



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

Meeting Date:	Monday, February 08, 2021
To:	Mayor Mills and Members of Council
From:	Carol Maitland Economic Development and Marketing Coordinator
Report:	EDC 2021-01
Subject:	Town of Shelburne Business E-Commerce Website Community Collaboration project

Recommendation

Be it Resolved that Council:

1. Receives report EDC 2021-01 regarding the Town of Shelburne Business E-Commerce Website Community Collaboration project for information; and that
2. The Mayor or his designate and Clerk are hereby authorized to execute the Memorandum of Understanding with Innovation Guelph and all documents in connection with the project.

Background

The Town applied for funding for an e-commerce “mall site” through Innovation Guelph and has received a grant for \$7,184. The Town was advised in January 2021 that grant funding for the project would be awarded.

The grant funding supports a one-year subscription to Shopify, additional add-on’s that will improve the e-commerce sites function, and cost associated with development of the site.

The acceptance of the grant funding requires a memorandum of understanding to be approved by Council and signed by the designated authorities on behalf of the Town.

Innovation Guelph provides grant funding.

In 2020, the Economic Development Committee and the Town were made aware of the funding through their Community Collaboration Project. Funding supports projects that brings together community stakeholders to identify and implement solutions to help solve some of the challenges main street businesses are facing due to COVID with funding provided by Digital Main Street.

Digital Main Street (DMS) is a program focused on assisting main street small businesses (MSB) with their adoption of technologies. Through a partnership with FedDev Ontario and the Province of Ontario, grant opportunities are available to enable this digital transformation process.

Analysis

The Town of Shelburne conducted an e-commerce survey with local business' in July 2020. This was completed to better understand our local business needs and how the Town could support them, especially during the pandemic and the focus on on-line sales:

The response indicated that 76.7% said yes or would consider depending on:

- That would depend on the number and type of businesses that participate
- Depends upon the cost
- It would be something I would be interested in participating in if it applied to our services
- Uncertain. Need to know costs, how customers would access, what is the town's cut
- As I am a small practice and have myself and only 1 employee, I am hesitant to answer as I'm not sure what type of learning curve and time commitment it would take
- As a customer it is very important! But not part of my business model- can't ship a haircut
- Only if it included businesses in the surrounding area, not just downtown Shelburne

Participants were asked to rank from most important to least features of an e-Commerce site:

1. Ability to schedule appointments
2. Accessible on any device
3. Easy to use
4. Price
5. Customer support
6. Ability to send out alerts to clients i.e., Flash sale
7. Lots of design templates
8. Inventory system
9. Accept payments anywhere
10. Country of origin

Based on the feedback from participants, it was determined that the site be created by a developer familiar with creating similar e-commerce sites using a Shopify platform. Shopify is the only online platform that currently allows multiple storefronts and “plug and play utilities”. Shopify has developed strong relationships with BIA’s and the provincial government, through their main street program, and has been determined to be the best and most cost-effective tool for the e-commerce site.

Financial

There is no cost to the Town of Shelburne as the project is funded by a grant.

The 2021 budget for the E-Commerce site is \$7,184.

\$2300 per year is projected for subsequent years to maintain the program. This amount will be included in future annual operating budgets for the consideration of Council.

Policies & Implications

Not applicable

Consultation and Communications

Orangeville BIA, Shopify and Green Monkey - digital advertising and design agency

Council Strategic Priorities

Council’s Strategic Priorities has three Goals - Sustainable, Engaged and Livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Targets:

Target T5 - Improve technology

Target T4 - Promote balanced growth

Supporting Documentation

Appendix 1 Memorandum of Understanding: Town of Shelburne and
Innovation Guelph

Respectfully submitted:

Carol Maitland, Economic Development & Marketing Coordinator

Denyse Morrissey, Chief Administrative Officer B.A; M.P.A.

Appendix 1 to Report EDC 2021-01

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of **January 18, 2021** (the "**Effective Date**"), sets forth certain binding understandings and agreements between **the Town of Shelburne** ("**Collaborator**") and **Innovation Guelph** ("**Innovation Guelph**", and together with **the Town of Shelburne** collectively the "**Parties**" and each a "**Party**").

WHEREAS, each of the Parties have entered into Contribution Agreements with HER MAJESTY THE QUEEN IN RIGHT OF CANADA hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario (each, a "**FedDev Agreement**") for the purposes of supporting rural communities and small and medium-sized enterprises to enable their recovery from economic disruptions associated with the COVID-19 outbreak;

WHEREAS, pursuant to the FedDev Agreements, Collaborator will lead delivery of the Community Collaboration Project ("**Community Collaboration Project**") to businesses in Shelburne, Ontario in collaboration with Innovation Guelph; and Innovation Guelph will lead delivery of the Future Proof program ("**Future Proof**") to businesses in Guelph, Wellington, and Dufferin regions of Ontario.

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, which are hereby acknowledged as sufficient consideration, the Parties agree as follows:

1. Interpretation and Definition

(a) Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. The words "shall" and "will, mean "must" and not "may".

(b) Definitions. The following words have the ascribed meaning:

"**Capital Costs**" has the meaning in the ordinary course.

"**Non-Capital Costs**" means those costs incurred in relation to purchase of IT (hardware, licensing and software) and training for students along with website development needed to support the Project.

"**Eligible Costs**" means those costs incurred by the Parties and which, in the opinion of the Minister, are reasonable and required to carry out the Project, and which is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.

"**Eligible and Not-Supported Costs**" means those Eligible Costs which are not supported by the Minister, and which may be contributed by cash, goods and / or services provided that the Goods are contributed and the Services are rendered to the Project between the eligible dates.

"**Eligible and Supported Costs**" means those Eligible Costs supported by the Agreement and provided further to Innovation Guelph, as set out under Exhibit 1 (Costing Guideline Policy), and include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

"**Future-Proofing Main Street Platform**" means placement of the Labour, Capital and Non-Capital costs in relation to the agreed upon component of the Project.

"**Labour**" has the meaning as applicable based on the guidance set out under Exhibit 1 of this MOU.

"**Policies**" or a "**Policy**" means the guidance and obligations in respect of a topic which Innovation Guelph must follow in order for the Parties to comply with the Agreement, as attached hereto or provided from time to time.

“**Project**” includes, but is not limited to, student placements and contractors to provide services to eligible businesses, and required training to students.

“**SME**” means small and medium-sized enterprises, located in Southern Ontario with 1 to 499 full-time equivalent employees.

Southern Ontario includes the following regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

Southwestern Ontario includes the following regions: 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey.

2. **Funding.** Innovation Guelph agrees to pay Collaborator according to the Funding and Payment Schedule outlined in Exhibit 1, Statement of Work. Notwithstanding anything else in this Agreement, Collaborator acknowledges and agrees that all Funding to be provided by Innovation Guelph is entirely conditional on Innovation Guelph receiving sufficient allocated funding from FedDev to enable it to make payment thereof, and that Innovation Guelph may terminate, suspend, or revoke such obligations, in whole or in part, at any time by giving written notice to Collaborator should it not receive funds from FedDev, which are sufficient for such purposes.

3. **Use of Funding.** Collaborator agrees the Funding will be used solely on Eligible Costs as required by the FedDev Agreement, and will use the Funding solely for the purpose of carrying out the Statement of Work as outlined in Exhibit 1. Collaborator shall be responsible for any cost overruns, if any, unless the cost overrun is agreed to in advance and in writing by both Parties.

(a) **Obligations.**

(b) Innovation Guelph and Collaborator shall:

- (i) collaborate and work together in good faith to perform the Statement of Work as set out in Exhibit 1 of this Agreement and as required by the FedDev Agreements;
- (ii) comply with all Policies, including but not limited to the Federal Visibility Requirements and the Costing Guideline Policy attached to this MOU;
- (iii) comply with all other orders or requirements of the Minister and any flow-through provisions of the FedDev Agreements which are applicable at any time to the Parties.

4. **Conditional Funding.** The Parties acknowledge that the Minister may withdraw financial assistance in respect of any activity contemplated for funding support under this MOU in the Minister’s sole discretion upon ten (10) business days written notice to the Parties, in the event of, and in relation to any material change in respect of any aspect of Innovation Guelph or Collaborator and the fulfilment of its obligations which has a significant negative impact on the ability to provide services or comply with the Policies.

5. **Indemnification.** Each Party shall indemnify the other Party for any costs or losses incurred in the event the Minister requires either Party to repay Her Majesty the whole or any part of the amounts provided

by one Party to the other, where such repayment obligation arises from the negligence, willful misconduct, breach of law or any other action, contrary to the MOU's terms, by either Party or its representatives.

6. **Limitation of Liability.** In no event will either Party be liable under or in connection with this MOU under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and, otherwise, for any consequential, incidental, indirect, exemplary, special, aggravated or punitive damages, regardless of whether such Party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable.

7. **Confidentiality & Public Announcement.** Both Parties shall maintain confidentiality in respect of this MOU in accordance to the guidance provided by the authorized representatives of Collaborator and Innovation Guelph.

8. **Warranty.** Both Parties provide absolutely no guarantee or warranty in respect of funding or any other outcome under this MOU. Both Parties enter this MOU aware that all funding is solely provided pursuant to the FedDev Agreements, subject to all the limitations and obligations set out therein and neither Party shall be liable to the other for any funding limitations, cost or expenses incurred by the Parties to comply with the obligations under this MOU and the FedDev Agreements as applicable, and for curing any breach by either Party of their obligations to the Minister or of any obligations to a SME, including those relating to privacy or other rules and regulations imposed on parties in the regular course.

9. **Costs and Expenses.** Each Party shall be responsible for all of its costs and expenses associated with pursuing this MOU and the performance of its obligations under this MOU.

10. **Term and Termination**

(a) This MOU shall be valid from the Effective Date until the date the Projects agreed upon are terminated or completed. A Party may terminate this MOU for convenience upon giving 90 days to the other Parties, provided all obligations for a Party which arise (i) pursuant to this MOU or the applicable parts of the Agreement as agreed upon; and (ii) is expected to survive a termination of this MOU, shall survive the termination or expiry of this MOU.

(b) Either Party may terminate this Agreement immediately if the other Party is in default, including where either Party: (i) makes a misrepresentation; (ii) fails to comply with a term or condition of the MOU; or (iii) commits to an act of bankruptcy, becoming insolvent, winding-up or dissolving its operations, ceasing or substantially ceasing to carry on its business, or selling all or substantially all of its assets.

(c) Upon termination or expiry of this MOU, all sections which are meant to survive under this MOU, shall continue to be apply to the Parties.

11. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

12. **Arbitration.** Any dispute a dispute arises concerning the application or interpretation of this MOU, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.

13. **Relationship of the Parties; No Franchise Relationship.** The Parties to this MOU are independent contractors and nothing in this MOU will be deemed or construed as creating a joint venture, partnership, agency relationship, franchise or business opportunity between the Parties. Neither Party, by virtue of this

MOU, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party.

14. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses that may be designated by the Party giving Notice from time to time in accordance with this Section. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email if sent during the addressee’s normal business hours and on the next business day if sent after the addressee’s normal business hours; and (d) on the 7th day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

15. **Amendments and Modifications.** No amendment to or modification of this MOU is effective unless it is in writing and signed by an authorized representative of each Party.

16. **Waiver.** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this MOU, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MOU will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. **Severability.** If any provision of this MOU is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this MOU or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. **Entire Agreement.** This MOU, and various clauses and sections of the Agreement, incorporated herein by reference, and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this MOU and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

19. **No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU. Notwithstanding this subsection (e), nothing in this MOU shall in any way limit the remedies available to the Minister or the supervisory and audit rights of the Minister, as set out further under the Agreement.

20. **No Assignment.** Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the other Party’s prior written consent.

21. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

<p>The Town of Shelburne</p> <p>BY: _____</p> <p>DATE: _____</p> <p>NAME: Wade Mills</p> <p>TITLE: Mayor</p> <p>Town of Shelburne 203 Main Street East Shelburne ON L9V 0G8</p> <p>The Town of Shelburne</p> <p>BY: _____</p> <p>DATE: _____</p> <p>NAME: Jennifer Willoughby</p> <p>TITLE: Director of Legislative Services/Clerk</p> <p>Town of Shelburne 203 Main Street East Shelburne ON L9V 0G8</p> <p>The Town of Shelburne</p> <p>BY: _____</p> <p>DATE: _____</p> <p>NAME: Carey Holmes</p> <p>TITLE: Director of Financial Services/Treasurer</p> <p>Town of Shelburne 203 Main Street East Shelburne ON L9V 0G8</p>	<p>Innovation Guelph</p> <p>BY: _____</p> <p>DATE: _____</p> <p>NAME: Anne Toner Fung</p> <p>TITLE: CEO</p> <p>Innovation Guelph 361 Southgate Drive Guelph ON, N1G 3M5</p>
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EXHIBIT 1 STATEMENT OF WORK

Under this Agreement, Collaborator will lead delivery of the Digital Main Street Community Collaboration Project in Shelburne, Ontario on behalf of Innovation Guelph.

Tier One: Community Collaboration Project

Under Tier One, Innovation Guelph will support main street businesses through partnering with Collaborator to deliver the “Community Collaboration Project” in Shelburne, Ontario.

The program partners Digital Main Street with local Regional Innovation Centres (RICs) to bring together municipalities, business improvement areas (BIAs), chambers, small business enterprise centres (SBECs), entrepreneurs from both main street and the innovation community, and other key community stakeholders.

Though the Community Collaboration Project pairs the innovation community to the main street community, pilot projects do not necessarily need to be centred in digital or technological solutions. Through mutual engagement, challenges can be addressed in whatever method offers the most impact to main street businesses.

Responsibilities

Under the Community Collaboration Project, Collaborator will be responsible for delivering the program in Shelburne, Ontario.

Specifically, Collaborator will:

1. Deliver the program as outlined in Appendix A

Under the Community Collaboration Project, Innovation Guelph will:

1. Issue funds to Collaborator as per the payment schedule below
2. Collect relevant statistics about Collaborator’s Community Collaboration Project to include in a final report to FedDev by March 1, 2021

Payment Schedule

Innovation Guelph will provide Collaborator the funding according to the below schedule, upon receipt of invoice from Collaborator:

Payment Number	Amount	% of Total	Timeline
Payment 1	\$7,184	100%	Upon execution of MOU by both Parties

Reporting

Collaborator will report to Innovation Guelph by March 1, 2021 with the following details:

1. # of Businesses supported/impacted through this Community Collaboration Project.
2. # of Jobs created and/or maintained through this Community Collaboration Project.

EXHIBIT 2 COSTING GUIDELINE POLICY

1.0 General Conditions

1.1 Costs are Eligible Costs for the purposes of this MOU only if they are, in the opinion of the Minister:

- (a) directly related to the intent of the Project;
- (b) reasonable; and
- (c) incurred between the dates permissible under the Agreement.

1.2 Eligible costs for reimbursement must be net of any refund or eligible tax credits (including HST).

1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised and the costs incurred between the permissible period of time.

1.4 The costs of all goods and services acquired from an entity which, in the opinion of the Minister, is not at arm's length from Innovation Guelph or Collaborator shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible Costs, unless Innovation Guelph or Collaborator causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible Costs, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Transportation

Eligible and Supported Costs incurred for travel are those, which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged at actual costs, but only to the extent that they are considered reasonable by the Minister.

Necessary return airfare, train fare or bus fare at economy rates for participating personnel, where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible and Supported Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Food and accommodation costs are eligible only if deemed necessary to the performance of the Project in the opinion of the Minister. If eligible, food and accommodation allowances will be based on current Treasury Board of Canada Travel Directives. Costs that are, in the opinion of the Minister, entertainment or hospitality costs are not eligible.

2.2 Audit of Project Costs Claimed

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Consultants

The direct costs of studies and/or services carried out by a private contractor or consultant are eligible.

The Minister shall not contribute to the cost of the services of any consultant that is not, in the opinion of the Minister, at arm's length from the Recipient.

2.4 Calculation of Direct Labour

Labour and benefit costs claimed by Innovation Guelph or Collaborator as Eligible Costs will include only that time worked between the Commencement Date and Project End Date, at the payroll rate, and excludes indirect time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.

Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:

- (a) actual cost; and
- (b) twenty percent (20%) of the payroll rate of each employee.

Benefits such as car allowances and other benefits beyond those listed above are not eligible.

2.5 Sales Taxes

Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency. In order to have the HST approved as an Eligible Cost on claims, Innovation Guelph or Collaborator will be required to provide documentation verifying the organization's status under the relevant tax legislation.

3.0 Ineligible Costs

All costs supported through other Government supports are ineligible for the purpose of this project.

For greater certainty, any costs that do not qualify as Eligible Costs in accordance with section 1.0 of this Exhibit 1, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:

- (a) costs of land, building or vehicle purchase;
- (b) costs of intangible assets such as goodwill, whether capitalized or expensed;
- (c) depreciation or amortization expenses;
- (d) interest on invested capital, bonds, or debentures;
- (e) bond discount;
- (f) monthly mortgage and loan payments;
- (g) refinancing of an existing debt;
- (h) losses on investments, bad debts and any other debts;
- (i) fines or penalties;
- (j) costs related to litigation;
- (k) fees for administrators, including payments to any member or officer of Innovation Guelph's or TABIA's Board of Directors;
- (l) opportunity costs;
- (m) hospitality and entertainment costs;
- (n) franchise fees and franchise license costs;
- (o) lobbyist fees; and
- (p) new capital expenditures

EXHIBIT 3

FEDERAL VISIBILITY REQUIREMENTS POLICY

For the purposes of this Exhibit, “**Recipient**” means any party which receives funding by the Minister in respect of the Project.

1. The Recipient agrees that its name, the amount of the contribution by the Minister, and a description of the general nature of the activities supported under this MOU may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. The Recipient agrees to work together with the Agency to develop a mutually agreed-upon communications plan intended to maximize visibility of the support received from the Minister. The plan will include Government of Canada acknowledgement in public facing materials and digital and other media content.
3. Specifically, the Recipient agrees that website and marketing / communication materials for the Project will note the support from the Government of Canada through FedDev Ontario. In addition, each recipient of support through this Project will be made aware, in writing, that the support was made possible through the Government of Canada and FedDev Ontario. Results, success stories, and a breakdown in the distribution of funding provided under all activities of the Project will be included on the relevant websites.
4. In order to promote the support received from the Minister, and to raise awareness of the Agency’s ongoing work and impact across Southern Ontario, the Recipient agrees to, at the request of the Agency:
 - (a) participate in and assist with the coordination of a public announcement of the Project in the form of an event and/or news release, as determined by the Minister. The Recipient shall maintain the confidentiality of this MOU until the public announcement takes place;
 - (b) highlight project achievements and milestones in the form of public events and/or news releases;
 - (c) celebrate project completion in the form of a public event and/or news release; and
 - (d) participate in and assist with activities and projects intended to demonstrate the Agency’s impact across Southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.
5. All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency’s Communications Branch. Notice of fifteen (15) business days must be given to the Minister for any public event.
6. For the activities listed above, the Minister may require access to the Recipient’s work site(s), but only insofar as trades secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.
7. The Recipient agrees to include the appropriate “Government of Canada” wordmark and/or Agency funding acknowledgement in all publications and activities that describe or promote the products and services funded in whole or in part by this MOU, including, but not limited to, web sites, social media, digital and print media. All official government identifiers will be provided to the Recipient by the Agency and must be approved by the Agency prior to publication. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release. The Recipient will acknowledge the support received from Her Majesty in all communication and promotional activities until twelve (12) months following the Project completion date.

8. The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

9. Visibility requirements may be exempted in circumstances where public acknowledgement of Ministerial support is detrimental to the Recipient and/or the Project. These cases must be made known to the Minister.

APPENDIX A – COMMUNITY COLLABORATION PROPOSAL

Town of Shelburne Business E-Commerce Website

The Town of Shelburne conducted an e-commerce survey in July 2020. 58% of the businesses indicated that they would not be interested in individual E-Commerce stores, although they admitted to using online shopping (100%). The barriers that prevent businesses from opening an E-Commerce store were: 75% - I cannot afford the costs of setup and maintenance and 25% - I do not have the time.

Asked whether they would be interested in a Town of Shelburne E-Commerce mall? 76.7% said yes or would consider depending on:

- That would depend on the number and type of Businesses that participate.
- Depends upon the cost
- It would definitely be something I would be interested in participating in if it applied to our services
- Uncertain. Need to know costs, how customers would access, what is the town's cut
- As I am a small practice and have myself and only 1 employee, I am hesitant to answer as I not sure what type of learning curve and time commitment it would take
- As a customer it is very important! But not part of my business model- can't ship a haircut
- Only if it included businesses in the surrounding area, not just downtown Shelburne

Things to consider:

Participants were asked to rank from most important to least features of an e-Commerce site

Most Important

- 1. Ability to schedule appointments**
- 2. Accessible on any device**
- 3. Easy to use**
- 4. Price**
- 5. Customer support**
6. Ability to send out alerts to clients i.e., Flash sale
7. Lots of design templates
8. Inventory system
9. Accept payments anywhere
- 10. Country of origin**

Least Important

Plan:

Create an e-commerce site for local businesses to offer and promote their products, services, or industry.

Goal:

Support a minimum of 35 businesses in the program. Teach businesses best practices to utilize the E-Commerce site, provide technical and marketing support and increase resiliency for hard economic times.

The purpose:

Increase business resiliency during hard economic times. preparation for the changing marketplace and consumer habits, which will likely be forever changed, post COVID -19.

Request:

The Town of Shelburne would like to ask for \$7184 to create a Town of Shelburne E-Commerce mall using Shopify.

Based on conversation, with other BIA’s and a local web designer with e-commerce experience, there is a steep learning curve for business owners. To aid the Town in the development of the site, we will partner with an E-Commerce developer. Town staff and the Shelburne BIA will promote the site community wide. We feel the site would also be beneficial to surrounding communities and are open to expanding the reach of the project to include Grand Valley.

BUDGET

MONTHLY FEES CDN DOLLARS	
SHOPIFY FEE	102
ULTIMATE SALES BOOST - ALERTS	40
BOOKTHATAPP - BOOKING APP	40
TOTAL	182
12 MONTHS	\$2,184
E-COMMERCE SUPPORT	\$5,000
TOTAL ASK	\$7,184