by MTO for the renewal of the Grant.

3.2 Early Termination.

This Agreement shall automatically terminate in the event that MTO ceases to make available any Licensed Information to third parties outside of the Government of Ontario.

3.3 Termination Without Cause.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated without liability by either party giving to the other party thirty (30) calendar days prior written notice of termination.

ARTICLE 4 AUTHORIZED USES

4.1 Authorized Use(s).

The Municipality shall access and use the Licensed Information solely for the Authorized Use(s) set out in **Part A–1 of Schedule “A”**.

4.2 Changes to Authorized Use(s).

Despite **Part A–1 of Schedule “A”**, the Municipality acknowledges and agrees that MTO shall have the right unilaterally to amend or delete any or all of the Authorized Use(s) at any time, effective upon written notice to the Municipality setting out the applicable amendment(s) or deletion(s).

4.3 Informed Consent.

Despite the Authorized Use(s) set out in **Part A–1 of Schedule “A”**, if required by MTO, the Municipality shall, prior to requesting, accessing or using any Licensed Information under this Agreement, obtain the informed consent of the individual to whom the Licensed Information is referable.

4.4 Demonstration that Uses Authorized.

Upon MTO’s request from time to time, the Municipality shall reasonably demonstrate that the Municipality’s use of any particular Licensed Information (as specified by MTO) has been strictly in accordance with this Agreement. For avoidance of doubt, any breach of the requirements of this **section 4.4** shall constitute a Privacy Default.

4.5 Data Matching and Data Profiling.

- (a) Subject to the Authorized Use(s), the Municipality shall not develop, or derive for any purpose whatsoever, any other product, work or database in human-readable or machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, any Personal Information contained in, obtained from, or generated by the Licensed Information. This section shall not, however, apply with respect to any specific Personal Information which the Municipality had in its possession prior to receiving the Licensed Information.
- (b) Subject to the Authorized Use(s), the Municipality shall not place any data which was not obtained under this Agreement, into a database containing Personal Information obtained under this Agreement, other than as first authorized by MTO in writing.

4.6 New Data Streams: Disclosure and Uses.

The restrictions described in **section 4.5** also apply to new types of data streams and information, including metadata, contained in, obtained from, or generated by the Licensed Information.

4.7 Individuals Not to be Contacted.

The Municipality shall not use the Licensed Information directly or indirectly to locate or contact any individual to whom the Licensed Information is directly or indirectly referable, other than as expressly stated in the Authorized Use(s).

4.8 Survival

For the avoidance of doubt, the obligations of the Municipality contained in this **Article 4** shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 5 PRIVACY LAWS

5.1 Privacy Laws.

- (a) This Agreement and the rights granted to the Municipality under this Agreement are subject to any restrictions, limitations or provisions of any applicable law, including the Privacy Laws or any other legislation or regulations enacted by the Government of Ontario or by the Canadian federal government, whether enacted prior to or after the date of signing this Agreement.
- (b) Without limiting the generality of **section 5.1(a)**, this Agreement is subject to any provisions of any applicable law that may restrict or limit the information included in the Licensed Information

5.2 Municipality Compliance.

The Municipality represents and warrants that it is, and at all times throughout the Term will remain, in full compliance with all applicable laws (including the Privacy Laws) relating to its Processing of Licensed Personal Information pursuant to this Agreement. Without limiting the generality of the foregoing, the Municipality shall comply with any written instructions or directions from MTO from time to time concerning Licensed Personal Information or Personal Information Records (including the Processing of such Licensed Personal Information or Personal Information Records).

5.3 Survival

For the avoidance of doubt, this **Article 5** shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 6 PROTECTION OF CONFIDENTIAL INFORMATION

6.1 Confidentiality.

The Municipality shall hold in strict confidence all Confidential Information obtained under this Agreement.

6.2 Maintain Confidentiality.

The Municipality shall:

- (a) use the same degree of care it uses to protect its own Confidential Information;
- (b) not use or disclose the Information for any other purpose than the Authorized Use(s) specified in this Agreement;
- (c) not disclose, make available, or provide or permit access to or use of, any Confidential Information for any purpose other than the Authorized Use(s);
- (d) not reproduce or make copies, or permit any third party to reproduce or make copies, of any Confidential Information, in whole or in part (other than copies of Confidential Information made for the Authorized Use(s));
- (e) not manipulate, match, merge, process, or otherwise deal with the Information in any manner or by any means, that creates, renders, extracts, or otherwise yields any Personal Information other than for the Authorized Use(s);

6.3 Applicable Law.

The Municipality will only use and disclose the Information in accordance with Applicable Law. If required to disclose in accordance with Applicable Laws, the Municipality shall notify MTO of the requirement as soon as possible.

6.4 Notice of Breach.

The Municipality will immediately advise and notify MTO as soon as the Municipality becomes aware of a potential or actual breach of any term or condition of this Agreement. In the event of a breach, MTO may require the Municipality to correct any breaches as expeditiously as reasonably possible and require implementation of a plan to ensure no further breaches occur.

6.5 Upon Discovery of Privacy Default.

Upon becoming aware that a Privacy Default has occurred, the Municipality shall ensure:

- (a) the Privacy Default is contained and assessed;
- (b) MTO is notified in writing immediately that a Privacy Default has occurred;
- (c) the cause or causes of the Privacy Default are investigated in a manner commensurate with the nature and severity of the Privacy Default; and
- (d) corrective and remedial action is taken pursuant to the investigation to prevent further breaches and address related matters.

6.6 Destruction of Confidential Information.

- (a) Subject to **sections 6.6(b) and 6.6(c)**, the Municipality shall destroy all copies of Confidential Information in its possession or control, upon or before the earlier of:
 - (i) the expiration or termination of this Agreement for any reason;
 - (ii) thirty (30) days following completion or fulfilment of the applicable Authorized Use(s) as set out in **Part A-1 of Schedule “A”**; or
 - (iii) the third Business Day after the date of suspension, cancellation or voluntary cancellation of any or all of the Municipality’s accounts with MTO, or any or all of the Municipality’s rights or privileges under this Agreement.
- (b) Despite **section 6.6(a)**, if this Agreement expires and no Event of Default has occurred and then remains outstanding, the Municipality shall not be required to destroy the Confidential Information and records referred to in that section for so long as there remains in full force and effect a separate written agreement entered into by the Municipality with MTO under which the Municipality is authorized

to possess and use that Confidential Information and those records for the purposes for which they are then being possessed and used by the Municipality.

- (c) Despite **section 6.6(a)**, the Municipality shall not be required to destroy the Confidential Information and records referred to in that section to the extent (if any) that:
 - (i) the Confidential Information was also separately obtained by the Municipality from a third party that was not at that time under any obligation to keep such Confidential Information confidential; or
 - (ii) the Confidential Information pertains to an individual who has consented to having the Municipality keep that Confidential Information (provided that such consent is given in accordance with, and in any manner or form required by, applicable law), or
 - (iii) the Municipality is required by applicable law to retain for any period of time any of the Confidential Information. The Municipality shall be permitted to retain such of that Confidential Information or those records, in such form and for such period of time, as is so required by applicable law, subject to the Municipality's confidentiality, non-disclosure and security obligations in this Agreement (including all of the Municipality's obligations in **Articles 4, 5, and 6**).
- (d) For the avoidance of doubt, nothing in this **section 6.6** shall limit or release the Municipality from the security, confidentiality and non-disclosure provisions of this Agreement, which provisions shall survive any termination or expiration of this Agreement and shall remain in full force and effect until such time as they are satisfied or by their nature expire.

6.7 Retention of Licensed Information Within Canada.

Subject to **section 6.9**, the Municipality shall ensure that no Licensed Information will be received, transmitted, stored or retained by the Municipality or on behalf of the Municipality outside Canada for any time period, no matter how short.

6.8 [Section Intentionally Omitted].

6.9 Survival.

For the avoidance this **Article 6** shall survive the expiry or termination of this Agreement.

ARTICLE 7 AUTHORIZED STAFF

7.1 Authorized Staff Listed in Part A-2 of Schedule "A".

The Municipality covenants and warrants that all Authorized Staff as of the date of this Agreement have been listed in **Part A-2 of Schedule "A"**. The Municipality shall, within ten (10) days of any change in the list of Authorized Staff, advise MTO of such change in writing or other format acceptable to MTO. MTO reserves the right in its absolute discretion:

- (a) to reject any employee or contractor of the Municipality as an Authorized Staff member;
- (b) to prohibit an Authorized Staff member from accessing any Licensed Information; and
- (c) to require the Municipality to adhere to any process or procedure specified by MTO from time to time with respect to the selection and designation of Authorized Staff members.

7.2 Employee Training, Security Statements and Contractor Security Agreements.

The Municipality shall require all Authorized Staff:

- (a) when and as required by MTO, to take such training in the handling and protection of the Licensed Information as is made available to the Municipality by MTO;

- (b) who are Municipality employees, to enter into and comply with the Employee Security Statement; and
- (c) who are individual third party contractors engaged by the Municipality, to enter into and comply with the Contractor Security Agreement.

7.3 Authorized Staff Compliance.

The Municipality shall be solely responsible for ensuring that its Authorized Staff fully comply with the Municipality's confidentiality and security obligations contained in this Agreement. Without limiting the generality of the foregoing, or of **section 7.2**, the Municipality shall be solely responsible for ensuring full compliance with the Employee Security Statement and Contractor Security Agreement by Authorized Staff. The Municipality shall indemnify and hold harmless MTO from and against any Damages that occur as a result of any non-compliance with the Employee Security Statement or Contractor Security Agreement by such Authorized Staff.

7.4 Retention of Original Copies.

The Municipality shall retain an original copy of each Employee Security Statement and Contractor Security Agreement from the time it is executed until at least three (3) years after the date the Authorized Staff who signed that Employee Security Statement or the Contractor Security Agreement (as the case may be) ceases to be an employee or contractor of the Municipality. Upon MTO's request from time to time, the Municipality shall provide MTO with copies of all executed Employee Security Statements and Contractor Security Agreements.

ARTICLE 8 AUDIT AND ANNUAL DECLARATIONS

8.1 Audit of Municipality.

The Municipality shall accommodate Audits of the Municipality in accordance with the provisions of Schedule "D" and shall comply with requests by MTO for reasonable assistance with any audits carried out by MTO of any applicable Authorized Service Providers. For the avoidance of doubt, this **section 8.1** and **Schedule "D"** shall survive the expiry or termination of this Agreement for any reason.

8.2 Annual Declaration.

Prior to the expiry of each current Term, the Municipality shall complete, sign and submit to MTO a declaration (the "Declaration") relating to the Municipality's compliance with the obligations under this Agreement during the previous twelve (12) months. The Declaration shall be in such form and format as may be specified by MTO from time to time, and shall be executed by such officer of the Municipality, or other responsible person, as may be specified by MTO in the form of the Declaration.

ARTICLE 9 INDEMNITY AND LIMITATION OF LIABILITY

9.1 Indemnity.

The Municipality agrees to defend, indemnify and hold harmless MTO and its officers, employees, subcontractors, agents and assigns from any and all costs, losses, damages, judgements, claims, demands, suits, actions, causes of action, contracts or other proceedings of any kind or nature based on or attributable to anything done or omitted to be done by the Municipality or its employees or agents, in contravention of this Agreement, except insofar as such claims result directly from the gross negligence or wilful misconduct of MTO.

9.2 Limitation of Liability.

MTO provides the Licensed Information "as is" and makes no warranty, either express or implied, including but not limited to, the accuracy and completeness of the Licensed Information, warranties of merchantability and fitness for a particular purpose.

In no event will MTO and its officers, employees, subcontractors, agents and assigns be liable for any losses, expenses, costs, claims and damages, including any loss of profits or other incidental or consequential damages, based on or attributable to anything done or omitted to be done by the Municipality or its employees or agents in contravention of this Agreement, or arising out of

Municipality's use of, or inability to use the Licensed Information, or delays by MTO, or from failure to supply the Licensed Information, or from inaccurate or out-of-date information contained therein.

9.3 Survival

The provisions of this **Article 9** shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 10 DEFAULT AND REMEDIES

10.1 Events of Default.

"Events of Default" shall include any one or more of the following:

- (a) the Municipality becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (b) the Municipality ceases to carry on business in the normal course;
- (c) there is a material degradation in the security measures (including security products, tools or procedures) that the Municipality has in place to protect the Licensed Information from improper access, loss, alteration or destruction;
- (d) the Municipality commits a Privacy Default and such Privacy Default is not curable or such Privacy Default is curable but the Municipality fails to meet its obligations under **section 6.5**, or, if the Municipality receives notice of a Privacy Default from MTO, it fails to cure the Privacy Default within twenty-four (24) hours of receiving such notice;
- (e) the Municipality fails to meet any other term or condition of this Agreement (excluding any other default expressly referred to in this **section 10.1**) and such default is not curable or such default is curable but the Municipality fails to cure it within ten (10) days of receiving notice of such default from MTO; or
- (f) the Municipality is, or is deemed to be, in default under any other agreement(s) with MTO relating to access or use of any Confidential Information.

10.2 Remedies.

- (a) Upon the occurrence of an Event of Default, MTO shall have the right, effective immediately without notice, to:
 - (i) terminate this Agreement;
 - (ii) suspend or cancel any or all of the Municipality's accounts with MTO;
 - (iii) suspend or cancel any or all of the rights or privileges of the Municipality under this Agreement; and/or
 - (iv) suspend or cancel any or all of the Passwords issued by MTO to the Municipality.
- (b) MTO may also pursue any appropriate administrative, civil and/or criminal remedies for default of any of the provisions of this Agreement.

10.3 Notification of Event of Default.

The Municipality shall notify MTO in writing immediately upon becoming aware that an Event of Default has occurred, or that any other provisions of this Agreement have been breached, but this **section 10.3** shall not apply if the Event of Default is a Privacy Default and the Municipality has complied with its obligations under **section 6.5**.

ARTICLE 11 AMENDMENTS TO THE AGREEMENT

11.1 Amendments.

The Municipality acknowledges and agrees that MTO shall have the right unilaterally to amend this Agreement from time to time. Such amendments shall become effective upon the Municipality's receipt of written notice of such amendments (or at any later time specified in such notice).

11.2 Termination.

If the Municipality receives a notice of any amendments under **section 11.1**, the Municipality shall have the right to terminate this Agreement effective upon written notice to MTO.

ARTICLE 12 PROMOTIONAL MATERIAL

12.1 Accuracy.

Any promotional or informational material disseminated by the Municipality in connection with the Licensed Information or access to the Licensed Information shall be accurate and shall be consistent with the terms and provisions of this Agreement, and shall contain only factual statements relating to the Licensed Information and the purpose and conditions of access as set forth in this Agreement. For the avoidance of doubt, nothing in this **section 12.1** shall be deemed to limit or release the Municipality from any of the confidentiality, security or privacy provisions of this Agreement.

12.2 MTO Trade-Marks and Logo

Neither MTO's name nor any MTO trade-mark or logo may be used by the Municipality without the prior written consent of MTO.

ARTICLE 13 GENERAL PROVISIONS

13.1 Force Majeure.

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, including acts of God, acts of war, fires, floods or other disasters, strikes, walkouts, lockouts, communication line or power failure, or failure, inoperability or destruction of computer hardware, software or firmware (unless caused by the negligence of that party), or any negligence, wilful misconduct or breach of this Agreement by the other party.

13.2 Non-Assignability.

The Municipality may not assign or transfer this Agreement, or any right under this Agreement, either in whole or in part. Subject to this restriction, this Agreement shall enure to the benefit of, and bind, the parties and their respective successors and assigns.

13.3 Notices.

- (a) Any notification or other communication to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery, or sent by electronic facsimile, or mailed by a prepaid registered mail or delivered by courier service. Subject to change by either party with written notice in accordance with this **section 13.3**, notices shall be addressed in accordance with the addresses set out in **Part A-2 of Schedule "A"**.
- (b) Notices shall be deemed to have been effectively given on the date of personal delivery, the date of electronic facsimile transmission or the date of delivery by courier service, or in the case of service by registered mail five (5) days after the date of mailing.

13.4 Waiver.

Failure of MTO to complain of any act or failure to act of the Municipality, or to declare the Municipality in default, shall not constitute a waiver by MTO of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing, duly executed by MTO.

13.5 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. Notwithstanding the foregoing, this **section 13.5** shall not serve to terminate or cancel any outstanding liability or payment arising out of any prior agreements or arrangements of the parties with respect to access to, and use of, the Licensed Information. Except as expressly provided in this Agreement and subject to **section 11.1**, this Agreement may be amended or modified only by an instrument in writing executed by each of the parties.

13.6 Survival of Provisions.

Obligations under this Agreement which expressly or by their nature survive the termination or expiry of the Term will continue in force subsequent to, and in spite of, such termination or expiry until they are satisfied or by their nature expire.

13.7 Electronic Documents and Signatures.

Where a requirement in this Agreement is to be carried out in writing, the writing, including the signature, may be in an electronic format, subject to the approval of MTO.

13.8 Governing Law.

This Agreement shall be deemed to have been formed in the Province of Ontario and shall be governed by the laws in force in Ontario (and the laws of Canada applicable in Ontario). Each party irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising under, or related to, this Agreement.

13.9 French Language Clause (Quebec).

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

13.10 Interpretation.

- (a) Headings are not to be considered part of this Agreement, and are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraph.
- (b) In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; words importing persons include individuals, sole proprietors, corporations, partnerships, trust and unincorporated associations.
- (c) Unless specified otherwise in this Agreement, a reference in this Agreement to a statute refers to that statute as in force at the Effective Date and as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute. A reference to a statute shall be deemed to include any regulations made under that statute.
- (d) For purposes of this Agreement, unless otherwise provided in this Agreement, a period of days or Business Days shall be deemed to:
 - (i) begin on the first day after the event that began that period, and
 - (ii) end at 5:00 p.m. (Eastern Standard Time or Eastern Daylight Savings Time, as the case may be) on the last day or Business Day, as the case may be, of that period.
- (e) In this Agreement the words “**include**”, “**includes**” or “**including**” mean “include without limitation”, “includes without limitation” and “including without

limitation”, respectively, and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

IN WITNESS WHEREOF, each of the parties have executed and delivered this Agreement as of the date first above written.

**HIS MAJESTY THE KING in right of Ontario,
as represented by the Minister of Transportation**

For <DIRECTOR_NAME>,
<DIRECTOR_TITLE>, <DIRECTOR_BRANCH>

By: _____

<Manager Name>
<MANAGER_TITLE>, <MANAGER_OFFICE>

Date: _____

MUNICIPALITY:

By: _____

Print Name: Rick Champagne

Title: Mayor

Date: August 11, 2026

I have the authority to bind the organization.

By: _____

Print Name: Kari Hanselman

Title: Clerk

Date: August 11, 2026

I have the authority to bind the organization.

SCHEDULE “A”
SPECIFICATIONS

Part A-1

A. Licensed Information:

- # OF ALL LANES
- # OF COLLISIONS
- # OF DANGEROUS GOODS
- # OF ENVIRONMENTS
- # OF EVENTS
- # OF FATALITIES
- # OF HIGHWAYS
- # OF IMPACT POINTS
- # OF INDIVIDUAL FATALITIES
- # OF INDIVIDUAL INJURIES
- # OF INDIVIDUAL MAJOR INJURIES
- # OF INDIVIDUAL MINIMAL INJURIES
- # OF INDIVIDUAL MINOR INJURIES
- # OF INDIVIDUAL NO INJURIES
- # OF INDIVIDUAL UNKNOWN INJURIES
- # OF LANES
- # OF PERSONS INVOLVED
- # OF THRU LANES
- # OF VEHICLES INVOLVED
- 1ST IMPACT POINT
- 2ND IMPACT POINT
- ADVANCED DRIVING TECH
- AIR BRAKES
- APPREHENDED
- APPROXIMATE SPEED
- AUTONOMOUS VEHICLE
- BAC TEST RESULT
- BODY STYLE
- COLLISION CLASSIFICATION
- COLLISION DATE
- COLLISION DIAGRAM
- COLLISION LANE #
- COLLISION LOCATION
- COLLISION MUNICIPALITY
- COLLISION RECORD STATUS
- COLLISION REPORT #
- COLLISION TIME
- COLLISION YEAR
- COLOUR OF VEHICLE
- COUNTY
- CVOR NUMBER
- DANGEROUS GOODS #
- DANGEROUS GOODS DESCRIPTION
- DANGEROUS GOODS PIN
- DATE POLICE ARRIVED
- DAY OF WEEK
- DESCRIPTION OF COLLISION
- DOORING
- DRIVER/PEDESTRIAN ACTION
- DRIVER/PEDESTRIAN AGE
- DRIVER/PEDESTRIAN CONDITION
- PROVINCE OR STATE OF DRIVER'S LICENCE

- DRIVER RESTRICTION
- DRIVER/PEDESTRIAN SEX
- DRIVER SUSPENDED (YES/NO)
- EJECTION (YES/NO)
- EMERG EQUIPMENT (YES/NO)
- EMERG SIGNAL (YES/NO)
- ENVIRONMENT DESCRIPTION
- FAIL TO REMAIN ACCIDENT (YES/NO)
- FATALITY # BY VEHICLE
- HIT AND RUN (YES/NO)
- IMPACT LOCATION
- INDIRECTLY INVOLVED
- INITIAL IMPACT
- INITIAL IMPACT POINT
- INJURY
- INSURANCE STATUS (YES/NO)
- INVOLVED PERSON #
- LATITUDE
- DRIVER'S LICENCE CLASS
- LICENSED TO DRIVE (YES/NO)
- LIGHT
- LOADED VEHICLE (YES/NO)
- LOCATION JURISDICTION
- LONGITUDE
- MAINLINE/RAMP
- MAKE, MODEL, AND YEAR OF VEHICLE
- POSTED SPEED
- MICROFILM #
- MTO COLLISION REF #
- MUNICIPALITY
- OCCUPANT COUNT PER VEHICLE
- PAVEMENT MARKINGS
- PAVEMENT TREATMENTS
- PERSON AGE
- PERSON SEX
- POLICE
- POLICE CHARGE
- POSITION IN VEHICLE
- POSTED ADVISORY SPEED
- PROVINCIAL/OTHER
- RAMP #
- ROAD ALIGNMENT
- ROAD CHARACTERISTIC
- ROAD NAME
- ROAD SURFACE
- ROAD SURFACE COND
- RIDE HIRE
- NUMBER OF ALL LANES
- SAFETY EQUIPMENT DESCRIPTION
- SAFETY EQUIPMENT USED (YES/NO)
- SEQUENCE OF EVENT #
- SEQUENCE OF EVENTS DESCRIPTION
- SEQUENCE OF EVENTS OFFSET
- SNOW TIRE
- SPECIAL STUDY
- SPECIAL ZONES (CONSTRUCTION, COMMUNITY, SCHOOL)
- SELF-REPORTED COLLISION
- TIME POLICE ARRIVED

- TOTAL # OF COLLISION LANE TYPE
- TOTAL FATALITIES # - AT COLLISION
- TOTAL VEH INVOLVED - AT COLLISION
- TOWED TRAILER TYPE
- TOWED VEH TYPE
- TRAFFIC CONTROL & CONDITION
- TRAILER CONNECTION
- TRAVEL DIRECTION
- TRUCK (YES/NO)
- VEH #
- VEH CLASS
- VEH COND
- VEH DAMAGE LEVEL
- VEH LOADED (YES/NO)
- VEH MANOEUVRE
- VEHICLE PROVINCE OR STATE REGISTRATION
- VEH TYPE

A. Authorized Use(s):

In accordance with the terms and conditions of this Agreement as well as section 205 of the *Highway Traffic Act, R.S.O. 1990, C. H. 8*, as may be amended from time to time, the Authorized Use(s) is as identified by immediately below.

The Municipality is authorized to access MTO's CARS, solely for the purpose of carrying out the Project, including:

- Reviewing, managing, and analyzing collision and transportation data, including daily refreshed records, enhanced location information, and network-updated collision datasets.
- Producing safety, planning, and operational analyses, such as collision summaries, trend analyses, dashboards, and performance measures that inform municipal transportation planning and decision-making.
- Integrating the data with other municipal or transportation datasets, this can include but is not limited to, traffic volumes, construction activity, and historical or environmental datasets, for purposes directly supporting transportation safety, planning, and evaluation.
- Exporting data for internal municipal analysis or system integration, in accordance with data-handling, privacy, and security requirements established under this Agreement.

MTO does not prohibit the publication of statistical collision data by municipalities, provided that such publications exclude collision reference number(s) and any personal or personally identifiable information.

B. Delivery Channels:

Licensed Information will be accessed through the CARS secure system interface utilizing Microsoft Power BI.

C. Data Access:

Each Authorized Staff user shall be assigned their own unique Ontario.ca email address, which is required for authentication and secure access to the CARS and shall only be used exclusively for accessing the Licensed Information via CARS. This individual credential ensures accountability, facilitates system tracking, and supports proper user management within the Municipality's access framework.

D. Evaluation Activities:

The Municipality agrees to participate in evaluation activities as required by MTO, including providing feedback on system usability, effectiveness, and the extent to which system access meets operational expectations. The Municipality shall also provide a summary of its use of the system and related outcomes either six months following the execution of this Agreement or upon completion of its standard review period, whichever comes first. This information will support MTO's assessment of the system's effectiveness and its potential for broader implementation.

Part A-2

A. Addresses for Notice:

- (a) For MTO

<

Attention: <

Telephone:

Email:

- (b) For the Municipality

The Corporation of the Municipality of East Ferris

Physical Address:

25 Taillefer Road, Corbeil, Ontario P0H 1K0

Mailing Address:

25 Taillefer Road, Corbeil, Ontario P0H 1K0

Attention: Jason Trottier, Chief Administrative Officer

Telephone: (705) 752-2740

Facsimile: (705) 752-2452

B. List of Authorized Staff:

Jason Trottier, Chief Administrative Officer

Antoine Boucher, Director of Public Works and Engineering

SCHEDULE “B-1”
MUNICIPALITY EMPLOYEE SECURITY STATEMENT

Municipality Name:	<LEGAL_NAME> operating as <OPERATING_NAME> (the “Municipality”)	
Employee Name:		
Division:		
Position #:		
Telephone Number:		Fax Number:
Email Address:		

1. The **Municipality** is licensed to receive confidential and personal information (the “**Information**”) from files and databases administered by the Ontario Ministry of Transportation (“**MTO**”). MTO and the Municipality are committed to protecting this Information from unauthorized access, use or disclosure. The following policies have been adopted to address employees’ responsibilities for handling and protecting this Information.
2. As an employee of the Municipality, you may access this Information only when necessary to perform your duties as such employee in the course of your employment, and only for the following purposes: Schedule “A” Authorized Use(s)
3. You must not access or use this Information for personal reasons. (Examples of inappropriate access or misuse of Information include, but are not limited to: making inquiries for personal use or processing transactions on your own records or those of your friends or relatives; accessing Information about another person, including locating their residence address, for any reason not related to your work responsibilities or not authorized by the Municipality.)
4. You may disclose Information only to individuals who have been authorized to receive it through appropriate procedures which have been authorized by MTO. (Examples of unauthorized disclosures include but are not limited to: looking up someone’s address for a friend.)
5. You must take reasonable precautions to maintain the secrecy of any password you use to access Information electronically. Reasonable precautions include, but are not limited to: not telling others your password or knowingly allowing them to observe while you enter it at a terminal; and frequently changing your password (and, if you suspect your password has been used by someone else, changing it immediately and notifying the Municipality); and selecting randomized strong passwords that meet current industry standards, including but not limited to:
- a minimum of eight (8) characters in length;
 - a combination of upper- and lowercase letters; and
 - at least one numeric and special character.
6. You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving your terminal unattended while you are logged onto the system; exiting the database which contains any Information when you leave your workstation; securing your terminal with a locking device if one has been provided; storing in a secure place any user documentation to programs through which electronic access to any Information may be gained; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to the Municipality.

I have read and I understand the security policies stated above, and will comply with them and any other security policies issued in the future by the Municipality, or by MTO. I understand that failure to comply with these policies may result in disciplinary action by the Municipality and/or civil or criminal prosecution in accordance with applicable statutes.

Signature of Employee

Date:

Witnessed By

Date:

SCHEDULE “B-2”
CONTRACTOR SECURITY AGREEMENT

Municipality Name:	<LEGAL_NAME> operating as <OPERATING_NAME> (The “Municipality”)
Contractor Name:	(The “Contractor”)
Position:	
Employer Address: City, Province, Postal Code:	
Employer Phone #:	

1. The **Municipality** is licensed to receive confidential and personal information (the “**Information**”) from files and databases administered by the Ontario Ministry of Transportation (“**MTO**”). MTO is committed to protecting this Information from unauthorized access, use or disclosure. The following policies have been adopted to address the responsibilities of the Contractor for handling and protecting this Information. In consideration of the Contractor’s engagement by the Municipality, the Contractor hereby agrees to abide by the terms and conditions set out in this **Contractor Security Agreement**.

2. The Contractor may access this Information only when necessary to perform his or her duties as such contractor in the course of the Contractor’s engagement by the Municipality, and only for the following purposes: Schedule “A” Authorized Use(s)

3. The Contractor must not access or use this Information for personal reasons. (Examples of inappropriate access or misuse of Information include, but are not limited to: making inquiries for personal use or processing transactions on the Contractor’s own records or those of the Contractor’s friends or relatives; accessing Information about another person, including locating their residence address, for any reason not related to the Contractor’s work responsibilities or not authorized by the Municipality.)

4. The Contractor may disclose Information only to individuals who have been authorized to receive it through appropriate procedures which have been authorized by MTO. (Examples of unauthorized disclosures include but are not limited to: looking up someone's address for a friend.)

5. The Contractor shall take reasonable precautions to maintain the secrecy of any password used to access Information electronically. Reasonable precautions include, but are not limited to: not telling others the Contractor’s password or knowingly allowing them to observe while the Contractor enters it at a terminal; and frequently changing the Contractor’s password (and, if the Contractor suspects that his or her password has been used by someone else, changing it immediately and notifying the Municipality); and selecting randomized strong passwords that meet current industry standards, including but not limited to:

- a minimum of eight (8) characters in length;
- a combination of upper- and lowercase letters; and
- at least one numeric and special character.

6. The Contractor shall take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving the Contractor’s terminal unattended while the Contractor is logged onto the system; exiting the database which contains any Information when the Contractor leaves his or her workstation; securing the Contractor’s terminal with a locking device if one has been provided; storing in a secure place any user documentation to programs through which electronic access to any Information may be gained; and reporting any suspicious circumstances or unauthorized individuals the Contractor has observed in the work area to the Municipality.

The Contractor acknowledges having read and understood the security policies stated in this Contractor Security Agreement, and agrees to comply with them and any other security policies issued in the future by the Municipality or MTO. The Contractor understands that failure to comply with these policies may result in the termination of the Contractor’s placement with the Municipality and/or civil or criminal prosecution in accordance with applicable statutes.

Signature of the Contractor

Date:

Signature of Municipality’s authorized representative

Date:

SCHEDULE “D”
AUDIT, INSPECTION AND REVIEW

1. Right of Audit.

MTO shall have the right, from time to time, to Audit such of the Municipality’s businesses and operations as relate to or are involved in the performance of the Municipality’s obligations under this Agreement, including:

- (a) the Municipality’s security arrangements (including the Employee Security Statements and Contractor Security Agreements), and the Municipality’s books and records; and
- (b) any media of, or in the possession of, the Municipality that may contain any Confidential Information.

2. Timing of Audits.

The Audits contemplated in **section 1** may be conducted at any time during the Municipality’s normal business hours either:

- (a) upon twenty-four (24) hours’ prior written notice; or
- (b) without prior written notice in the case of Audits relating to possible Privacy Defaults.

3. Authorized MTO Representatives.

MTO shall have the right to engage third party representatives to perform Audits contemplated in this **Schedule “D”**.

4. Privacy Compliance.

- (a) **Privacy-related Audits.** Without limiting the generality of **section 1**, MTO shall have the right to conduct the Audits contemplated in **section 1**, to measure the Municipality’s compliance with:
 - (i) the Privacy Laws;
 - (ii) the provisions of this Agreement relating to the Municipality’s compliance with the Privacy Laws;
 - (iii) the provisions of **Articles 4 to 7** inclusive; and
 - (iv) any other provisions of this Agreement that relate to Personal Information or the Processing of Personal Information.
- (b) **Privacy Compliance Meetings.** In addition to performing the Audits contemplated in **section 4 (a)**, MTO may require the Municipality to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 4 (a)**. Such meetings shall be held at such times and places as MTO may mutually agree upon with the Municipality from time to time, acting reasonably. However, if as a result of any such Audit MTO has reason to believe that the Municipality has committed a Privacy Default, MTO may require such meeting to be held within one (1) Business Day of MTO’s notifying the Municipality in writing that MTO wishes to hold such meeting.

5. Performance Reviews.

- (a) **Audits Relating to Overall Performance.** Without limiting the generality of **section 1**, MTO shall have the right to conduct the Audits contemplated in **section 1**, to measure the Municipality’s overall performance of its obligations under this Agreement.
- (b) **Meetings to Review Overall Performance.** In addition to performing the Audits contemplated under **section 5 (a)**, MTO may require the Municipality to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 5 (a)**. Such meetings shall be held from time to time at such times and places as MTO and the Municipality, acting reasonably, may agree upon.

6. **Location and Manner of Audits.**

The Audits contemplated in **section 1** may be conducted on-site at the location(s) of any of the Municipality's Authorized Premises, including the location(s) of any of the following:

- (a) the Employee Security Statements or Contractor Security Agreements, or the Municipality's books and records; or
- (b) any media in the possession or under the control of the Municipality that contain any Confidential Information.

Such Audits may be conducted in whole or in part by remote electronic means if the Municipality's electronic Systems have the functional capability of facilitating such remote Audits.

7. **Municipality Co-operation.**

The Municipality shall fully co-operate with MTO in facilitating the conduct of any Audits contemplated in **section 1**, including providing such access, documentation, information, copies of documentation and information, and assistance as MTO may reasonably request for the purpose of such Audits.

8. **Duration of Audit Rights.**

MTO's Audit rights as contemplated in **section 1** shall be in force from the Effective Date to the date which is three (3) years after the expiration or termination of the Agreement.

9. **Correction of Defaults.**

Without limiting or restricting any other obligations of the Municipality, or rights or remedies of MTO, under this Agreement or at law or in equity:

- (a) the Municipality shall, at its sole cost, correct any breaches by the Municipality of this Agreement (including any Privacy Defaults) identified through an Audit (and in respect of which MTO has provided written notification to the Municipality). Such corrections shall be done as expeditiously as reasonably possible and in any event within the applicable cure period (if any) provided in **section 10.1** of the Agreement.
- (b) the Municipality shall notify MTO in writing upon such breaches having been corrected.
- (c) After receiving the notification referred to in **section 9 (b)** of this **Schedule "D"** from the Municipality, MTO may conduct a follow-up Audit to confirm that all such breaches have been corrected.
- (d) If requested by MTO in the notification referred to in **section 9 (a)**:
 - (i) the Municipality shall provide to MTO, within ten (10) days of receiving the notification referred to in **section 9 (b)** (or within five (5) days of receiving such notification, where such breaches constitute Privacy Defaults), a reasonable written plan, satisfactory to MTO, outlining the steps the Municipality will take to ensure that such breaches do not occur again; and
 - (ii) the Municipality shall implement the plan provided under **section 9 (d)(i)**.

10. **Costs of Audit.**

- (a) All costs incurred by the Municipality in connection with the Audits contemplated in **section 1** shall remain solely the responsibility of the Municipality.
- (b) Except as provided in **section 10 (c)**, all costs incurred by MTO in connection with the Audits contemplated in **section 1** shall remain solely the responsibility of MTO.
- (c) Despite **section 10 (b)**, if any Audit contemplated in **section 1** discloses a material uncured default by the Municipality under this Agreement, then the Municipality shall reimburse MTO for MTO's reasonable and verifiable costs of conducting such Audit.

11. **Without Prejudice.**

For the avoidance of doubt, nothing in this **Schedule “D”** shall be deemed to limit or prejudice the rights of MTO or the obligations of the Municipality under any other provision of this Agreement or at law or in equity.