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Bill 115

**An Act to amend the Liquor Control Act
with respect to the termination of a specified agreement**

The Hon. V. Fedeli
Minister of Finance

Government Bill

1st Reading May 27, 2019

2nd Reading

3rd Reading

Royal Assent



EXPLANATORY NOTE

The Bill amends the *Liquor Control Act* to provide for the termination of an agreement entitled the Master Framework Agreement entered into between specified parties and the Crown.

An Act to amend the Liquor Control Act with respect to the termination of a specified agreement

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1 (1) Section 9 of the *Liquor Control Act* is amended by adding the following definitions:

“Master Framework Agreement” means the agreement entitled “Master Framework Agreement” dated September 22, 2015 between Brewers Retail Inc., Labatt Brewing Company Limited, Molson Canada 2005, Sleeman Breweries Ltd. and Her Majesty the Queen in right of Ontario; (“accord-cadre général”)

“October 2015 agreement” means the agreement entitled “Amended Ontario Deposit Return Program Agreement” dated January 1, 2016 and with effect from October 1, 2015, between Her Majesty the Queen in right of Ontario as represented by the Minister of Finance, Brewers Retail Inc. and the Board with respect to management of a province-wide deposit return program for certain beverage alcohol containers; (“entente d’octobre 2015”)

“Termination Agreement” means the agreement entitled “Termination Agreement” dated January 1, 2016 between Brewers Retail Inc. and the Board with respect to the termination of the June 2000 framework. (“accord de résiliation”)

(2) The definition of “September 2011 agreement” in section 9 of the Act is repealed.**2 The Act is amended by adding the following sections:****Termination of Master Framework Agreement**

11 (1) If the Master Framework Agreement is in effect immediately before section 2 of the *Bringing Choice and Fairness to the People Act (Beverage Alcohol Retail Sales), 2019* comes into force, it is terminated on the day that section comes into force.

October 2015 agreement, Termination Agreement

(2) For greater certainty, the termination of the Master Framework Agreement by subsection (1) shall not be construed as,

- (a) terminating the October 2015 agreement, providing a ground for terminating the October 2015 agreement or affecting any rights or obligations set out in the October 2015 agreement, including those set out in section 6.3 of the agreement; or
- (b) terminating the Termination Agreement, providing a ground for terminating the Termination Agreement or affecting any rights or obligations set out in the Termination Agreement.

Consequences of termination**No cause of action**

12 (1) No cause of action arises as a direct or indirect result of,

- (a) the enactment, operation, administration or repeal of any provision of sections 11 to 13;
- (b) the termination of the Master Framework Agreement either by subsection 11 (1) or in accordance with its terms; and
- (c) any representation or other conduct that is related, directly or indirectly, to the Master Framework Agreement.

No expropriation

(2) Nothing referred to in subsection (1) constitutes expropriation or injurious affection for the purposes of the *Expropriations Act* or otherwise at law.

No remedy

(3) No costs, compensation or damages are owing or payable to any person and no remedy, including but not limited to a remedy in contract, restitution, unjust enrichment or tort, or for misfeasance, bad faith, breach of trust or fiduciary obligation or any equitable remedy or any remedy under any statute, is available to any person in relation to anything referred to in subsection (1).

Same

(4) Without limiting the generality of subsection (3), no costs, compensation or damages are owing or payable for any past, present or future losses or expenses in relation to anything referred to in subsection (1).

No proceeding

(5) No proceeding, including but not limited to any proceeding for a remedy in contract, restitution, unjust enrichment or tort, or for misfeasance, bad faith, breach of trust or fiduciary obligation or any equitable remedy, including but not limited to specific performance, injunction or declaratory relief, or any remedy under any statute, may be brought or maintained for compensation for any past, present or future losses or expenses in relation to anything referred to in subsection (1), including any proceeding to enforce a judgment or order made by a court or tribunal outside of Canada.

Same

(6) Subsection (5) applies regardless of whether the cause of action on which the proceeding is purportedly based arose before, on or after the day section 2 of the *Bringing Choice and Fairness to the People Act (Beverage Alcohol Retail Sales), 2019* comes into force.

Proceedings set aside

(7) Any proceeding referred to in subsection (5) commenced before the day section 2 of the *Bringing Choice and Fairness to the People Act (Beverage Alcohol Retail Sales), 2019* comes into force is deemed to have been dismissed, without costs, on the day that section comes into force and any decision in a proceeding referred to in subsection (5) is of no effect.

Exception

(8) This section does not apply to a proceeding commenced by the Crown or its agents and nothing in this section precludes a proceeding commenced by the Crown or its agents.

Losses and expenses

(9) Without limiting the generality of subsections (4) and (5), the losses and expenses referred to in those subsections include the following:

1. A loss of profit or other benefit.
2. A loss of business opportunity.
3. A loss of business or costs consequential on a loss of business.
4. A loss of interest or of the use of capital or a reduction of capital.
5. A loss arising from the failure of any person to achieve a desired or anticipated rate of return on the person's business activities.
6. A loss arising from the reduction or cessation of business activity due to lost profits or benefits, real or anticipated, or the actions of creditors, suppliers or customers.

Conflict

13 Sections 11 and 12 prevail over any provision of the Master Framework Agreement, the October 2015 agreement and the Termination Agreement.

Building Ontario Up Act (Budget Measures), 2015

3 Sections 9, 10 and 11 of Schedule 20 to the *Building Ontario Up Act (Budget Measures), 2015* are repealed.

Commencement

4 This Act comes into force on a day to be named by proclamation of the Lieutenant Governor.

Short title

5 The short title of this Act is the *Bringing Choice and Fairness to the People Act (Beverage Alcohol Retail Sales), 2019*.