

TOWN OF FORT FRANCES

Operations and Facilities Executive Committee

AGENDA - August 7, 2019, 8:30 AM

MEETING - Civic Centre

Session #012

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1. <u>Call to Order</u>	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
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5.7 Award of Tender 19-OF-07 - Zoom Camera Inspection Project - Materials to be distributed at the meeting	
5.8 Award of RFP 19-OF-08 - Memorial Sports Centre Roof Replacement Design Firm - Materials to be distributed at the meeting.	
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7. <u>Adjourn / Next Meeting Date</u>	

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #011

July 3, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on July 3, 2019 from 8:30 a.m. to 8:45 a.m.

PRESENT: Chairperson R. Wiedenhoeft, John McTaggart, Mike Behan, Doug Brown, CAO and Travis Rob.

ALSO PRESENT: Mayor June Caul

1 Call to Order

1.1 The meeting was called to order at 8:31 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on June 19th, 2019 - the minutes were approved as circulated

4 Non-agenda Items

4.1 None

5 New Business

5.1 Emergency Capital Replacement of Roof Membrane over Ice for Kids Ice Plant - the administration report was forward to Council as information.

5.2 Request to Utilize the railing from the Rainy Lake Hotel - TBT Engineering - the administration report was approved as presented.

6 Information

6.1 Tonnage at the Landfill Site - updated June 27, 2019 - the landfill statistics were forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

7.1 The meeting adjourned at 8:45 a.m.

Next meeting August 7, 2019

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

August 7, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2019/2020 Connecting Link Program Funding Agreement – Scott Street

On July 19th, 2019 the Town was notified that it was successful in obtaining Connecting Link funding for the reconstruction of Scott Street from Colonization Road East to Reid Avenue. As with any funding, a funding agreement must be entered between the Town and the program administrator.

Attached is a funding agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation and the Town of Fort Frances for the reconstruction of Scott Street. The total funding allocation for this work is \$3,000,000.00 with the tender being let and awarded this fall with construction starting in spring 2020.

It is the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for Connecting Link funding for the reconstruction of Scott Street from Colonization Road East to Reid Avenue; and further that a By-Law be prepared authorizing the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for Connecting Link funding for the reconstruction of Scott Street from Colonization Road East to Reid Avenue; and further that a By-Law be prepared authorizing the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Manager of Operations and Facilities

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

as represented by the Minister of Transportation

(“Ontario”)

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “Recipient”)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the “Act”) states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King’s Highway or as an extension of the King’s Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule “A” to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or

financial interests that could, or could be seen, to interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project or this Agreement.

"Connecting Link" means the highway named in Schedule "A" to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King's Highway by the Minister pursuant to subsection 21(1) of the Act.

"Connecting Links Program" means the program administered by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

"Connecting Links Program Guide" means the Ministry's document, entitled "Ministry of Transportation Connecting Links Program Guide," as amended from time to time by the Ministry, that describes the Ministry's Connecting Link Program.

"Contractor" means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

"Consultant" means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

"Contract" means a contract between the Recipient and a third party at Arm's Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

"Effective Date" means the date set out at Part B.1 of Schedule "B" of this Agreement.

"Eligible Costs" means the costs described in Part D.1 of Schedule "D" of this Agreement.

"End of Funds Date" means the date set out in Part C.3 of Schedule "C" of this Agreement.

"Event of Default" has the meaning given to it in section 15 of this Agreement.

"Expiration Date" means the date set out in Part B.4 of Schedule "B" of this Agreement.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act* (Ontario).

"First Nation" means a band, as defined under section 2(1) of the *Indian Act* (Canada).

"Fiscal Year" means the period beginning April 1st in any year and ending on March 31st of the following year.

"Funds" means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

"Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any

time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Aboriginal Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:

- (a) This document; and
- (b) The Schedules attached to this document.

- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement,

Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after July 15, 2019 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by

reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives

prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult

with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty,

whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation or Delegate.

Name: Teepu Khawja
Title: Assistant Deputy Minister
Provincial Highways Management Division

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Reconstruction of Scott Street from Colonization Road East to Reid Avenue.

Approved Project Name: Reconstruction of Scott Street (Colonization Road East to Reid Avenue)

Project Description: Full reconstruction of Scott Street starting from Colonization Road East to Reid Avenue including replacement of the related sanitary sewer, watermains and storm sewer infrastructure.

Project Description Details (from Application):

The reconstruction of Scott Street will encompass the full roadway reconstruction starting from approximately 75m west of Colonization Road West at the limit of the reconstruction work completed in 2016. From that point work will progress 673m to the west to just beyond Reid Avenue.

The reconstruction of Scott Street will include the reconstruct the roadway base and surface including the slight widening of the roadway to better facilitate through traffic and parking on both sides of the street. The roadway base and sub-base will be replaced and strengthened to address wheel track rutting and map cracking problems caused by the high volumes of heavy trucks traversing this roadway. During this reconstruction the sanitary sewer, watermains and storm sewer infrastructure will be replaced along this segment to address those failing and undersized infrastructure components.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2021. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2022.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 905-704-2097 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, ON P9A 3P9</p> <p>Attention: Travis Rob Manager of Operations and Facilities Telephone: 807-274-9893 Email: trob@fortfrances.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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**SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT**

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Three Million Dollars (\$3,000,000) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$3,637,438 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Eighty-Two Percent (82%) for the Term of the Agreement.

This percentage is based on the maximum funds payable expressed as a percentage of the estimated total net eligible costs identified by the recipient in the original project application.

Note that the subsidy payable *rate* remains at 90% of the total net eligible project costs incurred by the recipient, up to the maximum funds identified above.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 15, 2019 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2022.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

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MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to July 15, 2019 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing applications for the Connecting Links Program; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “E” ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to

in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2019-20, a progress report is due on or before September 30, 2019. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE "G" Continued

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)
<i>If so, explain why and by when?</i>

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____ **Date:** _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____

Of _____

in the _____

of _____ this _____

day of _____ A.D. 20__

(Deponent)

A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

--

SCHEDULE “G” continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE “G” continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
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SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

August 7, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2019/2020 Connecting Link Program Engagement for Design/Contract Administration – Scott Street

In 2008 the Town engaged KGS of Winnipeg to complete the detailed design and contract administration for the reconstruction of Scott Street from Colonization Road East to Reid Avenue. The job was tendered in 2009 but the funding was cut before the work could begin. With the application to the Connecting Link program again for this project after the reconstruction of Colonization Road East, we had to go back to KGS to revise the drawings with the new extents and some other changes spurring from our sanitary sewer investigations over the past two years and regulatory changes since 2008.

This was completed prior to the June 30, 2019 deadline outlined in the Connecting Link Program application and draft revised drawings have been produced. Now with the project moving forward to tendering, KGS was asked to provide a proposal for the undertaking of the contract administration portion of the works as well which you can find attached. Even though the Town has a relationship with Hatch Corporation for Contract Administration, it will be far easier to administer the project through the firm which completed the design.

To fulfill the requirements of the funding agreement, it is the recommendation of the Operations and Facilities Executive Committee to pass a resolution to engage KGS of Winnipeg to complete the contract administration for the reconstruction of Scott Street from Colonization Road East to Reid Avenue.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to pass a resolution to engage KGS of Winnipeg to complete the contract administration for the reconstruction of Scott Street from Colonization Road East to Reid Avenue.

Manager of Operations and Facilities

Project Name:	Scott Street Reconstruction Updates		
Scope Change Title:	Tender Preparation and Contract Administration		
Scope Change No.:	01	Date:	29/07/2019
KGS Group Project Number	19-0048-001		
KGS Group Project Manager:	Roy Houston		
Scope Change Requested By:			
<input checked="" type="checkbox"/> Client <input type="checkbox"/> KGS Group <input type="checkbox"/> Other			

Description and Rationale for Engineering Scope Change Request:

Fees to prepare tender documents and provide contract administration services for reconstruction of Scott Street from Reid to west of Colonization Road.

1.0 Scope

Details of scope are as follows:

- Preparation of tender documents, advertise, review tender submissions and recommend award to Council, all in accordance with Town Policy and Procedure.
- Have due regard for all authorities and provide for all legislation required (ie. - preparation of all necessary applications for obtaining Certificates of Approval from the Ontario Ministry of Environment).
- Provide tender documents and construction drawings in PDF format and hard copy for construction.
- Provide contract administration and resident inspection services for the duration of the project, through to final acceptance and warranties.
- Provide full-time resident inspection during construction, based estimated total of 90 Working Days.
- Provide digital picture records of projects to include pre, during and post construction.
- Provide as-built drawings in digital form (AutoCAD format and PDF).

2.0 Scope Exclusions

Scope exclusions are as follows:

- **Permit Fees** – Our scope and fees exclude any charges from the Ontario Ministry of Environment for permits or approvals (i.e. Certificate of Authorization, etc.)
- **Materials testing during construction** – The cost for materials testing during construction is excluded from our scope and fees. It is assumed that the Town of Fort Frances will pay for this directly.

3.0 Project Team

The project team is as follows:

Municipal Design:

- Roy Houston, P.Eng. Senior Municipal Engineer & Contract Administrator
- Burton Mikolayenko, P.Eng. Municipal Designer

The above staff will be supplemented with drafting and clerical staff as required.

Resident Inspection:

We plan to use the services of one of the two following experienced resident inspectors, pending their availability for the 2020 and 2021 construction seasons:

- Mr. Robert Stasiuk
- Mr. Bob Klaas

We have previously used the services of both gentlemen for work on separate projects in the Northwestern Ontario area. Mr. Stasiuk recently performed resident inspection services for KGS Group for a municipal construction project in Kenora, Ontario. Mr. Bob Klaas lives in the Fort Frances area and provided resident inspection services for KGS Group on multiple Fort Frances road and sewer construction projects between 2006 and 2009, most notably the reconstruction of Central Avenue from 2nd Street to Church Street, and Scott Street from Central Avenue to Mowat Avenue.

In the event that neither of the two gentlemen listed above are available, we will mobilize equally experienced staff from our Winnipeg or Thunder Bay offices.

4.0 Schedule

The proposed schedule for the work will be as follows:

- Tender Preparation: August 2019 to November 2019
- Tender Period: January - February 2020
- Construction Phase 1: May 2020 – August 2020 (estimated)
- Construction Phase 2: June 2021 – July 2021 (estimated)
- As-built Drawings: November 2021
- 1-Year Warranty Inspection: July 2022

5.0 Fees

We propose our fees on a lump sum basis.

- Tender Preparation \$ 21,000.00
- Contract Administration & Resident Inspection \$ 206,000.00
- Post-Construction Warranty Inspection & As-built Drawings \$ 12,500.00

The basis for our above proposed lump sum fees is a percentage of the April 2019 estimated construction value you provided to us. As a percentage of construction value, our fees were based on the following:

- Tender preparation: 0.5%
- Contract Administration & Resident Inspection: 5.0%
- Post Construction Warranty Inspection & As-built Drawings: 0.3%

OP-16(a) Engineering Scope Change Authorization

The estimated construction value from which our fees were based upon is \$4,110,574.00, which is the total estimated construction value of \$4,610,574.00 minus \$500,000.00 (i.e. only half of the \$1,000,000 contingency in the April 2019 estimate).

Our fees assume a total of 90 Working Days for all of the work, which will be specified in the tender documents. It assumes that the work in the 2020 construction season (i.e. undergrounds, road base, curb and gutter and bottom lift of asphalt) is 60 Working days, with 30 Working days for the second phase of work in 2021. Should the total construction time required be greater than 90 Working days, we will require additional fees for our contract administration and resident services work for each additional Working Day required.

Change will impact (check all that apply):

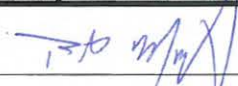

- | | | |
|--|---|---|
| <input type="checkbox"/> Fabrication | <input checked="" type="checkbox"/> Schedule | <input type="checkbox"/> Purchased Equipment/Material |
| <input type="checkbox"/> Owner's Scope | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Site Inspection/Supervision |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Other: | |

Change will impact the Engineering discipline(s) (check all that apply):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Municipal | <input type="checkbox"/> Civil/Structural | <input type="checkbox"/> Geotechnical/Environmental |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Other: |

Impact of Change	Project Hours	Estimated Costs (incl. Facility Usage fee)	Schedule (+/- weeks)
Tender Preparation	100	\$16,500.00	
Contract Administration and Resident Inspection	1200	\$206,000.00	
As-built Drawings & Warranty Inspection	70	\$12,500.00	
Total for this ESCA 01	1370	\$235,000.00	
Value of Original Contract		\$8,000.00	
Value of Approved ESCAs		\$0.00	
Total Approved Contract Value		\$243,000.00	

This work will not be performed until authorized by the Client. This Engineering Scope Change Authorization is subject to the Contract Agreement for the above named project dated 26/06/2019

<p>Requested by: </p> <p align="center">KGS Group Project Manager <i>Burton Mikolayenko, P.Eng.</i></p>	<p>Authorized by: _____</p> <p align="center">Client Representative <i>Travis Rob, Manager of Operations & Facilities</i></p>
<p>Reviewed by: </p> <p align="center">KGS Group Sr. Management <i>Roy Houston, P.Eng., Manager of Civil/Municipal Services</i></p>	<p>Date: _____</p>

August 7, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

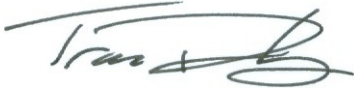
RE: 2019/2020 Connecting Link Program Funding Agreement – Kings Highway

On July 19th, 2019 the Town was notified that it was successful in obtaining Connecting Link funding for the detailed design for the reconstruction of Kings Highway from Pit Road #1 to Oakwood Road. As with any funding, a funding agreement must be entered between the Town and the program administrator.

Attached is a funding agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation and the Town of Fort Frances for the reconstruction of Scott Street. The total funding allocation for this work is \$116,200.00 with the Town engaging Hatch Corporation, our Engineering Firm to complete these works.

It is the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for Connecting Link funding for the reconstruction of Kings Highway from Pit Road #1 to Oakwood Road; and further that a By-Law be prepared authorizing the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for Connecting Link funding for the reconstruction of Kings Highway from Pit Road #1 to Oakwood Road; and further that a By-Law be prepared authorizing the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Manager of Operations and Facilities

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Transportation

("Ontario")

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the "Recipient")

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule "A" to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“Connecting Link” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“Connecting Links Program” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“Connecting Links Program Guide” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“Contractor” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“Consultant” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Aboriginal Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 *Ontario’s Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 *Project Completion.*** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.9 *Behavior Of Recipient.*** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement,

subject to any reasonable amendments Ontario may agree to or require from time to time in writing.

- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after July 15, 2019 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;

- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7

CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by

reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives

prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult

with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty,

whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation or Delegate.

Name: Teepu Khawja
Title: Assistant Deputy Minister
Provincial Highways Management Division

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Reconstruction of Kings Highway 11/71

Approved Project Name: Detailed Design for Reconstruction of Kings Highway (Pit Road Number 1 to Oakwood Road)

Project Description: Detailed Design for the Reconstruction of Kings Highway (Pit Road Number 1 to Oakwood Road), a total of 794m.

Project Description Details (from Application):

Detailed design for the reconstruction of the west entrance to the Town, being Kings Highway from Pit Road Number 1 to Oakwood Road. A total of 794 meters of roadway length will be reconstructed.

The reconstruction of Kings Highway will include new stronger sub-base and base granular materials, new storm sewer infrastructure to improve drainage and widening the road surface to include 4 newly surfaced lanes and concrete curb and gutter.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2020. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2021.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 905-704-2097 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, ON P9A 3P9</p> <p>Attention: Travis Rob Manager of Operations and Facilities Telephone: 807-274-9893 Email: trob@fortfrances.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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**SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT**

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Hundred and Sixteen Thousand, Two Hundred Dollars (\$116,200) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$129,111 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 15, 2019 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2021.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to July 15, 2019 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing applications for the Connecting Links Program; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to

in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2019-20, a progress report is due on or before September 30, 2019. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE "G" Continued

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)
<i>If so, explain why and by when?</i>

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____ **Date:** _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____

Of _____

in the _____

of _____ this _____

day of _____ A.D. 20__

(Deponent)

A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

SCHEDULE “G” continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE “G” continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
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SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

August 7, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2019/2020 Connecting Links Program Engagement for Design – Kings Highway

As a requirement of the Connecting Links program agreement there is a requirement for the Town to engage a design firm to complete the detailed design works prior to June 30, 2019. The Town has a longstanding relationship with Hatch Corporation when it comes to the design and construction administration of our road reconstruction works. For the Kings Highway project, we engaged Hatch to complete the detailed design including geotechnical investigation and tender documents. Attached is the letter of undertaking. The Connecting Link Program will fund 90% of the eligible costs associated with the completion of this work and the Town budgets annually for design works which will cover the remaining costs.

Per the Connecting Link funding agreement, one of the required reporting milestones is 15 business days after award of the first contract, in this case the only contract, and requires a resolution. Therefore, it is the recommendation of the Operations and Facilities Executive Committee that a resolution be passed to engage Hatch Corporation of Thunder Bay to complete the detailed design works including tender documents for the future Reconstruction of Kings Highway from Pit Road #1 to Oakwood Road as outlined in their proposal.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that that a resolution be passed to engage Hatch Corporation of Thunder Bay to complete the detailed design works including tender documents for the future Reconstruction of Kings Highway from Pit Road #1 to Oakwood Road as outlined in their proposal.

Manager of Operations and Facilities

June 27, 2019

Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Attention: Travis Rob, P.Eng.
Manager, Operations and Facilities

Re: Town of Fort Frances
Design Works for 2019/2020
Reconstruction & Widening of Kings Highway from Pit Road 1 to Oakwood Road

Hatch Ltd. is pleased to provide you with a proposal for design services for the proposed widening and servicing construction for the King's Highway (Highway 11/17) between Pit Road 1 and Oakwood Road, located in Fort Frances, Ontario. An overall map of the proposed roadway reconstruction area is shown below.



Figure 1:
Overall Map of Proposed Roadway Reconstruction Area

PROJECT UNDERSTANDING

It is our understanding that the Town of Fort Frances is proposing to widen a section of Kings Highway between Pit Road 1 and Oakwood Road from a (2) two lane roadway to a four (4) roadway, approximately 800m in length. The roadway reconstruction will also include:

- Installation of water services where required;
- Extension of the existing storm sewer system from Pit Road 1 to Oakwood Road;
- Concrete curb and gutter;
- New Superpave asphalt surface.

SCOPE OF WORK

The following scope of work plan has been developed based on our understanding of the project requirements:

1. ***Project Initiation and Review of Background Information*** – we will discuss the project in detail and obtain all relevant background information, including any available as-built information from the Town.
2. ***Topographic Survey*** – we will carry out a detailed topographic survey using digital survey equipment referenced to geodetic datum and UTM coordinates. The survey will cover the entire width of the right-of-way and extend along intersecting streets and entrances for at least 75m and 30m along regular entrances.
3. ***Geotechnical Investigation*** – will be carried out by EXP. We propose to advance twelve (12) boreholes (BH's) along/through King's Highway. The BH's will be advanced to the lesser of about 5m below ground surface or refusal, and will be spaced out approximately 75m apart and staggered on the north and south sides of the road near/at the edge of asphalt (depending on the buried service locations). The final geotechnical report will provide recommendations on site preparation, excavation and dewatering, bedding/backfill requirements and pavement design.
4. ***Detailed Design*** – based on the information obtained above, we will complete a preliminary design of the proposed new roadway for review by the Town. The preliminary design will include a Class "C" construction cost estimate. Upon receipt of the Town's approval of the preliminary design, we will proceed with the detailed design for the new roadway. We will also complete the required Environmental Compliance Approval (ECA) for the proposed new storm sewer.
5. ***Environmental Compliance Approval*** – we will prepare and complete the necessary Ministry of Environment approvals for the proposed new storm sewer. Any permits fees required, will be the responsibility of the Town and are not included in our fee proposal.

ESTIMATED FEE

Our estimated fee to complete the above work is as follows:

TASK	TOTAL
Project Startup/Review of Background Information	\$3,300
Geotechnical Investigation	\$20,700
Topographic Survey	\$21,250
Detailed Design (Drawings & Specifications)	\$16,800
Environmental Compliance Approval	\$1,800
TOTAL FEE	\$63,850

Our fee does not include the cost of any Municipal Class Environmental Assessment that may be required based on the nature of the proposed reconstruction. We can determine early on during the preliminary design stage, the appropriate Schedule of the project and provide you with an additional quote to complete the work (if necessary).

We appreciate the opportunity to make this submission and look forward to working with you and your team on the project. The accompanying General Terms and Conditions will form the basis for our agreement. Your signature on this letter will be acceptable as our permission to start work.

Yours very truly,

HATCH LTD



Joseph De Luca, P. Eng.
Senior Project Engineer



David Gibbs, C.Tech.
Associate/Office Manager

Encl.

Accepted By: Travis Rob

Authorized Signature:  Date: June 27, 2019

On Behalf of Town of Fort Frances.

CLAUSE 1 AGREEMENT

1.1 Unless a written agreement is entered into, Client's acceptance of a proposal, whether written or oral (the "*Proposal*"), from Hatch Corporation ("or *Consultant*") or a request by Client for some or all of the services included in the Proposal, constitutes a binding contract between Client and Consultant (the "*Agreement*"). The Agreement incorporates and is subject to these Terms and Conditions and the terms and conditions included in the Proposal, including the description of the services to be provided by Consultant (the "*Services*"). If there is any conflict between the Proposal and these Terms and Conditions, the Terms and Conditions will govern. Any terms appearing on any orders or other documents produced by or on behalf of Client are excluded.

CLAUSE 2 CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 Consultant will (a) perform the Services with due care, skill and diligence in accordance with the standard of care normally exercised by professionals providing similar services under similar circumstances, and (b) re-perform any Services that fail to comply with this standard of care if Client gives Consultant notice of such failure within 12 months of performance of such Services. Consultant may subcontract the performance of any of the Services to an affiliate.

2.2 Consultant is not liable or responsible for (a) the work or products of any third party contractors or suppliers engaged by or on behalf of Client, including any means, methods, sequences, control, procedures or techniques used by construction contractors, (b) any goods, equipment or materials procured on behalf of Client, provided that Consultant will use reasonable efforts to obtain appropriate warranties from the suppliers of such goods, equipment or materials for Client's benefit, or (c) the safety and security at any Client premises or the project site, provided that Consultant will comply with all relevant laws and those site requirements relating to safety and security that have been notified to Consultant.

CLAUSE 3 CLIENT RESPONSIBILITIES

3.1 Client will (a) make available to Consultant all information, documents and assistance necessary or reasonably requested by Consultant in order to enable it to perform the Services in a timely manner, (b) make decisions, provide approvals and obtain all necessary authorisations, licences and permits required in order to permit the timely performance of the Services, (c) notify Consultant if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and (d) act reasonably and in good faith in all respects in connection with the Agreement.

CLAUSE 4 INVOICING, PAYMENT AND TAXES

4.1 Unless otherwise provided in the Proposal, (a) Services (including any additional services provided at the request of Client or pursuant to Clause 4.4) and all costs incurred by Consultant in connection with the Services, will be charged to Client in accordance with Consultant's schedule of rates, (b) amounts invoiced to Client by Consultant are due and payable within the period stated in Consultant's schedule of rates or, if not so stated, within 30 days of receipt of invoice by Client, and (c) interest will be paid on past due amounts at the rate stated in Consultant's schedule of rates or, if not so stated, at the prime rate quoted by Consultant's main bank in the Jurisdiction plus 3%.

4.2 Consultant's rates are exclusive of all taxes, duties, royalties, levies and other governmental or regulatory charges, other than taxes on payroll and Consultant's net income. If any such taxes, duties, royalties, levies or charges are levied on or applicable to amounts payable to Consultant, they will be borne by Client and (a) if Consultant is required to pay any such taxes, duties, royalties, levies or charges, the amount of such payments will be reimbursed to Consultant by Client, and (b) if they are required to be withheld or deducted from amounts payable to Consultant, the amounts payable will be grossed up so that Consultant receives the entire amount that is due pursuant to the terms of the Agreement.

4.3 If Client disputes any portion of an invoice, it will pay those amounts that are not in dispute and notify Consultant in writing of the reasons for the dispute within 10 days of receiving the invoice. Failure to notify Consultant of the dispute within the required time will be deemed as acceptance of the invoice. If it is determined that any amounts in dispute should have been paid at the time it was invoiced, then Client will promptly pay such amount, together with interest at the rate set out in Clause 4.1.

4.4 If, (a) Consultant is required to perform Services in circumstances other than those expressly or reasonably assumed and normally pertaining to services of a similar nature (b) Consultant incurs costs arising or resulting in whole or in part from any site conditions existing on or after the date of the Agreement, (c) there is a change in the scope, timing, order or complexity of the Services or claims filed by Clients subcontractors, (d) there is a force majeure event which impacts Consultant, or (e) additional costs are incurred as a result of a change in any laws, regulations or rules or the interpretation thereof then any resulting costs will be borne by Client and Consultant will be entitled to such amendments to the Agreement that are fair and reasonable.

CLAUSE 5 LIMITATION OF LIABILITY

5.1 To the maximum extent permitted by law and notwithstanding and superseding anything to the contrary in the Agreement:

- (a) subject to Clause 5.2, the aggregate liability of Consultant arising out of the performance or non-performance of the Services or otherwise in connection with the Agreement is limited to the sum of (i) the amount of the professional fees paid to Consultant pursuant to the Agreement up to \$100,000 and (ii) 10%

of such fees paid in excess of \$100,000, provided that in no event will Consultant's aggregate liability exceed \$1,000,000;

- (b) in no event will Consultant be liable to Client or its directors, officers, employees, agents, contractors, subcontractors, parent or affiliated corporations, vendors or materialmen for any claim, action, proceeding, loss, damage or cost that (i) in any manner relates to a loss of revenue, profits, opportunity or production, loss or denial of use of any equipment or facility, increased expense of construction, operation or maintenance, economic loss, loss of goodwill or reputation, delay, business interruption or the cost of repair to or replacement of equipment, facilities or goods and related third party services, (ii) in any manner can be construed as indirect, incidental, special, punitive or consequential losses or damages, or (iii) is not a direct result of a material breach by Consultant of the Agreement; and

- (c) Consultant does not guarantee any specific outcomes or results, including fit for purpose, project costs or quantities or the ability of any process, technology, equipment or facility to meet specific performance specifications.

5.2 Consultant's liability for claims or losses covered by the insurance policies referred to in Clauses 7.1(b) and (c) shall not be subject to Clause 5.1 and shall instead be limited to the proceeds of the types and specific amounts of insurance up to the amounts specified in Clause 7.1.

5.3 All statutory, express or implied warranties (including those in any relevant trade practices or sale of goods laws relating to the quality or fitness for purpose of the Services or any goods, equipment or materials supplied by Consultant in connection with the Services) are excluded or limited to the maximum extent permitted by law.

5.4 Any action or claim against Consultant in connection with the Agreement or the performance or non-performance of Services, whether in contract, tort, equity, statute or otherwise, must be made within 12 months of the date of the performance or non-performance of the relevant Services.

5.5 Client indemnifies, defends and holds harmless Consultant for any claims, actions, proceedings, liabilities, losses, damages or costs: (a) it suffers or incurs in connection with the Services and which result other than from a material breach of the Agreement by Consultant or (b) that result from any material breach of the Agreement by Client (c) that result from the site conditions existing prior to or after the date of the Agreement.

CLAUSE 6 USE AND OWNERSHIP OF INFORMATION

6.1 Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under the Agreement, including any modifications or improvements made thereto ("*Background IP*"). All new and original intellectual property created by Consultant during the course of performing the Services ("*Project IP*") is the property of Consultant. Consultant grants Client a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use (a) any Consultant Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Consultant for the purpose for which they have been provided (excluding any software source code), and (b) Project IP for any purpose whatsoever.

6.2 Upon receipt of full payment for the related Services and subject to Clause 6.1, all reports, drawings and other deliverables provided to Client by Consultant will become the property of Client.

6.3 Any information or deliverable provided by Consultant to Client in connection with the Services are provided solely for Client's own use and for the specific purpose for which the Services were engaged. In no case will any such information or deliverable be used in connection with any public or private stock, bond or other financial offering, any investment decision, the sale of securities or any other financing transaction or otherwise be made available to the public generally. Consultant makes no warranty or representation and assumes no liability in respect of and Client shall bear all losses or damages resulting from (a) the wrongful or unauthorised use of information or deliverable by Client or third parties, and (b) the accuracy or completeness of information based on data gathered from Client or provided by third parties on behalf of or at the instruction of Client (and Consultant is able to rely on such information without verification in the performance of the Services).

6.4 Each party will keep confidential all Confidential Information disclosed to it by the other party; provided that (a) Consultant is able to disclose Client's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the Services, (b) Client is able to disclose Consultant's Confidential Information to the extent required in connection with the purpose for which the information was disclosed, and (c) either party is able to disclose Confidential Information required to be disclosed by law, provided that the receiving party immediately notified the disclosing party of the requirement to disclose and took all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information. Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.

6.5 "*Confidential Information*" means any information in any form disclosed by or on behalf of one party to the other party at any time before or after the execution of the Agreement in connection with the Services; excluding only information which (a) was at the time of disclosure or thereafter became part of the public domain through no act

or omission of the receiving party, (b) became available to the receiving party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly to the disclosing party, or (c) was known to the receiving party at the time of disclosure by the disclosing party and such knowledge can be demonstrated by written records that were in existence at the time of disclosure.

CLAUSE 7 INSURANCE

7.1 Consultant will have in effect for the duration of the Services the following insurance (a) workers compensation, in accordance with statutory requirements, (b) comprehensive general (or public) liability (\$5,000,000 per occurrence/aggregate); (c) automobile liability (\$5,000,000 per occurrence/aggregate), and (d) professional indemnity (E&O) liability (\$1,000,000 per claim/aggregate on a claim made basis).

7.2 During the period in which the Services are being performed, Client will, at its own expense, maintain insurance to limits which are normal and customary in the circumstances. Client, on behalf of itself and its insurers, waives all rights of subrogation against Consultant for, and releases Consultant from any liability for damage to Client's property howsoever caused to the extent that Client is compensated for such damage under an insurance policy.

CLAUSE 8 TERMINATION AND SUSPENSION

8.1 Client may suspend the Services or terminate the Agreement for its convenience on 30 days prior written notice to Consultant; provided that, if the aggregate duration of all suspensions under the Agreement exceeds 60 days, Consultant will have the right to terminate the Agreement.

8.2 Either party may terminate the Agreement immediately if anything happens to the other party that reasonably indicates that there is a significant risk that the other party is or will become unable to pay its debts generally as they come due.

8.3 Either party is entitled to terminate the Agreement on 30 days prior written notice to the other party in the event that the other party is in substantial default under the Agreement and such default has not been corrected or reasonably commenced to be corrected within 15 days following notice of such default. Consultant may, by providing 5 days prior notice to Client, suspend Services if Client is in breach of Clauses 3 or 4.

8.4 In the case of any suspension or termination of the Agreement, Client will pay Consultant for all Services provided and costs incurred up to the effective date of suspension or termination. In the event of any suspension or termination pursuant to Clause 8.1 or any suspension or termination by Consultant pursuant to Clauses 8.2 or 8.3, Client will also pay Consultant for any Services provided or costs incurred that are necessary or incidental to suspension or termination, including demobilization costs.

CLAUSE 9 NON-SOLICITATION

9.1 Client will not, during the term of the Agreement or for 12 months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee or independent contractor of the Consultant (or any of its affiliates) that has been involved in the provision of Services or with whom the Client has otherwise had contact in connection with the Agreement.

CLAUSE 10 DEFINITIONS AND INTERPRETATION

10.1 Reference to (a) "affiliate" means with respect to a party, one or more entities that control, are controlled by, or are under common control with, the party, (b) "costs" means any and all costs and expenses, including reasonable legal fees, (c) "force majeure" means acts of God, strikes, lockout, other industrial action, war or civil disturbance, terrorism, unusually inclement weather, storm, flood, earthquake, lightning, fire, explosion, nuclear or radioactive contamination, epidemics or pandemics, governmental action or inaction, change in law, extraordinary market conditions affecting the availability of labour, late or inadequate execution of work or supply of goods by third parties and any other event beyond the reasonable control of the affected party, (d) "Consultant's schedule of rates" means Consultant's standard hourly rates and reimbursable charges as notified by Consultant from time to time, provided that any changes to the schedule of rates will be communicated to Client before they take effect and will not occur more than once every six months, (e) "liability" includes any and all liability whatsoever, whether arising under the law of contract, tort (including negligence), equity, statute or otherwise, whether arising in connection with the performance or non-performance of the Services or otherwise in connection with the Agreement and whether to Client or other persons, and "liable" has a corresponding meaning, (f) "site conditions" means any conditions in, on, under or around the project site that affect the project or the performance of Services, including any plant and subsurface conditions and any hazardous, radioactive, special, toxic, residual or regulated substances, waste or materials, (g) "Jurisdiction" means the Province of Canada where Consultant's office providing the Services is located or if the Services are being provided in multiple offices, then the laws of Ontario, Canada, and (h) "\$" means the currency of Canada unless specified otherwise.

10.2 Headings are for convenience only and will not be taken into account in interpretation and words importing the singular include the plural and vice versa. If any provision of the Agreement is held to be void, illegal or unenforceable, then: (a) it is severed and the rest of the Agreement remains in force, and (b) the parties will replace the provision with one that is in accordance with applicable law and as close as possible to the parties' original intent. Any rules of contract interpretation

that result in the Agreement being construed contrary to the interests of Consultant do not apply in the interpretation of the Agreement.

CLAUSE 11 GENERAL

11.1 The Agreement will be governed by and construed in accordance with the laws of the Jurisdiction, without giving effect to conflict of law considerations. All disputes will be submitted to senior management for discussion. If the parties are unable to resolve a dispute through such discussions, either party may submit the dispute to arbitration. The arbitration will be held in English and at the location of Consultant's contracting office. The arbitration panel will consist of one arbitrator. Any arbitration award will be final and binding on the parties without any right of appeal. Each party will bear the costs of arbitration. No legal proceedings may be commenced by either party in connection with the Agreement or the Services other than in accordance with this Clause 11.1; provided that either party may apply to a court of competent jurisdiction for interlocutory relief during the course of such proceedings or to enforce any order or award obtained in accordance with this Clause 11.1.

11.2 The Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior representations, understandings or agreements, whether written or oral and whether express or implied; provided that, if the parties have previously entered into a confidentiality (or similar) agreement regarding the subject matter hereof, such agreement will survive and Clauses 6.4 and 6.5 will be of no force and effect. Amendments to the Agreement are effective only if executed in writing by authorized representatives of both parties.

11.3 Neither party may assign (other than to its affiliate) the Agreement or any interest therein, in whole or part, without the prior consent of the other party. The Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

11.4 Neither party will be considered to be in breach of its obligations under the Agreement, except obligations to make payment, to the extent that performance is prevented or delayed by force majeure. Each party will use best efforts to overcome any force majeure as soon as possible.

11.5 The limitations and exclusions on liability expressed in this Agreement will apply even in the case of the fault, negligence or strict liability of the party who is the beneficiary of the clause, and will extend to the officers, directors, employees, agents, representatives, subconsultants and affiliates of such party.

11.6 Any notice, consent or other communication given hereunder will only be deemed to have been given if it is in English, in writing and is sent to the recipient's authorized representative at the usual business address of the recipient by (a) registered mail, (b) fax, (c) e-mail (but only when receipt is confirmed in writing by reply e-mail or otherwise) or (d) personal delivery for which a receipt is obtained. Notice given by fax, personal delivery or e-mail will be deemed to have been given on the business day following delivery. Notice given by mail will be deemed to have been given on the fifth business day after mailing.

11.7 No waiver by either party of any breach of the Agreement will be binding unless made in writing and any such waiver will extend only to the specific breach waived and not to any future breach.

11.8 Consultant is an independent contractor in performing the Services. Nothing in the Agreement will create or will be construed so as to create the relationship of principal and agent between Client and Consultant.

11.9 Client and Consultant shall strictly comply with all applicable laws and regulations prohibiting illegal activity of any kind, shall act in an ethical manner with all professional levels of integrity and shall not engage in any acts of corruption, bribery or do anything to improperly influence decision makers.

11.10 Electronic files provided to Client are for reference only and Consultant makes no warranties as to the correctness of information contained in the same after transmittal to Client and nothing therein shall serve to modify Clauses 2 and 5 respectively. In the event of a conflict between electronic files and non-electronic documents, the non-electronic documents shall control and Consultant retains all ownership rights in the electronic files per the terms of this document.

11.11 The provisions of Clauses 1, 2.2, 4, 5, 6, 8, 8.4, 9, 10 and 11 survive the termination of the Agreement.

August 7, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of Tender 19-OF-05 for MSHW Services to Host Household Hazardous Waste Events in Fort Frances

The Town has tendered with the community of Dryden for a common Municipal Special or Hazardous Waste (MSHW) service provider to host a one-day household hazardous waste drop-off event in each community in 2019. In 2019 the Town of Fort Frances was, responsible for preparing the tender documents and specifications.

The Town's MSHW event day is scheduled for Saturday, September 14, 2019 starting at 9:00 am and ending at 3:00 pm. All citizens living in the Rainy River District will be allowed to drop off household hazardous waste at the Public Works Yard located at 900 Wright Avenue.

For the tender this year, there was one tender submitted; The Miller Group, out of Winnipeg was the only tender submitted. Below is a breakdown of Miller Environmental tender prices

MSHW Service Provider	Mob/Demobilization	MSHW Recycle Costs	HST	Total Price
Miller Environmental Corporation	\$12,506.25	\$11,131.37	\$3,072.89	\$26,710.51

Each community will authorize The Miller Group to be their 2019 MSHW service provider. The 2019 total estimated cost to the Town of Fort Frances without any reimbursement from Stewardship Ontario is \$24,053.64 (Town's portion of HST included) based on the quantity of MSHW materials collected in 2018. The 2019 approved operating budget has a net operating cost of \$5,000 where the total operating expenditure is estimated at \$22,000 and the revenue received is \$17,000. The exact net cost is very dependent on the amount and types of MSHW materials dropped off on the event day.

The Operations & Facilities Executive Committee recommends the following:

- 1) That the Miller Group out of Winnipeg be designated the Town 's 2018 MSHW service provider at an estimated cost of \$26,710.51 (includes HST) in accordance with the tender documents.
- 2) That the Town 's MSHW event day is scheduled on Saturday September 14, 2019 from 9:00 am to 3:00 pm.

Respectfully Submitted



Travis Rob, P.Eng.

Council approval of this report will ensure:

- 1) That the Miller Group out of Winnipeg be designated the Town 's 2018 MSHW service provider at an estimated cost of \$26,710.51 (includes HST) in accordance with the tender documents.**
- 2) That the Town 's MSHW event day is scheduled on Saturday September 14, 2019 from 9:00 am to 3:00 pm.**

Manager of Operations and Facilities

2019Aug MSHW Day Tender Award 19-OF-05

August 7, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Letter Dated July 9 from the Rainy River District School Board for the unbudgeted installation of a sidewalk along McIrvine Road.

Back in March of 2017 a request came from the Fort Frances High School Parent Council requesting the Town construct a sidewalk along McIrvine Road from Kings Highway to the Fort Frances Highschool entrance. At that time, it was added to the 2017 Capital Budget pending the Parent Council obtaining permission from the abutting property owner and Bell, who has a great deal of underground infrastructure in this area, to construct a sidewalk fronting their property which has been common practice for these types of request. In addition, should permission have been granted, the Rainy River District School Board would have been required to split the cost of installation with the Town.

In late 2018 the Town was informed that after some back and forth with the property owner by both the School Board and the Town, the property owner was not in favour of the installation and therefore the costs were removed from the 2019 Capital Budget. In late May of 2019 I was informed by the School Board that the property owner had changed his mind after speaking to a Town staff member. The School Board now wants the construction to happen right away in 2019 before school is back in session.

This type of installation would typically be tendered as part of a larger roadway job to get better pricing as well as provide some grading details to ensure proper drainage is maintained. For the Town crews to undertake this project may not be possible given the current work load of concrete works to complete before the end of the concrete season and the loss of our student labour crew in the coming weeks. To undertake this project now would mean a rushed evaluation of grading and trying to obtain prices from contractors in Town. Secondly the Town has not budgeted for this work in 2019. The School Board has offered to fund the works with the Town paying them back in 2020 upon approval of our 2020 budget, however they have a maximum amount that they can fund in this year as well.

It is the recommendation that the installation of a sidewalk on McIrvine Road from Kings Highway to the Fort Frances Highschool be deferred to the 2020 Capital Budget so that a proper design and tendering of the work can take place to get the best possible price for both parties to complete this work.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the installation of a sidewalk on McIrvine Road from Kings Highway to the Fort Frances Highschool be deferred to the 2020 Capital Budget so that a proper design and tendering of the work can take place to get the best possible price for both parties to complete this work.

Manager of Operations and Facilities



Rainy River

DISTRICT SCHOOL BOARD

July 9, 2019

EDUCATION CENTRE

522 Second Street E.
Fort Frances, ON
P9A 1N4
Phone: 807 274 9855
Fax: 807 274 5078
Toll Free: 1 800 214 1753

Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 3P9

Dear Mayor and Council:

Re: Sidewalk Construction

The Rainy River District School Board has been working with the Town of Fort Frances and various stakeholders to install a sidewalk along McIrvine Road from the Kings Highway corner to the Fort Frances High School sidewalk. The Town previously had this as a budget item. We were waiting however for the easement holders and landowners' permission to proceed with the project.

Permission has now been secured from all parties to proceed, however this item is not in the 2019 Town of Fort Frances budget. The Rainy River District School Board would like to pay for the total cost for the Town to install the sidewalk during the 2019 construction season if the Town would agree to reimburse the Board for half of the construction costs in the 2020 budget year.

Thank you for your consideration of this matter.

Sincerely,

Travis Enge
Manager of Plant Operations and Maintenance

WEB SITE:

www.rrdsb.com

DIRECTOR

Heather Campbell

May 29, 2019

Report To: Mayor & Council

From: Travis Rob, P.Eng., Manager of Operations & Facilities

SUBJECT: April 2019 Drinking Water Systems Monthly Summary Report

Please find attached the April 2019 Summary Report on the drinking water systems, prepared by Randy White, Senior WTP Operator.

Your Administration recommends that Operations & Facilities Executive Committee accept the April 2019 report as presented.

Respectfully submitted,
Operations & Facilities Division

Travis Rob, P.Eng.
Manager of Operations & Facilities

Council approval of this report will accept the April 2019 report prior to it being made available to the general public.
--

c.c. – Craig Miller, P.Eng., Environmental Superintendent
Randy White, ORO, Senior WTP Operator

April 2019

**Monthly Summary Report
Water Systems**

**Prepared By: Randy White, ORO
Senior Water Treatment Plant Operator**

Dated: May 28, 2019

1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of March 2019 at the Water Treatment Plant - Water Works # 220000978 and the Airport Groundwater Well Water Works No. 849N7DGE0 (Precedes Airport Groundwater Well Water Works No. 26002736). This information report has been prepared for Council to better understand how the water systems they own and operate are maintained on a monthly basis. Also, this report will assist Council as Directors of the Corporation in exercising its obligation to meet a reasonable Standard of Care as outlined in Section 19 of the Safe Drinking Water Act. The water treatment plant falls under the requirements of Ontario Regulation 170/03 – Drinking Water Systems.

The Airport Small Drinking Water System, System No. 849N7DGE0, was put into service August 01, 2017. The system falls under the requirements of Ontario Regulation 319/08 – Small Drinking Water Systems.

2) **Flow Data:**

Water Treatment Plant: See attached spreadsheet.

Airport Groundwater Well:

Estimated Daily Usage	0.21 m3
Estimated April Usage	6.34 m3

3) **Microbiological (Health Related) Water Analysis - Main Water System No. 220000978:**

Water Treatment Plant (treated): 4 samples taken no adverse results

Water Treatment Plant (raw): 4 samples taken no adverse results

Water Distribution System: 16 samples taken where 25% of samples were tested for heterotrophic plate count (HPC) - no adverse results.

We take microbiological samples on a weekly basis, which includes 1 raw sample, 1 treated sample and 4 distribution samples. The 4 distribution samples are taken at different locations throughout the distribution system.

Water distribution samples taken at the following locations:

1. 1111 First St. E.	2. 1104 Church St	3. 901 Wright Ave.	4. W. Tower
5. 740 Scott St.	6. 1036 Victoria Ave.	7. 901 Wright Ave.	8. W. Tower
9. 740 Scott St.	10. 320 Portage Ave.	11. 901 Wright Ave.	12. W. Tower
13. 1111 First St. E.	14. 1104 Church St.	15. 740 Scott St.	16. W. Tower

4) Microbiological (Health Related) Water Analysis - Airport Groundwater Well No. 849N7DGE0:

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater tested negative for bacteria.

The Airport drinking water system is to be sampled and tested for bacteria once every three (3) months in accordance with Section 25 – Microbiological Sampling and Testing of the Small Drinking Water Systems Regulation, O. Reg. 319/08.

Water distribution sample taken April 8, 2019 – no adverse results.

5) Free Available Chlorine Residual (FAC) - Main Water System No. 220000978:

FAC residuals are taken at a minimum daily at both the Water Treatment Plant and within the Water Distribution System.

6) Free Available Chlorine Residual (FAC) - Airport Groundwater Well System No. 849N7DGE0:

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater well tested negative for bacteria.

7) Maintenance Activities at the WTP:

April 4th Installed a new Soda Ash pump

April 4th Cleaned top and bottom tanks on the poly unit

April 4th Cleaned all 4 Check Valves on the poly unit

April 5th Did Calibration Check on Dist. Cl2 Analyzer

April 11th Greased the Lowlift pumps

April 19th Did Calibration Check on Dist. Cl2 Analyzer

April 24th Calibrated Dist. Cl2 Analyzer

April 25th Installed a new Polyline to the Clarifier

April 25th Cleaned top and bottom tanks on the poly unit

April 25th Cleaned all 4 Check Valves on the poly unit

April 30th Ran the Standby Generator for 1 hour

8) **Water Complaints:**

- Poor Pressure – 0 complaints.
- Water quality – 0 complaints.

9) **Other Miscellaneous Information:**

April 1 st	Routine micro sample collection
April 1 st	Community Lead Sampling Reg170/03
April 2 nd	Community Lead Sampling Reg170/03
April 3 rd	Community Lead Sampling Reg170/03
April 4 th	Community Lead Sampling Reg170/03
April 8 th	Took Micro Sample at the Airport
April 8 th	Routine micro sample collection
April 11 th	Cleaned and Mopped the Plant
April 15 th	QMS meeting
April 15 th	Received a shipment of Fluoride
April 15 th	Routine micro sample collection
April 22 nd	Routine micro sample collection
April 23 rd	Took Grab Samples off the Filters
April 29 th	Routine micro sample collection

10) In order to acknowledge that all levels of responsibility within the Corporation of the Town of Fort Frances have received and reviewed this monthly report, it is necessary to sign-off in the appropriate location below:

- Randy White, ORO, Senior WTP Operator: _____
- Craig Miller, P.Eng. Environmental Superintendent: _____
- Travis Rob, P.Eng. Manager of Operations & Facilities: _____
- Doug Brown, P.Eng. CAO: _____
- Rick Wiedenhoeft, Chair O & F Exec Committee: _____
- June Caul, Mayor: _____
- John McTaggart, Councillor: _____
- Mike Behan, Councillor: _____
- Wendy Brunetta, Councillor: _____
- Doug Judson, Councillor: _____
- Andrew Hallikas, Councillor: _____

Note: Once all signatures have been obtained, the report will be distributed and made available to the public. If you have any questions, please feel free to contact myself or Randy White, Senior WTP Operator at 274-2325.

Flow and Operating Data

Flow Data APRIL	Units	2017	2018	2019
Total Raw Water	m ³	171180	153240	146840
Raw Maximum Day	m ³	6370	7070	6220
Raw Minimum Day	m ³	5500	4940	4060
Raw Average Daily Consumption	m ³	5900	5280	5060
Total Treated Water	m ³	108330	117850	106270
Treated Water Maximim Day Consumption	m ³	5090	6460	4330
Treated Water Minimim Day Consumption	m ³	3220	3230	2910
Treated Water Average Day Consumption	m ³	3610	3930	3540
Daily Average Per Household Consumption Rate	m ³	0.95	1.04	0.94
* Daily Average Per Person Consumption Rate	m ³	0.45	0.49	0.44
Monthly Averages - Operating Parameters WTP:				
FAC Residual - Treated Water	mg/L	2.24	2.14	2.13
Total Chlorine Residual - Treated Water	mg/L	2.62	2.37	2.36
Aluminum Sulphate - Raw Water	mg/L	35.00	35.00	35.00
Aluminum Sulphate - Treated Water Residual	mg/L	0.05	0.03	0.03
Fluoride - Treated Water	mg/L	0.58	0.66	0.63
Soda Ash - Raw Water	mg/L	35.00	35.00	35.00
pH - Adjusted		7.19	7.08	6.99
Temperature	°C	4.90	3.20	4.10
Quantity of Chemical Used:	kg			
Aluminum Sulphate	kg	6189.4	5544.7	5312.3
Polyelectrolyte	kg	75.0	87.5	75.0
Chlorine Gas	kg	710	609	579
Soda Ash - Used for pH Adjustment	kg	6189.4	5544.7	5312.3
Fluoride	kg	584	645	442

- * The Canadian Average is 450 Litres (0.45 m³) per day.
- * Population is 7986
- * Number of Households is 3783

Town of Fort Frances - Water treatment Plant - Water Works # 220000978
Monitoring Record
April 2019

Operating Data	Units	*MAC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	Average
		or Range																																
Flow rates																																		
Raw Water	10^3 M^3	17	4.94	5.12	5.12	5.06	5.11	4.98	5.21	5.02	5.06	5.17	4.86	5.17	5.44	4.85	4.97	4.94	5.14	5.24	4.85	5.06	5.05	5.01	5.12	5.01	4.06	6.22	4.78	5.21	4.98	5.03	146.84	5.06
Peak Instantaneous - Raw Water	L/s	n/a	59.40	59.37	59.42	59.38	59.46	59.48	59.41	59.38	59.40	59.40	59.23	59.35	59.32	59.09	59.08	59.06	59.10	59.08	59.03	59.03	59.08	59.10	59.26	59.31	59.31	59.25	58.84	58.71	58.84	58.87	1776.04	59.20
Treated Water	10^3 M^3	17	3.70	3.71	3.76	3.73	3.75	3.26	3.79	3.65	3.60	3.71	3.39	3.43	3.95	3.13	3.63	3.53	3.70	4.33	2.91	3.50	3.37	3.34	3.59	3.36	3.48	3.64	3.19	3.48	3.25	3.41	106.27	3.54
Peak Instantaneous - Treated Water	L/s	5	62.65	64.75	64.06	65.06	64.69	64.55	63.87	63.57	64.31	63.65	64.32	63.75	63.83	63.40	63.47	64.31	65.11	64.64	64.66	62.90	64.07	62.89	64.47	64.52	63.59	64.27	63.38	62.42	63.21	64.19	63.29	63.95
BackWash Water	10^3 M^3	n/a	0.287	0.269	0.000	0.239	0.286	0.239	0.268	0.286	0.238	0.286	0.267	0.232	0.285	0.268	0.243	0.286	0.269	0.285	0.268	0.247	0.286	0.270	0.248	0.285	0.268	0.000	0.246	0.285	0.268	0.246	7.450	0.248
Fluoride Information																																		
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.62	0.63	0.62	0.62	0.62	0.62	0.63	0.63	0.64	0.63	0.63	0.63	0.60	0.62	0.62	0.62	0.62	0.63	0.63	0.64	0.63	0.64	0.64	0.65	0.65	0.66	0.66	0.64	0.64	0.64	18.95	0.63
Turbidity Information																																		
Raw Water	NTU	n/a	1.24	1.17	1.19	1.26	1.31	1.17	1.26	1.21	1.24	1.28	1.23	1.27	1.22	1.21	1.26	1.30	1.23	1.26	1.31	1.29	1.26	1.23	1.25	1.30	1.28	1.22	1.19	1.31	1.29	1.21	37.45	1.25
Settled Water	NTU	n/a	0.10	0.10	0.12	0.11	0.10	0.09	0.10	0.11	0.10	0.11	0.10	0.10	0.09	0.09	0.10	0.11	0.11	0.10	0.11	0.12	0.12	0.11	0.11	0.12	0.11	0.11	0.10	0.11	0.12	0.12	3.20	0.11
Treated Water	NTU	1	0.04	0.05	0.04	0.05	0.04	0.04	0.04	0.05	0.05	0.05	0.05	0.06	0.04	0.06	0.05	0.05	0.05	0.04	0.05	0.05	0.05	0.05	0.04	0.04	0.05	0.04	0.04	0.06	0.06	0.05	1.43	0.05
Other Operating Parameters																																		
pH - Treated Water	no units	6.5 to 8.5	7.02	6.98	7.01	6.98	7.12	7.04	7.08	6.96	7.03	7.00	6.99	7.00	7.05	7.01	6.96	6.91	7.08	7.02	6.97	7.01	7.02	7.01	7.03	6.95	6.92	6.91	6.99	6.94	6.84	6.93	209.76	6.99
pH - Settled water	no units	n/a	6.19	6.28	6.19	6.26	6.23	6.17	6.22	6.28	6.29	6.18	6.26	6.27	6.35	6.33	6.26	6.36	6.23	6.26	6.29	6.23	6.27	6.31	6.26	6.14	6.21	6.10	6.11	6.16	6.12	6.17	186.98	6.23
pH - Raw Water	no units	n/a	7.04	6.94	6.99	6.98	6.96	6.99	6.99	6.99	7.07	7.04	7.03	7.07	7.10	7.09	6.96	6.99	7.02	7.05	7.01	6.95	6.96	6.97	7.01	6.92	6.95	6.95	6.98	6.99	6.96	6.97	209.92	7.00
FAC - Treated Water	mg/l	0.2 to 4	2.19	2.18	2.10	2.08	2.18	2.16	2.14	2.09	2.07	2.03	2.13	2.10	1.97	2.09	1.98	2.11	2.17	2.15	2.17	2.07	2.07	2.09	2.17	2.22	2.28	2.06	2.08	2.24	2.25	2.22	63.95	2.13
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.28	2.42	2.38	2.28	2.36	2.34	2.32	2.26	2.30	2.36	2.32	2.32	2.28	2.29	2.38	2.48	2.46	2.34	q2.40	2.42	2.30	2.28	2.28	2.42	2.52	2.44	2.36	2.52	2.5	2.3	68.51	2.36
Temperature	C	15	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	123.0	4.1
Fluoride used (Total Daily Consumption)	kg	n/a	18.0	18.0	18.0	17.0	18.0	17.0	18.0	17.0	18.0	18.0	17.0	17.0	18.0	18.0	10.0	9.0	11.0	12.0	11.0	11.0	12.0	12.0	12.0	13.0	12.0	15.0	12.0	14.0	14.0	15.0	442.0	14.7
Chlorine used (Total Daily Consumption)	kg	n/a	18.0	20.0	18.0	19.0	20.0	18.0	20.0	19.0	18.0	20.0	18.0	19.0	21.0	19.0	19.0	19.0	20.0	20.0	18.0	19.0	20.0	19.0	20.0	19.0	19.0	20.0	19.0	21.0	20.0	20.0	579.0	19.3
Soda ash (Total Daily Consumption)	kg	n/a	172.9	179.2	179.2	177.1	178.9	174.3	182.4	175.7	177.1	181.0	170.1	181.0	190.4	169.8	174.0	172.9	179.9	183.4	169.8	177.1	176.8	175.4	179.2	175.4	142.1	217.7	167.3	182.4	174.3	176.1	5312.3	177.1
Soda Ash - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1050.0	35.0
Alum residual - (Total Daily Consumption)	kg	n/a	172.9	179.2	179.2	177.1	178.9	174.3	182.4	175.7	177.1	181.0	170.1	181.0	190.4	169.8	174.0	172.9	179.9	183.4	169.8	177.1	176.8	175.4	179.2	175.4	142.1	217.7	167.3	182.4	174.3	176.1	5312.3	177.1
Alum residual - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1050.0	35.0
Alum residual - Treated Water	mg/l	0.1	0.04	0.05	0.02	0.03	0.02	0.02	0.01	0.04	0.02	0.03	0.02	0.03	0.01	0.01	0.05	0.04	0.03	0.03	0.02	0.06	0.04	0.05	0.04	0.05	0.05	0.07	0.04	0.02	0.02	0.05	1.01	0.03
Poly bags added (25 kg bags)	kg			0.5						0.5			0.5				0.5								0.5						0.5		75.0	

July 3, 2019

Report To: Mayor & Council

From: Travis Rob, P.Eng., Manager of Operations & Facilities

SUBJECT: May 2019 Drinking Water Systems Monthly Summary Report

Please find attached the May 2019 Summary Report on the drinking water systems, prepared by Brad Webb, Senior WTP Operator.

Your Administration recommends that Operations & Facilities Executive Committee accept the May 2019 report as presented.

Respectfully submitted,
Operations & Facilities Division

Travis Rob, P.Eng.
Manager of Operations & Facilities

Council approval of this report will accept the May 2019 report prior to it being made available to the general public.
--

c.c. – Craig Miller, P.Eng., Environmental Superintendent
Brad Webb, ORO, Senior WTP Operator

May 2019

**Monthly Summary Report
Water Systems**

**Prepared by: Brad Webb, ORO
Senior Water Treatment Plant Operator**

Dated: June 11, 2019

1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of May 2019 at the Water Treatment Plant - Water Works # 220000978 and the Airport Groundwater Well Water Works No. 849N7DGE0 (Precedes Airport Groundwater Well Water Works No. 26002736). This information report has been prepared for Council to better understand how the water systems they own and operate are maintained on a monthly basis. Also, this report will assist Council as Directors of the Corporation in exercising its obligation to meet a reasonable Standard of Care as outlined in Section 19 of the Safe Drinking Water Act. The water treatment plant falls under the requirements of Ontario Regulation 170/03 – Drinking Water Systems.

The Airport Small Drinking Water System, System No. 849N7DGE0, was put into service August 01, 2017. The system falls under the requirements of Ontario Regulation 319/08 – Small Drinking Water Systems.

2) **Flow Data:**

Water Treatment Plant: See attached spreadsheet.

Airport Groundwater Well:

May Usage 7.4 m3

3) **Microbiological (Health Related) Water Analysis - Main Water System No. 220000978:**

Water Treatment Plant (treated): 4 samples taken no adverse results

Water Treatment Plant (raw): 4 samples taken no adverse results

Water Distribution System: 16 samples taken where 25% of samples were tested for heterotrophic plate count (HPC) - no adverse results.

We take microbiological samples on a weekly basis, which includes 1 raw sample, 1 treated sample and 4 distribution samples. The 4 distribution samples are taken at different locations throughout the distribution system.

Water distribution samples taken at the following locations:

1. 720 Scott St.	2. 1036 Victoria Ave.	3. 901 Wright Ave.	4. W. Tower
5. 320 Portage Ave.	6. 720 Scott St.	7. 901 Wright Ave.	8. W. Tower
9. 740 Scott St.	10. 320 Portage Ave.	11. 901 Wright Ave.	12. W. Tower
13. 1104 Church St.	14. 1036 Victoria Ave.	15. 901 Wright Ave.	16. W. Tower

4) Microbiological (Health Related) Water Analysis - Airport Groundwater Well No. 849N7DGE0:

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater tested negative for bacteria.

The Airport drinking water system is to be sampled and tested for bacteria once every three (3) months in accordance with Section 25 – Microbiological Sampling and Testing of the Small Drinking Water Systems Regulation, O. Reg. 319/08.

Water distribution sample taken April 8, 2019 – no adverse results.

5) Free Available Chlorine Residual (FAC) - Main Water System No. 220000978:

FAC residuals are taken at a minimum daily at both the Water Treatment Plant and within the Water Distribution System.

6) Free Available Chlorine Residual (FAC) - Airport Groundwater Well System No. 849N7DGE0:

New drinking water system put on line August 01, 2017. No treatment required as the Airport groundwater well tested negative for bacteria.

7) Maintenance Activities at the WTP:

May 2nd - cleaned top and bottom tanks on the poly unit.
- cleaned all four (4) check valves on the poly unit.
- chlorinated Reservoir No. 2 and began filling it.

May 9th - greased clarifier gears, chains and bearings.
-greased low lift pumps.

May 10th -changed chlorine tank.
-started pressure testing Sunny Cove Camp.

May 13th -Centra Gas changed gas meter at plant.

May 16th - cleaned top and bottom tanks on the poly unit.
- cleaned all four (4) check valves on the poly unit

May 21st -calibrated the Distribution Chlorine Analyzer.
-took grab samples of filters.
-calibrated fluoride analyzer.

May 23rd - cleaned top and bottom tanks on the poly unit.

- cleaned all four (4) check valves on the poly unit.

May 29th

- changed filters in soda ash dust collector.

May 30th

- Clear-Tech here calibrating lab instruments.
- cleaned top and bottom tanks on the poly unit.
- cleaned all four (4) check valves on the poly unit.

May 31st

- ran generator for 1 hour.

8) **Water Complaints:**

- Poor Pressure – 0 complaints.
- Water quality – 0 complaints.

9) **Other Miscellaneous Information:**

May 6th - took weekly routine micro samples.

May 7th - water main break repair - water samples – Armit Ave. - 1st set.

May 8th - water main break repair - water samples -Armit Ave. - 2nd set.
-D.W.S.P. samples.

May 13th - took weekly routine micro samples.
- QMS Internal Audit kick off meeting at water plant.

May 14th - seasonal samples at Rainy Lake Square, St. Francis Ballfield,
Point Park, Lions Park and Marina.
-Sunny Cove Camp bacti. Samples first set.
-5 year organic and inorganic samples at Sunny Cove Camp.

May 15th -Sunny Cove Camp bacti samples second set.

May 21st - took weekly routine micro samples.
- water main break repair - water samples Colonization Rd. 1st set.

May 22nd - water main break repair - water samples Colonization Rd. 2nd set.
- water main break repair - water samples - Armit Ave. - 400 blk. - 2nd set.

May 23rd -Day Care lead Samples.

May 27th - took weekly routine micro samples.

-
May 28th - took quarterly samples at the water tower and the plant.
- took total suspended solid (T.S.S.) samples off the filters during backwash.

May 29th -Day Care lead samples

May 31st – Randy White retired.

.

10) In order to acknowledge that all levels of responsibility within the Corporation of the Town of Fort Frances have received and reviewed this monthly report, it is necessary to sign-off in the appropriate location below:

- Brad Webb, ORO, Senior WTP Operator: _____
- Craig Miller, P.Eng. Environmental Superintendent: _____
- Travis Rob, P.Eng. Manager of Operations & Facilities: _____
- Doug Brown, P.Eng. CAO: _____
- Rick Wiedenhoeft, Chair O & F Exec Committee: _____
- June Caul, Mayor: _____
- John McTaggart, Councillor: _____
- Mike Behan, Councillor: _____
- Wendy Brunetta, Councillor: _____
- Doug Judson, Councillor: _____
- Andrew Hallikas, Councillor: _____

Note: Once all signatures have been obtained, the report will be distributed and made available to the public. If you have any questions, please feel free to contact myself or Brad Webb, Senior WTP Operator at 274-2325.

Monthly Report May 2019

Flow and Operating Data

Flow Data	MAY	Units	2017	2018	2019
Total Raw Water	m^3		196210	191512	162710
Raw Maximum Day	m^3		7080	6780	6180
Raw Minimum Day	m^3		5830	4970	4760
Raw Average Daily Consumption	m^3		6330	5310	5250
Total Treated Water	m^3		116990	112970	105850
Treated Water Maximim Day Consumption	m^3		5040	4130	4180
Treated Water Minimim Day Consumption	m^3		2820	3060	2760
Treated Water Average Day Consumption	m^3		3770	3640	3410
Daily Average Per Household Consumption Rate	m^3		1.00	0.96	0.90
* Daily Average Per Person Consumption Rate	m^3		0.47	0.46	0.43
Monthly Averages - Operating Parameters WTP:					
FAC Residual - Treated Water	mg/L		2.23	2.07	2.15
Total Chlorine Residual - Treated Water	mg/L		2.45	2.30	2.38
Aluminum Sulphate - Raw Water	mg/L		35.00	35.00	35.00
Aluminum Sulphate - Treated Water Residual	mg/L		0.03	0.03	0.03
Fluoride - Treated Water	mg/L		0.59	0.71	0.73
Soda Ash - Raw Water	mg/L		35.00	35.00	35.00
pH - Adjusted			7.19	7.11	7.03
Temperature	°C		9.90	9.50	8.84
Quantity of Chemical Used:					
Aluminum Sulphate	kg		6867.35	7416.50	5694.90
Polyelectrolyte	kg		87.5	112.5	87.5
Chlorine Gas	kg		811	671	676
Soda Ash - Used for pH Adjustment	kg		6867.35	7416.50	5694.90
Fluoride	kg		547	583	478

* The Canadian Average is 450 Litres (0.45 m^3) per day.
* Population is 7986
* Number of Households is 3783

Town of Fort Frances - Water treatment Plant - Water Works # 220000978
Monitoring Record
May 2019

Operating Data	Units	*MAC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	Average	
		or Range																																		
Flow rates																																				
Raw Water	10^3 M^3	17	4.99	5.00	5.04	5.17	5.05	4.76	6.18	5.12	5.26	5.29	5.07	5.26	5.17	5.30	5.50	5.20	5.22	5.76	5.18	4.87	5.48	5.21	5.37	5.17	4.95	5.92	5.49	5.07	5.38	5.16	5.12	162.71	5.25	
Peak Instantaneous - Raw Water	L/s	n/a	58.56	58.63	58.61	58.72	58.73	58.81	70.61	70.44	61.03	61.03	61.79	61.72	61.79	61.81	61.92	62.01	62.00	62.02	62.19	62.12	62.06	61.97	60.76	60.64	60.81	60.90	60.89	60.80	60.89	60.92	61.19		61.50	
Treated Water	10^3 M^3	17	3.40	3.19	3.32	3.57	3.23	3.26	4.18	3.27	3.73	3.50	3.47	3.30	3.74	3.28	3.76	3.48	3.49	3.97	3.10	3.20	3.60	3.50	3.53	3.11	3.06	2.78	3.72	2.76	3.57	3.47	3.31	105.85	3.41	
Peak Instantaneous - Treated Water	L/s	n/a	64.06	63.60	64.76	63.26	61.80	128.85	70.30	64.62	64.09	64.32	64.22	64.58	63.53	66.72	64.22	65.39	64.95	64.02	63.02	62.65	63.62	64.83	63.70	63.63	62.54	62.47	61.47	63.13	63.60	63.75	64.71		66.14	
BackWash Water	10^3 M^3	n/a	0.284	0.267	0.246	0.285	0.268	0.251		0.287	0.268	0.248	0.287	0.270	0.247	0.287	0.266	0.247	0.287	0.267	0.245	0.287	0.270	0.252	0.288	0.265	0.247	0.344	0.287	0.261	0.285	0.266	0.246	8.11	0.27	
Fluoride Information																																				
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.64	0.70	0.71	0.73	0.72	0.72	0.72	0.70	0.70	0.73	0.73	0.74	0.75	0.73	0.73	0.73	0.77	0.75	0.75	0.76	0.79	0.72	0.72	0.72	0.72	0.72	0.72	0.72	0.73	0.72	0.71	22.50	0.73	
Turbidity Information																																				
Raw Water	NTU	n/a	1.16	1.21	1.18	1.14	1.19	1.11	1.10	1.21	1.19	1.23	1.28	1.21	1.18	1.26	1.19	1.27	1.31	1.21	1.27	1.22	1.26	1.23	1.19	1.24	1.21	1.19	1.23	1.26	1.29	1.22	1.26	37.70	1.22	
Settled Water	NTU	n/a	0.10	0.11	0.10	0.12	0.11	0.10	0.11	0.12	0.11	0.10	0.11	0.11	0.11	0.11	0.10	0.10	0.10	0.12	0.11	0.12	0.11	0.11	0.10	0.10	0.12	0.10	0.11	0.12	0.12	0.11	0.11	3.38	0.11	
Treated Water	NTU	1	0.04	0.04	0.06	0.07	0.05	0.05	0.05	0.05	0.04	0.04	0.04	0.04	0.05	0.04	0.05	0.05	0.04	0.09	0.09	0.06	0.06	0.05	0.05	0.04	0.06	0.01	0.04	0.04	0.05	0.04	0.05	1.53	0.05	
Other Operating Parameters																																				
pH - Treated Water	no units	6.5 to 8.5	6.86	6.95	6.96	7.01	7.03	6.92	6.99	7.03	7.00	6.96	7.03	7.00	7.04	7.03	7.00	6.99	7.03	7.10	7.11	7.02	6.99	7.03	7.05	7.11	7.14	7.06	7.11	7.14	7.17	7.18	7.50	218.54	7.05	
pH - Settled water	no units	n/a	6.05	6.21	6.17	6.20	6.19	6.05	6.11	6.16	6.11	6.22	6.25	6.22	6.22	6.23	6.27	6.33	6.12	6.15	6.17	6.23	6.31	6.22	6.18	6.10	6.32	6.29	6.22	6.26	6.28	6.35	6.37	192.56	6.21	
pH - Raw Water	no units	n/a	6.91	6.99	6.93	6.97	6.95	6.84	6.92	6.90	6.94	6.99	6.98	7.01	7.02	7.00	7.01	7.03	7.00	7.03	7.07	7.11	7.04	7.10	7.11	7.06	7.13	7.10	7.09	7.11	7.09	7.24	7.39	218.06	7.03	
FAC - Treated Water	mg/l	0.2 to 4	2.26	2.24	2.14	2.00	2.11	2.19	2.12	2.04	2.14	2.19	2.11	2.13	2.18	2.24	2.30	2.32	2.26	2.20	2.35	2.34	2.34	2.07	1.96	1.92	2.08	2.04	2.13	2.07	2.03	1.97	2.04	66.51	2.15	
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.38	2.32	2.66	2.18	2.56	2.50	2.56	2.30	2.36	2.34	2.24	2.36	2.34	2.36	2.54	2.48	2.52	2.44	2.56	2.56	2.48	2.26	2.28	2.24	2.40	2.32	2.28	2.40	2.24	2.13	2.18	73.77	2.38	
Temperature	C	15	5.0	5.0	5.0	5.0	5.0	6.0	6.0	6.0	7.0	7.0	8.0	7.0	8.0	8.0	8.0	8.0	9.0	10.0	10.0	10.0	11.0	11.0	12.0	12.0	12.0	12.0	12.0	12.0	13.0	274.00	8.84			
Fluoride used (Total Daily Consumption)	kg	n/a	15.0	15.0	16.0	15.0	15.0	13.0	15.0	13.0	15.0	13.0	12.0	14.0	15.0	15.0	15.0	14.0	17.0	18.0	17.0	17.0	17.0	16.0	17.0	17.0	15.0	17.0	17.0	17.0	16.0	17.0	16.0	478.00	15.42	
Chlorine used (Total Daily Consumption)	kg	n/a	20.0	21.0	20.0	21.0	20.0	19.0	25.0	21.0	22.0	21.0	21.0	22.0	22.0	23.0	23.0	22.0	22.0	24.0	21.0	21.0	22.0	22.0	22.0	21.0	21.0	22.0	24.0	22.0	23.0	22.0	24.0	676.00	21.81	
Soda ash (Total Daily Consumption)	kg	n/a	174.7	175.0	176.4	181.0	176.8	166.6	216.3	179.2	184.1	185.2	177.5	184.1	181.0	185.5	192.5	182.0	182.7	201.6	181.3	170.5	191.8	182.4	188.0	181.0	173.3	207.2	192.2	177.5	188.3	180.6	179.2	5694.85	183.70	
Soda Ash - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1085.00	35.00		
Alum residual - (Total Daily Consumption)	kg	n/a	174.7	175.0	176.4	181.0	176.8	166.6	216.3	179.2	184.1	185.2	177.5	184.1	181.0	185.5	192.5	182.0	182.7	201.6	181.3	170.5	191.8	182.4	188.0	181.0	173.3	207.2	192.2	177.5	188.3	180.6	179.2	5694.85	183.70	
Alum residual - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1085.00	35.00		
Alum residual - Treated Water	mg/l	0.1	0.04	0.02	0.05	0.01	0.02	0.03	0.02	0.02	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.04	0.01	0.05	0.05	0.06	0.03	0.02	0.02	0.04	0.01	0.01	0.01	0.02	0.02	0.03	0.01	0.83	0.03	
Poly bags added (25 kg bags)	kg			0.5												0.5		0.5									0.5					0.5		0.5	87.50	0.50

July 3, 2019

Report To: Mayor & Council

From: Travis Rob, P.Eng., Manager of Operations & Facilities

SUBJECT: June 2019 Drinking Water Systems Monthly Summary Report

Please find attached the June 2019 Summary Report on the drinking water systems, prepared by Brad Webb, Senior WTP Operator.

Your Administration recommends that Operations & Facilities Executive Committee accept the June 2019 report as presented.

Respectfully submitted,
Operations & Facilities Division

Travis Rob, P.Eng.
Manager of Operations & Facilities

Council approval of this report will accept the June 2019 report prior to it being made available to the general public.

c.c. – Craig Miller, P.Eng., Environmental Superintendent
Brad Webb, ORO, Senior WTP Operator

June 2019

**Monthly Summary Report
Water Systems**

**Prepared by: Brad Webb, ORO
Senior Water Treatment Plant Operator**

Dated: July 03, 2019

1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of June 2019 at the Water Treatment Plant - Water Works # 220000978 and the Airport Groundwater Well Water Works No. 849N7DGE0 (Precedes Airport Groundwater Well Water Works No. 26002736). This information report has been prepared for Council to better understand how the water systems they own and operate are maintained on a monthly basis. Also, this report will assist Council as Directors of the Corporation in exercising its obligation to meet a reasonable Standard of Care as outlined in Section 19 of the Safe Drinking Water Act. The water treatment plant falls under the requirements of Ontario Regulation 170/03 – Drinking Water Systems.

The Airport Small Drinking Water System, System No. 849N7DGE0, was put into service August 01, 2017. The system falls under the requirements of Ontario Regulation 319/08 – Small Drinking Water Systems.

2) **Flow Data:**

Water Treatment Plant: See attached spreadsheet.

Airport Groundwater Well:

Estimated Daily Usage	0.21 m3
Estimated June Usage	6.3 m3

3) **Microbiological (Health Related) Water Analysis - Main Water System No. 220000978:**

Water Treatment Plant (treated): 4 samples taken no adverse results

Water Treatment Plant (raw): 4 samples taken no adverse results

Water Distribution System: 16 samples taken where 25% of samples were tested for heterotrophic plate count (HPC) - no adverse results.

We take microbiological samples on a weekly basis, which includes 1 raw sample, 1 treated sample and 4 distribution samples. The 4 distribution samples are taken at different locations throughout the distribution system.

Water distribution samples taken at the following locations:

1. 320 Portage Ave.	2. 1036 Victoria Ave.	3. 901 Wright Ave.	4. W. Tower
5. 740 Scott St.	6. 375 Scott Street.	7. 901 Wright Ave.	8. W. Tower
9. 1111 First St E.	10. 740 6 th St. West.	11. 1324 Kings Hwy.	12. W. Tower
13. 740 Scott St.	14. 1036 Victoria Ave.	15. 901 Wright Ave.	16. W. Tower

4) Microbiological (Health Related) Water Analysis - Airport Groundwater Well No. 849N7DGE0:

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater tested negative for bacteria.

The Airport drinking water system is to be sampled and tested for bacteria once every three (3) months in accordance with Section 25 – Microbiological Sampling and Testing of the Small Drinking Water Systems Regulation, O. Reg. 319/08.

Water distribution sample taken April 8, 2019 – no adverse results.

5) Free Available Chlorine Residual (FAC) - Main Water System No. 220000978:

FAC residuals are taken at a minimum daily at both the Water Treatment Plant and within the Water Distribution System.

6) Free Available Chlorine Residual (FAC) - Airport Groundwater Well System No. 849N7DGE0:

New drinking water system put on line August 01, 2017. No treatment required as the Airport groundwater well tested negative for bacteria.

7) Maintenance Activities at the WTP:

June 3rd -Cleaned Turbidity meter on filter #3.

June 6th - Cleaned top and bottom tanks on poly unit.
- Cleaned all four (4) check valves on poly unit.
- Calibrated distribution chlorine analyzer.

June 12th - Changed Soda Ash pump.

June 13th - Cleaned top and bottom tanks on poly unit.
- Cleaned all four (4) check valves on poly unit.

June 13th - Took grab samples off the filters.
- Calibrated distribution chlorine analyzer.
-Calibrated fluoride analyzer.

June 14th -Greased clarifiers chains bearing gears.

June 20th - Cleaned top and bottom tanks on poly unit.
- Cleaned all four (4) check valves on the poly unit.

June 27th - Cleaned top and bottom tanks on poly unit.
- Cleaned all four (4) check valves on the poly unit.

8) **Water Complaints:**

- Poor Pressure – 0 complaints.
- Water quality – 0 complaints.

9) **Other Miscellaneous Information:**

June 3rd - Received a load of Soda ash.
- Routine micro sample collection.
- Seasonal micro sample Lion's Park.
- Fire and Security here testing fire alarm

June 10th - Routine micro sample collection.
- Seasonal micro sample Legion Park.

June 17th - Routine micro sample collection.

June 24th - Routine micro sample collection.
- Changed chlorine tank.

June 27th - Ran backup generator for 1 hour

10) In order to acknowledge that all levels of responsibility within the Corporation of the Town of Fort Frances have received and reviewed this monthly report, it is necessary to sign-off in the appropriate location below:

- Brad Webb, ORO, Senior WTP Operator: _____
- Craig Miller, P.Eng. Environmental Superintendent: _____
- Travis Rob, P.Eng. Manager of Operations & Facilities: _____
- Doug Brown, P.Eng. CAO: _____
- Rick Wiedenhoeft, Chair O & F Exec Committee: _____
- June Caul, Mayor: _____
- John McTaggart, Councillor: _____
- Mike Behan, Councillor: _____
- Wendy Brunetta, Councillor: _____
- Doug Judson, Councillor: _____
- Andrew Hallikas, Councillor: _____

Note: Once all signatures have been obtained, the report will be distributed and made available to the public. If you have any questions, please feel free to contact myself or Brad Webb, Senior WTP Operator at 274-2325.

Flow Data JUNE	Units	2017		2018		2019	
Total Raw Water	m ³		197910		160740		161220
Raw Maximum Day	m ³		6890		5660		6910
Raw Minimum Day	m ³		6270		5120		5060
Raw Average Daily Consumption	m ³		6600		5360		5370
Total Treated Water	m ³		114210		119760		110860
Treated Water Maximim Day Consumption	m ³		4860		5080		4760
Treated Water Minimim Day Consumption	m ³		3150		2990		3060
Treated Water Average Day Consumption	m ³		3810		3990		3700
Daily Average Per Household Consumption Rate	m ³		1.007		1.055		0.978
* Daily Average Per Person Consumption Rate	m ³		0.477		0.500		0.463
Monthly Averages - Operating Parameters WTP:							
FAC Residual - Treated Water	mg/L		2.20		1.94		2.11
Total Chlorine Residual - Treated Water	mg/L		2.41		2.23		2.40
Aluminum Sulphate - Raw Water	mg/L		35.00		35.00		35.00
Aluminum Sulphate - Treated Water Residual	mg/L		0.02		0.02		0.02
Fluoride - Treated Water	mg/L		0.63		0.70		0.73
Soda Ash - Raw Water	mg/L		35.00		35.00		35.00
pH - Adjusted			7.28		7.14		7.30
Temperature	°C		16.20		18.87		15.60
Quantity of Chemical Used:							
Aluminum Sulphate	kg		6926.90		5625.90		5642.70
Polyelectrolyte	kg		62.50		112.50		62.50
Chlorine Gas	kg		935.00		767.00		765.00
Soda Ash - Used for pH Adjustment	kg		6926.90		5625.90		5642.70
Fluoride	kg		651.00		489.00		681.00

- * The Canadian Average is 450 Litres (0.45 m³) per day.
- * Population is 7986
- * Number of Households is 3783

Town of Fort Frances - Water treatment Plant - Water Works # 220000978
Monitoring Record
June 2019

Operating Data	Units	*MAC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	Average
		or Range																																
Flow rates																																		
Raw Water	10^3 M^3	17	5.30	5.26	5.28	5.30	5.18	5.29	5.25	5.06	5.32	5.31	5.22	5.31	5.28	6.81	5.44	6.91	5.20	5.09	5.28	5.31	5.29	5.39	5.29	5.12	5.32	5.29	5.24	5.24	5.31	5.33	161.22	5.37
Peak Instantaneous - Raw Water	L/s	n/a	61.37	61.36	61.34	61.30	61.36	61.32	61.44	61.48	61.42	61.44	61.49	61.54	61.58	61.62	61.72	61.69	61.94	61.77	61.74	61.79	61.91	62.02	61.84	61.95	61.86	61.78	61.83	61.94	62.19	62.35		61.68
Treated Water	10^3 M^3	17	3.53	3.06	3.65	3.48	4.76	3.77	3.29	3.43	3.71	3.62	3.24	3.43	3.34	3.43	3.78	3.40	3.13	3.30	3.44	3.77	4.06	4.13	3.57	3.83	3.68	4.00	3.85	4.60	4.63	3.95	110.86	3.70
Peak Instantaneous - Treated Water	L/s	n/a	64.08	63.76	63.77	65.01	66.63	68.03	64.47	64.72	64.30	63.91	70.27	73.18	64.01	66.73	65.59	63.79	63.28	67.88	64.59	64.38	65.40	63.85	63.51	64.33	66.63	67.57	68.84	95.33	67.35	66.07		66.71
BackWash Water	10^3 M^3	n/a	2.490	2.810	2.640	2.520	2.870	2.630	2.530	2.860	2.650	2.540	2.860	2.640	2.530	0.289	0.264	0.248	0.286	0.265	0.248	0.287	0.263	0.252	0.286	0.268	0.252	0.286	0.265	0.252	0.287	0.267	39.135	1.305
Fluoride Information																																		
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.71	0.71	0.71	0.70	0.69	0.69	0.71	0.72	0.73	0.73	0.74	0.74	0.74	0.72	0.74	0.74	0.74	0.74	0.74	0.75	0.75	0.75	0.75	0.74	0.74	0.74	0.73	0.73	0.73	0.75	21.90	0.73
Turbidity Information																																		
Raw Water	NTU	n/a	1.27	1.24	1.30	1.29	1.22	1.24	1.56	1.15	1.28	1.51	1.28	1.56	1.77	1.61	1.66	1.55	1.51	1.37	1.46	1.34	1.38	1.31	1.36	1.34	1.32	1.85	1.84	1.67	1.51	1.34	43.09	1.44
Settled Water	NTU	n/a	0.11	0.11	0.12	0.11	0.11	0.12	0.13	0.11	0.12	0.11	0.11	0.11	0.14	0.14	0.14	0.12	0.13	0.12	0.13	0.16	0.11	0.12	0.11	0.10	0.07	0.16	0.11	0.13	0.14	0.17	3.67	0.12
Treated Water	NTU	1	0.05	0.04	0.05	0.04	0.03	0.03	0.03	0.03	0.04	0.03	0.03	0.04	0.04	0.07	0.08	0.07	0.08	0.04	0.04	0.04	0.04	0.05	0.04	0.05	0.05	0.06	0.05	0.05	0.05	0.05	1.39	0.05
Other Operating Parameters																																		
pH - Treated Water	no units	6.5 to 8.5	7.64	7.65	7.64	7.56	7.50	7.5	7.47	7.43	7.29	7.30	7.19	7.16	7.25	7.20	7.22	7.25	7.21	7.05	7.22	7.24	7.26	7.30	7.35	7.24	7.21	7.20	7.07	7.10	7.14	7.22	219.06	7.30
pH - Settled water	no units	n/a	6.04	6.00	6.07	6.04	6.01	6.03	6.06	6.07	6.02	6.07	6.13	6.09	6.08	6.15	6.05	6.10	6.17	6.10	6.13	6.15	6.19	6.19	6.12	6.09	6.12	6.14	6.10	6.15	6.19	6.20	183.05	6.10
pH - Raw Water	no units	n/a	7.41	7.39	7.23	7.24	7.32	7.25	7.35	7.30	7.17	7.23	7.27	7.24	7.27	7.20	7.21	7.17	7.07	7.27	7.33	7.38	7.38	7.36	7.33	7.24	7.20	6.93	7.06	7.09	7.20	7.27	217.36	7.25
FAC - Treated Water	mg/l	0.2 to 4	2.03	1.96	2.13	2.13	2.38	2.10	2.15	2.16	2.12	2.15	2.18	2.16	2.15	2.22	2.12	2.13	2.28	2.12	2.08	2.04	2.07	2.05	1.87	1.97	1.74	2.00	2.10	2.34	2.28	2.17	63.38	2.11
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.24	2.14	2.22	2.30	2.52	2.48	2.50	2.42	2.40	2.44	2.60	2.52	2.46	2.46	2.28	2.30	2.44	2.52	2.50	2.34	2.30	2.38	2.24	2.36	2.13	2.40	2.62	2.58	2.44	2.40	71.93	2.40
Temperature	C	15	13.0	13.0	13.0	13.0	13.0	13.00	15.0	15.0	14.0	14.0	14.0	14.0	15.0	15.0	15.0	15.0	15.0	17.0	17.0	18.0	18.0	19.0	20.0	18.0	16.0	16.0	18.0	20.0	16.0	467.0	15.6	
Fluoride used (Total Daily Consumption)	kg	n/a	16.0	14.0	14.0	14.0	12.0	14.00	16.0	18.0	20.0	23.0	26.0	23.0	28.0	26.0	25.0	27.0	27.0	25.0	27.0	26.0	26.0	26.0	24.0	23.0	23.0	27.0	28.0	28.0	28.0	27.0	681.0	22.7
Chlorine used (Total Daily Consumption)	kg	n/a	25.0	24.0	25.0	25.0	25.00	24.0	25.0	24.0	26.0	22.0	25.0	29.0	26.0	29.0	29.0	26.0	24.0	25.0	25.0	25.0	26.0	26.0	25.0	25.0	25.0	25.0	26.0	26.0	26.0	27.0	765.0	25.5
Soda ash (Total Daily Consumption)	kg	n/a	185.5	184.1	184.8	185.5	181.3	185.2	183.8	177.1	186.2	185.9	182.7	185.9	184.8	238.4	190.4	241.9	182.0	178.2	184.8	185.9	185.2	188.7	185.2	179.2	186.2	185.2	183.4	183.4	185.9	186.6	5642.7	188.1
Soda Ash - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1050.0	35.0
Alum residual - (Total Daily Consumption)	kg	n/a	185.5	184.1	184.8	185.5	181.3	185.2	183.8	177.1	186.2	185.9	182.7	185.9	184.8	238.4	190.4	241.9	182.0	178.2	184.8	185.9	185.2	188.7	185.2	179.2	186.2	185.2	183.4	183.4	185.9	186.6	5642.7	188.1
Alum residual - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1050.0	35.0
Alum residual - Treated Water	mg/l	0.1	0.01	0.01	0.01	0.01	0.01	0.04	0.02	0.02	0.02	0.02	0.01	0.01	0.01	0.06	0.06	0.04	0.04	0.02	0.02	0.01	0.02	0.03	0.01	0.02	0.02	0.01	0.01	0.02	0.01	0.01	0.61	0.02
Poly bags added (25 kg bags)	kg					0.5								0.5						0.5			0.5			0.5							62.5	

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
April 2019

STAFFING

The following table is a breakdown of lost man shifts during the month:

	2018	2019
WSIB	0.00	0.00
WI/LTD	0.00	0.00
SICK DAYS	6.13	10.25
COMPASSIONATE LEAVE	3.00	0.00
FLOATERS	5.00	7.00
VACATION	20.75	29.88
BANKED TIME USED	11.63	15.47
OFF	0.00	16.78
STATUTORY HOLIDAYS	0.00	29.00
TOTAL	46.51	108.38

OVERTIME HOURS

Equivalent Straight Time Hours:

	2018	2019	2018	2019
	April	April	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	33.00	8.00	40.50	14.50
ENGINEERING	4.00	0.00	6.00	0.00
INTERDEPARTMENTAL	0.00	12.00	2.00	30.00
PRIVATE WORK	0.00	0.00	3.00	3.75
RECYCLE/GARBAGE	4.00	0.00	24.00	20.50
ROADS	12.00	65.25	186.50	589.00
SEWER COLLECTION	22.25	26.13	119.25	92.13
SIDEWALKS	0.00	0.00	18.00	123.00
STORES	0.00	0.00	6.00	1.50
VEHICLE & EQUIPMENT	0.00	0.00	24.00	35.00
WATER TREATMENT PLANT	8.00	24.00	69.00	58.50
WATER DISTRIBUTION	48.50	4.00	159.75	232.25
WATER TOWER	0.00	0.00	0.00	0.00
TOTAL	131.75	139.38	658.00	1200.13

TRANSPORTATION REPORT

April 2019

ROADS:

Storm Water Management – Urban:

- Steamed catch basins to get water moving
- Flushed storm sewer laterals to get water moving.
- Flushed and cleaned storm sewer laterals and catch basins
- Repaired a break in the storm sewer lateral at Church Street and Victoria Avenue
- Repaired a leak in a lateral running under the sidewalk on the waterfront at Rainy Lake Sports and Tackle
- Repaired a leak in a storm lateral at Front and Williams

Storm Water Management - Rural:

- Steamed culverts to get water moving
- Flushed culverts to get water moving

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Swept winter sand from all islands and roadways
- Started the initial sweep of all hard top roads on April 8th, Two ten hour shifts Mondays to Thursdays.

Loose Top Maintenance:

- Graded all loose top roads
- Started grading all lanes

Roadside Maintenance:

- Cleaned up garbage/debris from winter along roadways and in catch basins
- Raked and picked up debris left at lane entrances from winter snow piles.

Winter Control:

- One (1) event – April 12
- Plowed all roadways, lanes and parking lots
- Sanded/salted roads as required

Winter Control (cont'd)

- Removed remaining lane piles and snow piles from dead ends
- Plowed snow to open up lower river boat ramp
- Removed all snow from Sports Centre Parking Lot piles

Traffic Operations:

- Repaired and replaced signs as required
- Replaced some signs that failed reflectivity testing
- Replaced some signs in the municipal parking lot behind the Post Office
- Removed construction signs from the 200 block of Second Street East.

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cleaned north yard.

Private Work:

Sidewalks – Winter:

- Cleaned snow and ice from Civic Centre sidewalks, downtown corners and underpass and applied ice melt as required.
- Swept and removed winter sand from downtown area and along priority routes.

Sidewalks – Summer:

- Swept sidewalks and bike path along waterfront once weekly.

Vehicles and Equipment

- Preventive Maintenance – pre-trip inspections – 5:30 – 7:30 a.m. – Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required

Public Relations:

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.

Interdepartmental:

- Empties septic tank at Airport several times as required
- Put away cords from Christmas lights at the Civic Centre
- Removed ice from 52 Canadians and IFK rinks with skid steer on April 10th and April 11th
- Removed/repared some trip hazards at the Day Care Centre yard on April 25th.
- Jeff Bragg provided coverage for vacation at the Airport on April 22nd and 23rd.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:

- Paul Lemesurier, Greg Wiedenhoeft, Joel Nicolay, Rich Walton, Darwin Woods, Randy McArthur, Eric Gustafson, Dan Boileau, Jay Bruyere, Bryan Patterson, Brian Hettonen, Paul LaFreniere, Eric Onichuk, Dale Gill, Nick Wreggitt and Dave Martin all attended training on the DBH Thawing machine on April 3rd.
- Brian Henttonen received training on the Street Sweeper April 4th and 5th.
- Training on the new Cat Grader was held on April 25th.

Health & Safety:

- A workplace inspection at the Public Works Building was done on April 3rd.

Milt Strachan,
Superintendent of Transportation

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
May 2019

STAFFING

The following table is a breakdown of lost man shifts during the month:

	2018	2019
WSIB	0.00	0.00
WI/LTD	0.00	0.00
SICK DAYS	7.38	5.63
COMPASSIONATE LEAVE	0.00	3.00
FLOATERS	3.00	3.00
VACATION	37.38	18.31
BANKED TIME USED	9.41	16.50
OFF	2.63	24.31
STATUTORY HOLIDAYS	27.00	30.00
TOTAL	86.80	100.75

OVERTIME HOURS

Equivalent Straight Time Hours:

	2018	2019	2018	2019
	May	May	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	2.00	40.50	16.50
ENGINEERING	0.00	0.00	6.00	0.00
INTERDEPARTMENTAL	8.00	8.75	10.00	38.75
PRIVATE WORK	0.00	0.00	3.00	3.75
RECYCLE/GARBAGE	0.75	4.00	24.75	24.50
ROADS	32.75	4.00	219.25	593.00
SEWER COLLECTION	20.75	61.00	140.00	153.13
SIDEWALKS	0.00	0.00	18.00	123.00
STORES	0.00	4.00	6.00	5.50
VEHICLE & EQUIPMENT	0.00	0.00	24.00	35.00
WATER TREATMENT PLANT	16.00	26.00	85.00	84.50
WATER DISTRIBUTION	76.75	57.50	236.50	289.75
WATER TOWER	0.00	0.00	0.00	0.00
TOTAL	155.00	167.25	813.00	1367.38

TRANSPORTATION REPORT

May 2019

ROADS:

Storm Water Management – Urban:

- Continued flushing storm sewer laterals and cleaning catch basin sumps.

Storm Water Management - Rural:

- Cleaned up debris from winter along town ditches along roadways

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping – two ten hour shifts Monday to Thursday – downtown area and waterfront swept once weekly
- Formed a ramp using cold mix to lesson the height of the driveway entrance heave at 315 Butler Avenue
- Swept sand and debris from along curbs and from the corners of municipal parking lots
- Started replacing curb and gutters and sidewalk at sewer and water repairs done over the winter.

Loose Top Maintenance:

- Graded all loose top roads twice
- Continued grading all lanes
- Added granular A material to all loose top roads and graded

Roadside Maintenance:

- Repaired the guard rail at the Legion Parking lot
- Cleaned up debris from winter along Town boulevards
- Cleaned up sod along roads and sidewalks from winter plowing
- Removed four dead trees from boulevards

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Continued replacing signs that failed reflectivity testing
- Put out bike racks at Civic Centre and 300 block of Scott Street

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Installed an extension to the culvert at 501 Sixth Street West to allow for large trucks getting in and out of the Public Works Yard
- Stripped sod and put in a granular base in lot at 501 Sixth Street West to store recycled asphalt materials

Private Work:

- Installed a private crossing at 822 Williams Avenue

Sidewalks – Winter:**Sidewalks – Summer:**

- Swept sidewalks along waterfront once weekly

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required

Public Relations:

- Put storage trailer at Market Square
- Supplied barricades for the Victim Services Barbeque on May 31st.

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Cleaned up along curb and sidewalk at the water repair done on the 400 block of Armit Avenue.

Interdepartmental:

- Prepared Sorting Gap Marina for summer operations
- Vacuum excavated for two utility pole installation for FFPC on May 22nd and May 23rd
- Supplied labour and equipment to remove a storm sewer lateral under the Airport runway
- Jeff Bragg provided coverage for vacation at the Airport May 27th to 31st.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:**Health & Safety:**

- Shawn Brady, Ben Whitburn and Garret Cain attended Health and Safety Orientation training on May 6th.
- Shawn Brady, Ben Whitburn and Garret Cain attended small engine training on May 7th.

Milt Strachan,
Superintendent of Transportation

July 19, 2019

Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario
P9A 3M5

Attention: Mr. Craig Miller
Environmental and Facilities Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
June 2019 Monthly Report**

As per the operating agreement, the attached document is the June 2019 monthly report for the Fort Frances Wastewater Treatment Facility.

The report highlights the influent and effluent quality and the process parameters. Additionally, the routine operation and maintenance activities conducted by the operators are summarized.

If you have any questions regarding this report do not hesitate to contact Mr. Jeff St. Pierre- Regional Hub Manager.

Yours truly,



Kelly Cunningham
Team Lead

For Jeff St. Pierre
Regional Hub Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
June 2019 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of June 2019; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

Capacity of Works	9000 m ³ /day (average flow)
Service Area	Town of Fort Frances and Couchiching Reserve
Service Population	9000
Effluent Receiver	Rainy River
Major Process	Secondary treatment facility complete with a phosphorus removal system; ultra violet disinfection; aerobic sludge stabilization and dewatering

The Fort Frances Sewage Treatment Plant operates under *Environmental Compliance Approval Number 6786-A44PWG*. The ECA outlines the terms and conditions, and the report captures these terms and conditions in the following sections.

LABORATORY

ALS Laboratory Group – Thunder Bay is contracted to conduct the required analytical tests of the influent (raw) and effluent samples; weekly requirement.

JUNE 2019 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.6 mg/L	25 mg/L	15 mg/L	20.3 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	4.3 mg/L	25 mg/L	15 mg/L	33.6 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.11 mg/L	1.0 mg/L	0.9 mg/L	0.88 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	9.73 mg/L 5.43 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		58 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 6.8 to 7.1; average pH was 6.9		
Temperature degrees C				Temperatures ranged from 9.0 to 12.5 C; average temperature of effluent was 10.9 C		

Compliance criteria are mandatory requirements of the ECA and performance objectives are a goal to be achieved using best reasonable efforts.

WASTEWATER LIQUID PROCESS

The average daily flow for June was 7766.7 m³/day. This represents 86% of the design average flow. Total treated flow for the month was 233001 m³.

The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objective levels as outlined in the Environmental Compliance Approval.

**The Town of Fort Frances accepted an additional 163.7 m³ of sewage from the New Gold mine site into the collection system. Lab analyses have not been provided.

MAINTENANCE

The operators performed the routine operations and maintenance at the treatment plant and pumping stations. The activities are highlighted as follows and a summary will be included:

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash on the Fournier press
- Drained and inspected teacup, hosed snail
- Changed oil blower 4
- Wiped DO probes
- Flushed digester level sensor
- Greased flocculator seal bearing
- Changed bulbs UV bank A and acid washed sleeves all 3 banks

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Pulled and cleaned pumps 1 and 2 at Central Avenue lift station
- Replaced level sensor head at Church Street lift station with spare

PROCESS AND OPTIMIZATION ISSUES

The new progressive cavity polymer pump and VFD have been installed and commissioned by Fournier. We are using the new pump and we are now ordering polymer in totes.

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 132.6 m³ (13 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 19.1 % TS for the month but slump test results from the landfill have not been provided. The new polymer pump is in use and we are ordering polymer in totes.

The Fournier press ran for 124.6 hours in June.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There were no bypass events during the report period.

COMMENTS

Plant power consumption for the month was 557 (x 180 multiplier) kWh.

The Fournier press has been operated for 767.2 hours in 2019.

On June 4th there was an extreme rainfall event which brought flows through the wastewater plant to a level that was above the 208 L/s rated capacity of the UV system. There was a 2.5 hour period where the flows were between 208-250 L/s but under our ECA this type of event will not be identified as a bypass. This wastewater stream received all usual treatment processes. Samples were sent out and e-coli results have been included in the geometric mean calculation for the month.

REPORTS

ALS – Environmental Analytical Reports (on-file at plant)

Fort Frances WPCP Equipment Run Time Report (on-file at plant)

Bypass Report (on-file at plant as per occurrence)

Incident Report (on-file at plant as per occurrence)

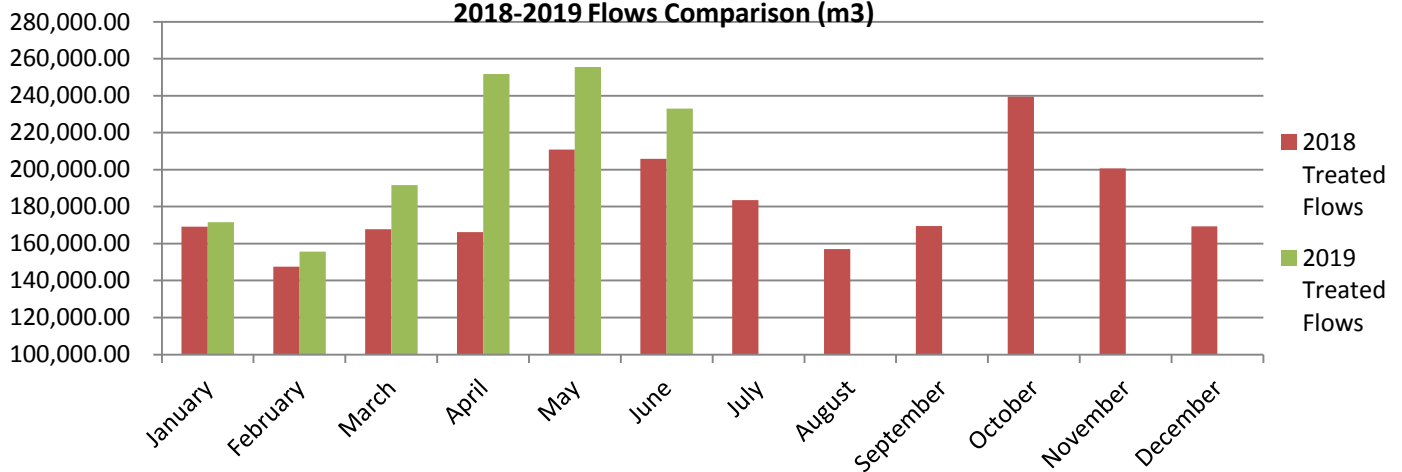
Month	Sewage Flows Year 2019					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.968718054	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.966019417	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.948224852	
January	5536.2	5933	171621		171621	62%	136.0	14		
February	5561.0	6023	155707		155707	62%	106.7	12		
March	6180.7	8247	191603		191603	69%	109.2	10		
April	8390.4	9966	251711		251711	93%	121.6	13		
May	8244.3	10890	255574		255574	92%	135.0	14		
June	7766.7	11807	233001		233001	86%	132.6	13		
July						0%				
August						0%				
September						0%				
October						0%				
November						0%				
December						0%				
Sum				0	1259217		741.1	76		
Average	6947		209870		209870	77%	123.5	12.7		
Max		11807	255574		255574			14		
ECA	9000	18000								

	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean
Month	BOD	CBOD	CBOD	S.S	S.S	S.S	T.P	T.P	T.P	TKN	Total N	Counts
	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	/100ml
January	110.2	2.1	11.5	160.1	3.9	21.4	2.52	0.12	0.69	20.9	8.8	11.5
February	103.8	2.1	11.7	152.9	3.3	18.2	3.61	0.12	0.67	19.3	9.9	16.8
March	84.0	2.5	15.0	142.8	5.5	36.0	2.30	0.12	0.82	18.2	11.1	16.8
April	67.6	3.4	29.4	117.6	6.0	50.1	1.72	0.12	1.02	12.9	9.9	34.4
May	61.5	2.6	20.8	120.7	5.0	41.8	1.60	0.11	0.91	12.6	9.5	40.5
June	62.0	2.6	20.3	129.9	4.3	33.6	1.77	0.11	0.88	12.6	9.7	58
July												
August												
September												
October												
November												
December												
Average	81.5	2.6	18.1	137.3	4.7	33.5	2.3	0.12	0.83	16.1	9.8	29.7
Max	110.2	3.4	29.4	160.1	6	50.1	3.6	0.12	1.02	20.9	11.1	58
ECA		25	225		25	225		1.0	9.0			200

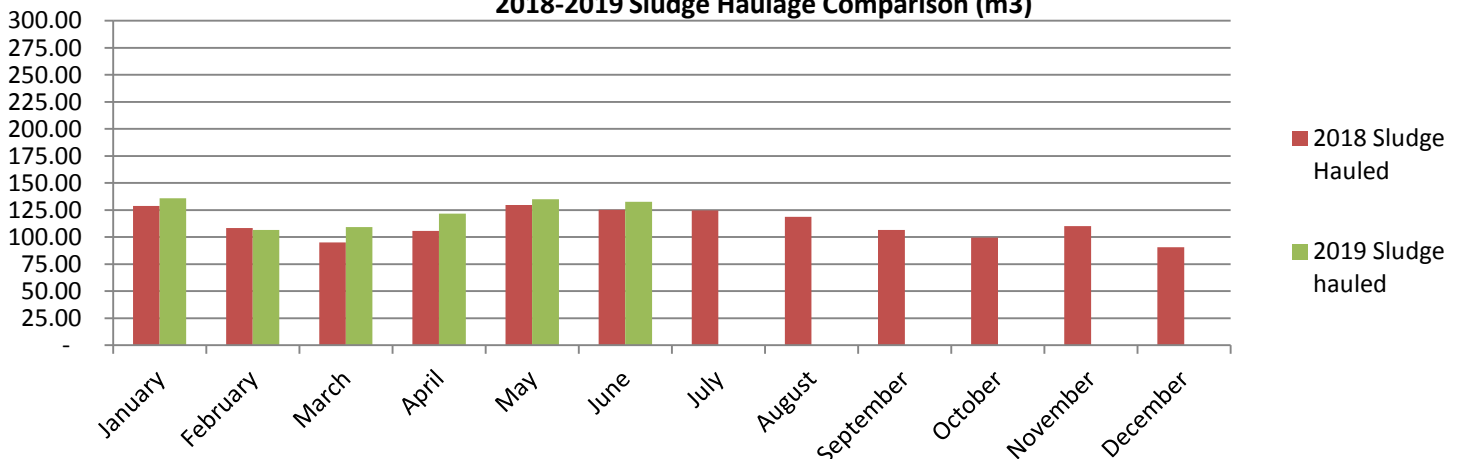
2018-2019 Comparison Chart

Month	2018 Treated Sewage	2019 Treated Sewage	% Variance 2018 to 2019	2018 Hauled Sludge	2019 Hauled Sludge	% Variance 2018 to 2019
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	169,201.00	171,621.00	1%	128.90	136.00	6%
February	147,497.00	155,707.00	5%	108.30	106.70	-1%
March	167,707.00	191,603.00	12%	95.00	109.20	15%
April	166,292.00	251,711.00	34%	105.70	121.60	15%
May	210,932.00	255,574.00	17%	129.70	135.00	4%
June	205,818.00	233,001.00	12%	125.30	132.60	6%
July	183,465.00		#DIV/0!	124.70		-100%
August	157,126.00		#DIV/0!	118.60		-100%
September	169,565.00		#DIV/0!	106.50		-100%
October	239,494.00		#DIV/0!	99.60		-100%
November	200,745.00		#DIV/0!	110.10		-100%
December	169,263.00		#DIV/0!	90.70		-100%
Totals	2,187,105.00		#DIV/0!	1,343.10	741.10	-45%

2018-2019 Flows Comparison (m3)



2018-2019 Sludge Haulage Comparison (m3)



Workorder Summary Report

Report Start Date: Jun 1, 2019 12:00 AM
Report End Date: Jun 30, 2019 11:59 PM
Location: 1103*
Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
1272620			1103, Fort Frances WPCP, Facility, Safety Equipment	PM	Health and Safety	1	YEARS	Fire extinguishers annual inspections (1y)	COMP	6/1/19 12:00 AM	6/17/19 07:06 AM	6/17/19 07:06 AM	Fire extinguishers annual inspections (1y) -SPI completed April 30th
1294423	0000227376	PANEL ALARM/DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	6/1/19 12:00 AM	6/24/19 11:00 AM	6/24/19 12:00 PM	Dialer Test -We test the dialer daily at 11.
1294427			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	1	MONTHS	Diesel Gensets Inspection/Functional Tests (1m) 1103	COMP	6/1/19 12:00 AM	6/24/19 09:45 AM	6/25/19 09:16 AM	Monthly Genset Maint. -I ran all gensets for 1 hour under load.
1294443			1103, Fort Frances WPCP	PM	Health and Safety	1	YEARS	Fire Protection System Inspection (1y) 1103	COMP	6/1/19 12:00 AM	6/3/19 08:12 AM	6/3/19 08:12 AM	Fire Protection System Inspection (1y) 1103 -SPI completed the fire extinguisher inspections April 30, 2019
1294446			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	6/1/19 12:00 AM	6/25/19 08:00 AM	6/25/19 09:00 AM	H&S Inspection -Garage floor is still a tripping hazard but the town is to repair.
1294457			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	6/1/19 12:00 AM	7/4/19 02:23 PM	7/4/19 02:23 PM	
1294806			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	6/1/19 12:00 AM	6/24/19 02:00 PM	6/24/19 03:00 PM	Blower Maint. -I greased all blowers and changed oil in blower #4.
1294816	0000246402	CENTRIFUGE GS2-2-1 TEACUP/GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/Service (1m/3m/1y) 1103	COMP	6/1/19 12:00 AM	6/25/19 07:00 AM	6/25/19 08:00 AM	Teacup Maint. -I checked the teacup for debris and found minimal debris then I hosed off the unit.
1294836			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	3	MONTHS	Clarifiers Inspection/Service (3m) 1103	COMP	6/1/19 12:00 AM	7/4/19 02:32 PM	7/4/19 02:32 PM	
1298869	0000227434	PUMP CENT VERTICAL NON CLOG SEWAGE P1 CENTRAL	1103, Central Ave Pumping Station, Process	CALL	Refurbish/Replace/Repair	0		Pulled P1 & P2 at Central ls 1103	COMP		6/4/19 07:46 PM	6/4/19 07:51 PM	Pulled P1 & P2 at Central LS -I was called in to assist Kelly to pull and clean P1 and P2 pumps at Central LS.

Workorder Summary Report

Report Start Date: Jun 1, 2019 12:00 AM

Report End Date: Jun 30, 2019 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
1300443	0000246422	METER LEVEL MULTIRANGER PLUS	1103, Church Pumping Station, Process	CALL	Refurbish/ Replace/Repair	0		Level sensor failure and high level alarm Church St station	COMP		6/18/19 04:30 AM	6/18/19 06:30 AM	Level sensor failure and high level alarm Church St station -I was called for a high level alarm at Church St lift station. When I arrived and checked on the situation, the Milltronics level meter was malfunctioning. I tried resetting the power to the PLC and the Milltronics unit but that did not help. I pulled the fuse on the level controller and let the station level be controlled via backup floats. When Dale is back at work Wednesday we will have to enter the wet well to troubleshoot the type of failure that has occurred.