

TOWN OF FORT FRANCES

AGENDA - September 23, 2019

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 22) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations:

2.1 Public Meeting to Consider Zoning & Official Plan Amendments respecting 2nd Units 3 - 14

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated September 11, 2019 from Cde. Ann Watson, President Branch 29, Royal Canadian Legion re: Proclaim Poppy Week 15
- will be advised of Council's proclamation.

3.3 Letter from M. Strachan & L. Patrick, Co-chairs of the 2020 Dudley Hewitt Cup Tournament Committee re: Support Request 16 - 17
- will be referred to the Administration & Finance Executive Committee for recommendation with input from the Community Services Executive Committee.

4. Approval of Council Minutes: *

4.1 Session 021 dated September 9, 2019*.

5. Approval of Committee of the Whole Minutes: *

5.1 Session No. 023 dated September 9, 2019*.

6. Resolutions from tonight's Committee meeting

7. By-Laws:

7.1 09/15-D being a by-law to authorize an extension to a license agreement with the Minister of Government and Consumer Services 18 - 22

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for purposes of leasing storage space at the airport garage.	
7.2 By-law 31~19 being a by-law to approve an agreement for engineering services with JML Engineering Ltd. awarded through a request for proposal process.	23 - 69
7.3 By-law 32~19 being a by-law to approve an agreement for engineering services with KGS Group awarded through a request for proposal process.	70 - 76
7.4 By-law 33~19 being a by-law to approve a service agreement with CIMCO Refrigeration for the Memorial Sports Centre.	77 - 90
8. <u>Information Correspondence:</u>	
8.1 Letter from MNRFB re: Slash Pile Burn Plan for the Crossroute Forest	91 - 92
9. <u>Minutes:</u>	
9.1 Administration and Finance Executive Committee dated September 3, 2019.	93 - 95
9.2 Operations and Facilities Executive Committee minutes August 7, 2019	96 - 98
9.3 Downtown BIA minutes August 21, 2019	99 - 101
10. <u>Non-agenda Items</u>	
11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	
13. <u>** Items can be viewed by contacting the Clerk</u>	



Town of Fort Frances

NOTICE OF PUBLIC MEETING

Zoning Amendment & Official Plan Amendment

TAKE NOTICE that Council will hold a Public Meeting on Monday September 23rd, 2019 for the purposes of providing information to the public on proposed amendments to the Official Plan and Zoning By-law relative to Second Units / Accessory Dwelling Units.

Amendments to the Official Plan and the Zoning By-law will permit a second residential unit to be located within an accessory building (i.e. garage) located on the same lot as the primary residential unit. Restrictions will be imposed respecting second unit maximum size. All other requirements related to second units outlined within the Official Plan and Zoning By-law will remain in place and effect (i.e. parking, sewer and water).

The Town of Fort Frances will hold a public meeting to provide interested parties the opportunity to make comments, identify issues, and provide additional information relative to the proposed amendments. Any person may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposal. The public meeting will be held:

Meeting Date: 23 September 2019

Meeting Time: 5:30 p.m. or as soon thereafter as can be accommodated

Meeting Place: Civic Centre, Council Chambers, 320 Portage Avenue, Fort Frances

Individuals making an oral submission at the Public Meeting are requested to submit a written outline to the Town Clerk.

If you wish to be notified of subsequent meetings or the adoption of the proposed Zoning By-law Amendment, or of the refusal of a request to amend the Zoning By-law, you must make a written request to the Clerk's Office, 320 Portage Avenue, Fort Frances, ON P9A 3P9.

Additional information relating to the proposal is available for inspection between 8:30 a.m. and 4:30 p.m. at the Clerk's Office at 807-274-5323 ex. 1215 or by email at lslomke@fortfrances.ca.

Appeals:

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of Fort Frances before the by-law is passed, the person or public body is not entitled to appeal the decision of the Town of Fort Frances Council to the Local Planning Appeal Tribunal (LPAT).

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of Fort Frances before the by-law is passed the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal (LPAT) unless, in the opinion of the Board, there are reasonable grounds to do so.

Date of Notice: 29 August 2019

Cody Vangel, Municipal Planner
Town of Fort Frances

Page 3 of 101 320 Portage Avenue
Fort Frances, ON P9A 3P9



Date: September 19th, 2019

Report To: Mayor & Council

From: Cody Vangel, CBO Trainee/Municipal Planner

Re: Second Unit –Zoning By-law Amendment

The Planning & Development Executive Committee (PDEC) received a letter from Mr. D. Dickson asking to construct a garage with a portion of said garage to be designated as a dwelling unit (second unit). Presently the Town of Fort Frances Official Plan and Zoning By-law permit second units, but not as part of an accessory building.

PDEC made recommendation that the matter be further researched, and that the Official Plan and Zoning By-law be amended to accommodate second units within a building accessory to the primary dwelling.

With this stated, the following amendments and information are provided for informational purposes only at this time:

- a. The proposed Zoning By-law amendments are attached in Schedule 1.
- b. MMAH second unit information

This report is intended as a draft to inform the public and council of intended direction, so public input can be considered when finalizing all details.

Respectfully submitted

Original Signed By

Cody Vangel, EIT
CBO Trainee/Municipal Planner

Council approval of this report will: allow the Planning and Development division to address public concerns prior to finalizing any and all amendments for second units.



Schedule 1

Proposed Zoning By-law Amendments

Note: Proposed amendments in red text and strikethrough text

DWELLING UNIT (INTERIOR), SECOND

A self-contained dwelling unit created by either an interior renovation within an existing dwelling, or as an exterior addition, provided that one entire face of the addition is attached to the principal dwelling, and shall not be considered a second dwelling on the lot for the purposes of this By-law.

DWELLING UNIT (DETACHED), SECOND

A self-contained dwelling unit located within an accessory building on the same lot as the principal dwelling and shall not be considered a second dwelling on the lot for the purposes of this By-law.

3.2 ACCESSORY BUILDINGS, STRUCTURES AND USES

Accessory buildings or structures, are permitted in any yard, in any zone, subject to the provisions of this By-law for the particular zone in which said building, structure, or use is located, provided the principle building, structure or use is already in existence on the lot, and provided that the accessory building, structure or use:

- a) shall not be used for human habitation, except where ~~an accessory residential use~~ **is a secondary unit is a** permitted use.
- b) accessory residential units above boat houses shall not be permitted;
- c) shall not be built closer to the front lot line than the minimum distance required by this by-law for the main building on the lot unless otherwise specified;
- d) shall not be located in the front yard or exterior side yard nor be built closer to the street than the main building is to that street except in an industrial zone where a gatehouse is permitted in the front yard;
- e) may be permitted in the front yard of a lot abutting a lake or river;
- f) shall not be built closer than 1.5 metres to any lot line;
- g) no detached accessory building or structure shall be located closer than 2.0 metres to a main building unless the accessory structure is a gazebo;
- h) shall not exceed 15 percent coverage of the total lot area;
- i) in a residential zone shall not exceed 5.0 metres in height, or contain more than one storey; ~~except that where a dwelling unit is a permitted accessory use it shall not exceed 6.0 metres in height, or contain more than two storeys. In all other zones the maximum height shall not exceed 6.5 metres;~~

- j) In a residential zone where a second dwelling unit is constructed above, the maximum height shall be a minimum of 2.0 metres below the peak of the principle dwelling, and not more than two storeys;
- k) In all other zones the maximum height shall not exceed 6.5 metres;
- l) shall not be considered as an accessory building or structure if attached to the main building in any way except for an accessory apartment dwelling that is permitted above or behind a commercial or industrial use;
- m) shall not be considered an accessory building or structure if located completely underground;
- n) where a commercial retail use is permitted as an accessory use in an industrial zone, it shall be located within the main building or within 2.0 metres of the main building and shall not exceed 10% of the total floor area of the main building to a maximum of 280 square metres; and
- o) No land may be used for the purpose of a swimming pool capable of containing in excess of 0.6 metres (2 ft.) of water unless the pool is enclosed by a fence, or by the wall of a building or structure, or by a combination of walls and fences, at least 1.5 metres (4.92 ft) in height and despite any other provisions to the contrary, an outdoor swimming pool and its associated mechanical equipment, shall be located, altered, erected or renovated in accordance with the following provisions:
 - a. An outdoor swimming pool shall be set back a minimum of 1.5 m (5 ft) from any lot line;
 - b. No outdoor swimming pool accessory to a permitted residential use shall be located in any part of a front or exterior side yard; and
 - c. Any filter, pumps, or similar operating machines are a minimum distance of 0.6 metres from any lot line and a minimum distance of 3.0 meters from any main building.
- p) A storage container shall not be used as an accessory building or structure except as may otherwise be permitted under this By-Law. Within the Industrial zone, storage containers may be permitted as an accessory use to the principal or main use but shall be used exclusively for the storage of goods and materials and shall not be used to accommodate work areas, shops, office uses, retail sales or human habitation.

3.29 SECOND UNITS

3.29.1 General

A second dwelling unit may be permitted, in addition to the principal dwelling unit of a single detached, semi-detached, and row house dwelling or within a building accessory to these subject to the following:

- ~~a) the dwelling unit is located within the principal dwelling;~~
- a) Only one secondary dwelling unit will be permitted per lot;
- b) one additional parking space is provided for the exclusive use of the secondary dwelling unit;
- c) the external appearance of the front façade of the dwelling is not altered;
- d) the requirements of the Building Code and Fire Code are met;
- ~~e) the unit does not exceed 40% of the gross floor area of the principal dwelling unit;~~
- f) A lot will not have both a secondary dwelling unit and a garden suite;

- g) No secondary dwelling unit will be considered a stand-alone structure capable of being severed;
- h) All secondary dwelling units shall be registered with the Planning and Development Division; and
- i) All secondary dwellings shall be adequately serviced by municipal water and municipal sewer from the principal dwelling where it is determined that these services are suitable to meet the demand of the second unit as determined by the Operations and Facilities Division.

3.29.2 SECOND DWELLING UNIT (INTERIOR)

In addition to the specifications outlined in 3.29.1, interior secondary dwelling units shall comply with the following:

- a) Interior second dwelling units shall not exceed 40% of the gross floor area of the principle dwelling unit.

3.29.3 SECOND DWELLING UNIT (DETACHED)

In addition to the specifications outlined in 3.29.1, detached secondary dwelling units shall comply with the following:

- a) Detached second dwelling units may be permitted at grade or above grade but not both; and
- b) Shall not be permitted for home occupation or home industry use.

SECOND UNITS

Info Sheet - Spring 2017

Purpose

This document is to assist municipalities and the general public to better understand what second units are, why they are important, and the legislative authority behind second units. It provides some examples of specific second unit policy and zoning best practice approaches currently in use in official plans or zoning by-laws by Ontario municipalities.

What are second units?

Second units are self-contained residential units with a private kitchen, bathroom facilities and sleeping areas within dwellings or within structures ancillary to a dwelling (e.g., above laneway garages).

Second units are also referred to as secondary suites, basement apartments, accessory apartments, granny flats, in-law apartments, or nanny suites.

<http://www.mah.gov.on.ca/Page9575.aspx>



Neighbourhood visualization of second units.

What are the benefits of second units?

Second units increase the supply and range of affordable rental accommodation. In addition, they benefit the wider community in many ways as they:

- Allow homeowners to earn additional income to help meet the cost of homeownership
- Support changing demographics by providing more housing options for extended families or elderly parents, or for a live-in caregiver
- Help create mixed-income communities, which support local businesses and local labour markets
- Make more efficient use of existing infrastructure, including public transit where it exists or is planned
- Make more efficient use of the existing housing stock
- Create jobs in the construction/renovation industry
- Assist municipalities in meeting their goals regarding affordable housing, intensification and density targets, and climate change mitigation and greenhouse gas emissions reduction.

Where are Second Units Located?

The majority of second units are created through internal alterations, although some are built as additions to the main house or in/above ancillary structures like garages. The size, type (e.g., internal, addition, ancillary structure) and location of the second unit will depend on the size and design of the house as well as its location on and the size of the lot.

Regardless of where they are located second units must comply with health, safety and municipal property standards, including but not limited to, the Ontario Building Code, the Fire Code and municipal property standards by-laws.

Background

The *Strong Communities through Affordable Housing Act, 2011*, amended the *Planning Act* to require that municipalities authorize second units in their official plans and zoning by-laws. The changes took effect on January 1, 2012.

Ontario's updated Long-Term Affordable Housing Strategy, 2016 continues this effort, with a focus on reducing the cost of constructing second units by:

- proposing changes to the Building Code to reduce the cost of construction of a new dwelling with a second unit, while maintaining occupant health and safety
- amending the *Development Charges Act, 1997* that, when in effect, would exempt second units in new dwellings from development charges in the same manner as second units in existing dwellings are exempted, as specified in a regulation.

Legislative Framework

Planning Act

Section 16(3) of the *Planning Act* requires municipal official plans to authorize second units:

- in detached, semi-detached and row houses if an ancillary building or structure does not contain a second unit; and
- in a building or structure ancillary to these housing types provided that the primary dwelling does not contain a second unit.

Section 35.1 requires that each local municipality ensure that its zoning by-law gives effect to the policies described in Section 16.3.

No appeals to the Ontario Municipal Board

The *Planning Act* restricts appeals of second unit official plan policies and zoning by-law provisions to the Ontario Municipal Board except by the Minister.

Provincial Policy Statement, 2014 (PPS)

The Provincial Policy Statement, 2014 (PPS) directs and promotes the development of healthy and complete communities. The goal is to create strong, livable, healthy and resilient communities through efficient land use (s.1.1.1).

Section 1.4.3 of the PPS directs municipalities to permit all forms of housing to provide an appropriate range and mix of housing types and densities – including affordable housing. Further, municipalities should permit and facilitate all forms of residential intensification and redevelopment, including second units.

Provincial plans

Some provincial plans contain specific policy which directly or indirectly relates to second units in the geographic areas they apply to (eg. the Oak Ridges Moraine Conservation Plan and Niagara Escarpment Plan). Municipalities need to consider and reflect any such policies in developing their official plans and zoning by-laws.

SECOND UNITS | Info Sheet - Spring 2017

Official Plans

Municipal official plans outline a community's vision and priorities. They contain policies to guide development in order to achieve land use goals. Official plans must reflect any legislative requirements, be consistent with the PPS and conform to any applicable provincial plans.

Zoning By-laws

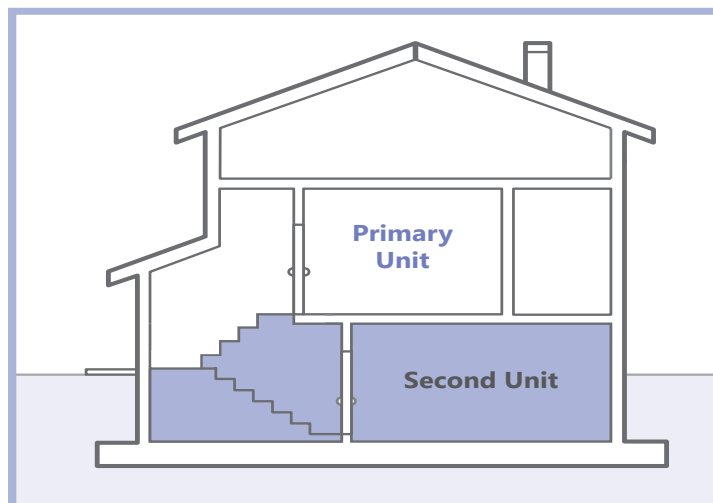
A zoning by-law sets standards for development and must conform to a municipality's official plan. Zoning by-laws must be updated within three years of a new or amended official plan and must also reflect any requirements of the *Planning Act*, be consistent with the PPS and conform to any applicable provincial plan.

Best Practices

The *Planning Act* provides a broad legislative foundation for permitting second units by requiring that they be authorized in single-detached, semi-detached and row dwellings, and in ancillary structures. In practice though, there are circumstances where second units are not appropriate based on good land use planning principles, including health and safety and environmental considerations. So while official plan policies should be permissive and zoning by-laws should generally allow second units to be established "as of right", there may be situations where second units should not be allowed and/or require some specific assessment prior to their establishment. The following are some examples of best practices in official plan policies and zoning by-laws, including specifics which relate to a number of these circumstances.

"As of right"

For the purposes of this document, "as of right" is a phrase used to refer to the ability to apply for a building permit without having to make a development application (e.g., an official plan or zoning bylaw amendment, a minor variance or a site plan). Similarly, homeowners generally should not need to produce any type of study to demonstrate that they conform to any policy or zoning provisions.



Second unit - Contained within primary dwelling.

Housing types and ancillary building structures

The *Planning Act* provides that official plan policies and implementing zoning by-laws should permit second units in detached, semi-detached and row houses if an ancillary building or structure does not contain a second unit; and, in a building or structure ancillary to these housing types provided that the primary dwelling does not contain a second unit.

In municipalities with limited housing types (e.g. only single detached dwellings), second units would only need to be authorized for that housing type.

Township of Wainfleet Official Plan, August 14, 2014

3.3.1.4 Secondary suites

Secondary suites shall be permitted in all Residential Area designations, and shall be subject to the following criteria and the regulations of the Zoning By-law:

- Only one *secondary suite* per single detached, semi-detached, or townhouse dwelling is permitted;
- The secondary suite may be contained within the primary residential dwelling or in a building or structure accessory to the residential dwelling, but not in both;

Official plan designations

Municipalities should allow second units in designations or zones that permit detached, semi-detached, or row dwellings.

There may be circumstances where second units may not be appropriate given other planning considerations and policies, particularly relating to health and safety or the natural environment. For example:

- areas that are prone to flooding
- waterfront areas/developments on private roads that are not maintained and where emergency access may be limited
- areas adjacent to lakes with limited lake capacity
- areas of recreational dwellings where there may be a lack of year round roads and/or which lack other daily needs and services residents may require.

Tay Valley Township Official Plan, 2016

3.6.4(1)

...an accessory apartment (secondary suite) is permitted in residential areas within a four-season single detached, semi-detached, or row-house dwelling unit, or attached to a detached garage, located on a road maintained year-round and accessible by Emergency Services, subject to considerations of carrying capacity of lakes and hydrological capacity....

Second Units in existing dwellings and new dwellings

Second units should be allowed in both newly built and existing dwellings. Designing new houses to accommodate a second unit at the outset can be more efficient than retrofitting an existing home to have a second unit. Recent changes to the *Development Charges Act, 1997* and a potential regulation to exempt second units in new homes from development charges (once in effect), and proposed changes to the Building Code, if approved, are expected to reduce the cost of constructing second units in new dwellings. A proposed regulation under the *Planning Act*, if made, would permit second units without regard to the date of construction of the primary building.

Town of Smiths Falls Official Plan, October 2014

LU-2.14 Second Residential Units

The Town will permit the addition of one self-contained residential dwelling unit (i.e. second unit), within single-detached and semi-detached and row house dwellings in both existing and newly developing residential neighborhoods.

Parking

The maximum parking required per second unit should be one space. In some jurisdictions where transit is available, some municipalities have eliminated parking requirements for second units. Tandem parking (a parking space that is only accessed by passing through another parking space) should also be permitted. A proposed regulation under the *Planning Act* would, if made, restrict the maximum parking requirement for a second unit to one space while also requiring that tandem parking be allowed.

City of Ottawa Zoning By-law 2012-147 (June 10, 2015)

Secondary Dwelling Units
Sec. 133 (14)

Where a secondary dwelling unit is located on a lot subject to Section 139 - Low Rise Residential Development in Mature Neighbourhoods, no parking is required for the secondary dwelling unit.

Mississauga Zoning By-law 0158-2013 (July 2013)

4.1.20.10

Tandem parking spaces to accommodate a **second unit** shall be permitted.

City of Toronto Zoning By-law 569-2013

800.50 Defined Terms

(850) Tandem Parking Space means a **parking space** that is only accessed by passing through another **parking space** from a **street, lane, drive aisle** or **driveway**.

Servicing

In areas with municipal services, second units should be permitted without a requirement to demonstrate sewer or water capacity, unless there are previously documented servicing constraints.

For second units in dwellings serviced by septic systems and private wells, there should be a demonstration of capacity to the satisfaction of the municipality. This is because Building Code permits for septic systems are, in part, based on the number of bedrooms and plumbing fixtures, because septs may be old and/or in order to ensure there is sufficient potable water from the private well.

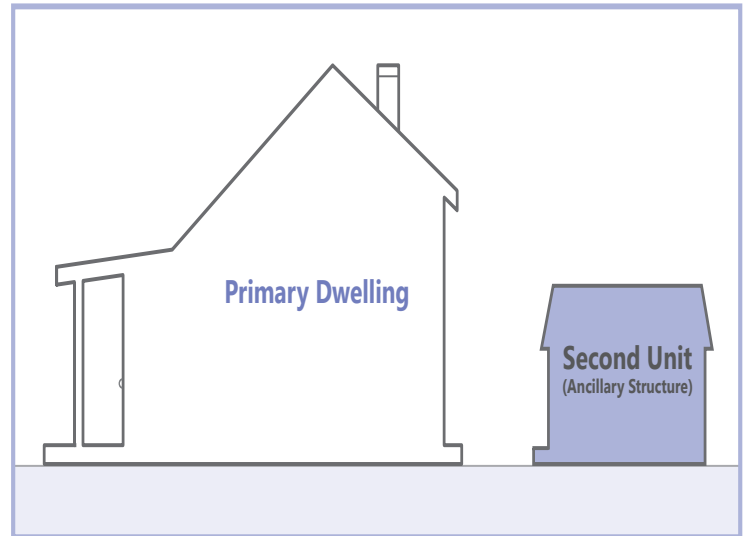
Howick Township OP, 2016

5. Settlement Areas

D. Policies and Actions

10.1 ... Second residential units are permitted in settlement areas and rural areas of the Township provided that:

f) It must be demonstrated that on-site servicing (e.g. water, sewage) have sufficient capacity for the additional dwelling unit.

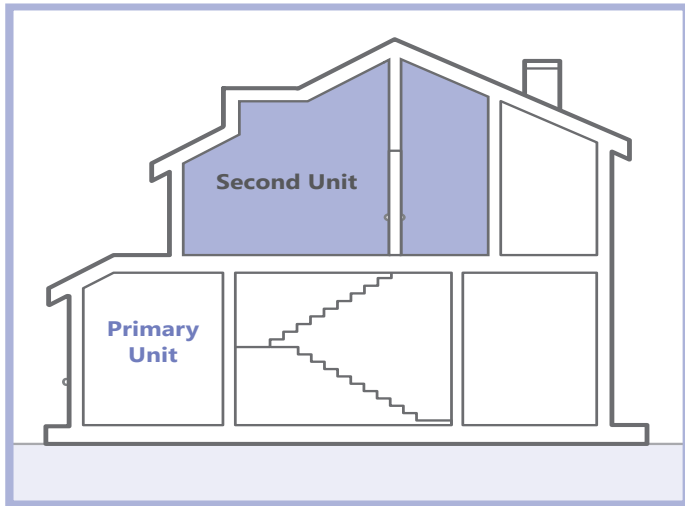


Second unit - Ancillary structure located on property.

Unit Size

The size of second units and the number of bedrooms should solely be regulated by the Building Code. The Building Code establishes health and safety standards for second units. As such, municipal by-laws should not seek to impose size or other standards that are regulated by the Building Code.

The *Development Charges Act, 1997* (via Ontario Regulation 82/98) states that, in order for second units in existing homes to be exempt from development charges, they must be less than or equal to the size of the primary dwelling. This is the only potential size standard a municipality should contemplate including in a by-law.



Second unit - Contained within primary dwelling
(Above ground-level unit).

Egress

Requirements for entrances or means of egress for second units are set by the Ontario Building Code and Ontario Fire Code (which need to be referred to for specific standards). In general, second units can share a joint entrance with the primary unit, subject to having a fire separation with appropriate fire resistance rating, and at least two means of egress (exit) that may include windows of an appropriate size. Therefore, there is a need to ensure that by-laws do not contain any standards/provisions that differ from those in the Codes.

Streetscape and Architectural Design

Given most second units are internal to a primary dwelling, second units should have limited impact on streetscape and architectural design. In the case of an addition to a primary dwelling, there may be valid design considerations, particularly in heritage areas. If municipalities establish design standards in relation to streetscape or architectural design, they should be clearly set out in the zoning by-law so a second unit can be planned in accordance with the by-law and a homeowner can proceed directly to obtain a building permit.

Owner occupancy

The *Planning Act* does not allow zoning to have the effect of distinguishing on the basis of relationship. Zoning by-laws should permit occupancy of the primary or second unit regardless of whether or not the owner of the home is a resident of either unit. A proposed regulation under the *Planning Act*, if made, would establish a provision which precludes establishing occupancy requirements for either the primary or second unit.

Tracking and monitoring

A municipality should have a means for tracking and monitoring second units. A registry, in some form, could help the municipality be aware of where second units existed. This could assist in establishing inspection processes to help ensure public safety. It could also provide emergency services with the knowledge that there are two units in the home.

A registry could be established through a mandatory enrollment by the applicant when constructing a second unit or by having the municipal building official inform the appropriate office that a building permit has been issued for a second unit on a property. Ideally, there would be no or only modest fees for registration in order to encourage the creation and registration of second units.

City of Brantford OP

13.1.8

The City shall permit the creation of a self-contained second unit dwelling on lands designated to permit single detached dwellings, semi-detached dwellings, street townhouse dwellings, or accessory structures in accordance with the applicable zoning bylaw regulations and the following provisions: OPA #125 Dec. 3/08 OPA #180 Dec. 17/12

6. Second unit dwellings shall be registered with the Building Department.

Additional Sources

Landlord Self Help Centre website
<http://www.landlordselfhelp.com/intro.htm>

Canada Mortgage and Housing Corporation –
Second Unit Policies –
<https://www.cmhc-schl.gc.ca/en/inpr/afhoce/afhoce/afhostcast/afhoid/pore/pesesu/index.cfm>

For More Information, Contact:

Ministry of Municipal Affairs, Provincial Planning
Policy Branch, (416) 585-6014

Municipal Services Offices:

Central (Toronto), 416-585-6226,
Toll Free: 1-800-668-0230

West (London), (519) 873-4020,
Toll Free: 1-800-265-4736

East (Kingston), (613) 545-2100,
Toll Free: 1-800-267-9438

Northeast (Sudbury), (705) 564-0120,
Toll Free: 1-800-461-1193

Northwest (Thunder Bay), (807) 475-1651,
Toll Free: 1-800-465-5027

Note to User

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Ministry of Municipal Affairs

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FORT FRANCES BRANCH 29, MANITOBA AND NORTHWESTERN
ONTARIO COMMAND
The Royal Canadian Legion
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Fort Frances, ON P9A 1C8

Office Phone 807-274-0129 Lounge Phone 807-274-5462
Kitchen Phone 807-274-3772 Fax # 807-274-6740
e-mail: rcl29mbnwo@gmail.com

Comrade Ann Watson
PRESIDENT

Veronica Davis
OFFICE MANAGER



September 11, 2019

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

ATTN: Lisa Slomke

Dear Ms. Slomke:

Re: Proclamation Request

I am writing on behalf of the Fort Frances Royal Canadian Legion in regard to Poppy Week. As November 11th approaches, we at the Legion begin our preparation of poppy sales and Cenotaph activities.

In honor of our Veterans, October 25 to November 11th, has been designated for the Poppy Campaign and we are hoping the Town will make a proclamation in the paper, and that the Mayor will be available to have the first Poppy pinned on for a picture for the paper.

We are also asking permission from the Town to sell poppies on the corners of Scott Street.

Please contact me at the above number or by e-mail if you have any questions. Thank you in advance for your consideration.

Sincerely,
Ann Watson

Cde. Ann Watson
President Branch 29



2020 Dudley-Hewitt Cup Tournament Committee 'Reach Out' to Mayor & Members of Council

Preamble

The 2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship will be held in Fort Frances, Ontario, on April 28 to May 2, 2020, at the Ice for Kids Arena. The Fort Frances Lakers and the Dudley-Hewitt Cup Central Canadian Jr. A Championship Committee are proud to host Dudley-Hewitt Cup Central Canadian Jr. A Championship. It's a '**Golden Opportunity**' to showcase Fort Frances and its neighboring communities as 'Jewels of the North', more than capable of staging a significant event like the Dudley Hewitt Cup.

Not only is the Dudley Hewitt Cup a significant event and a sporting spectacle, it is an excellent opportunity for the Town of Fort Frances, and its neighboring communities to showcase the fabric of our communities and the vibrancy of its citizens. Visitors such as hockey dignitaries, scouts and parents will be coming to our northwestern community to watch hockey, but they will also explore and see what we are all about. Like a famous NHL sports icon, Bobby Hull, once said during one of the OFSSA Tournaments held in Fort Frances, in reference to Fort Frances, "Boy, Fort Frances, sure is a well-kept secret!" Our communities will shine once again during the 2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship.

This is the third time the Dudley Hewitt Cup has come to our community. In 2002 the Couchiching First Nation Borderland Thunder hosted the Dudley-Hewitt Cup Central Canadian Jr. A Championship in Fort Frances, and in 2015 the Fort Frances Lakers staged a STELLAR Dudley-Hewitt Cup Central Canadian Jr. A Championship and lost in the final game by 1 goal to the Soo Thunderbirds.

Make no mistake about it, the Fort Frances Lakers will be competitive in the 2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship.

What is the Dudley-Hewitt Cup

The **Dudley-Hewitt Cup** is a championship hockey trophy, won by tournament, conducted by the Canadian Junior A Hockey League. It is named after George Dudley and W. A. Hewitt, two pioneers of amateur hockey in Ontario. The tournament is comprised of the winners of the Superior International Junior Hockey League (SIJHL), the Northern Ontario Junior Hockey League (NOJHL) and the Ontario Junior Hockey League (OJHL), together with the host team, the Fort Frances Lakers. The winner will move on to compete in the 2020 National Junior A Championship, the Royal Bank Cup.

The hockey games will showcase GREAT skills in the 'spirit' of competition within the rules of the Dudley Hewitt Cup.

2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship Committee

The logistics to plan an event of this magnitude can be overwhelming, but with committed volunteers and supportive communities, it is very manageable. It goes without saying that anytime a significant event is being staged, volunteers are needed, and the 2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship Committee is no exception. It is comprised of volunteers operating under the premise '**excellence of execution**'. New volunteers are ALWAYS welcomed!

Correspondence to 'Mayor and Members of Council'

The Dudley-Hewitt Cup Central Canadian Jr. A Championship Co-Chairs, Milt Strachan, and Larry Patrick, are extending a one-time, all-inclusive request to Mayor and Council for all anticipated revenue sources of support and concessions that the Fort Frances Council and Mayor can provide. As well, we are asking Mayor and Council to pass a MOTION declaring the 2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship as a significant event.

Revenue Sources of Support

1. Waive any fees for ice time during the 2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship. April 28 to May 2
2. Waive any fees for use of rooms, including the auditorium, during the 2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship. April 28 to May 2
3. Partner with the Chamber of Commerce to decide on an equitable, economic relationship with the Chamber of Commerce on the management of Kiosks located in the Ice for Kids lobby. April 28 to May 2
4. Use of 52 Canadians rink surface to serve meals to 2020 Dudley-Hewitt Cup Teams
5. Mayor's attendance at Opening Ceremonies
6. Provide Town memorabilia for team grab bags.

Sincerely,

Co-Chairs, Milt Strachan and Larry Patrick

2020 Dudley-Hewitt Cup Central Canadian Jr. A Championship Committee



TOWN OF FORT FRANCES

BY-LAW NO. 09/15 - D

(Being a by-law to authorize an extension to a license agreement with the Minister of Government and Consumer Services for purposes of leasing storage space at the airport garage)

WHEREAS on September 23, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities recommended by the Operations and Facilities Executive Committee to approve an extension to the license agreement with the Minister of Government and Consumer Services (Provincial Government – MNRF) for the Rental of One Bay in the Airport Maintenance Garage.

NOW THEREFORE the Council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

- 1. That the license agreement with the Minister of Government and Consumer Services, in the form of Schedule “A” attached to this by-law be approved for the Clerk to sign and affix the Corporate Seal thereto.

This By-Law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 23rd day of September 2019.

J. Caul, Mayor

E. Slomke, Clerk

FIFTH LICENSE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in duplicate as of November 1, 2019.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “**Licensor**”)

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

(the “**Licensee**”)

WHEREAS:

- A. By a license agreement dated February 15, 2015, (the “Original License”), the Licensor did license unto Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure (“MEDEI”) for a term of three (3) months commencing on February 15, 2015 and ending on May 14, 2015 (the “Original Term”), the premises more particularly described as eight hundred (800) square feet as set out in Schedule “C” attached thereto (the “Licensed Premises”), in the building municipally known as 1300 Frog Creek Road (the “Building”), in the unorganized township of Miscampbell, also in the Town of Fort Frances, in the Province of Ontario (the “Lands”), as more particularly described in Schedule “A” attached thereto, in addition to other terms and conditions as set out therein.
- B. By a license extension and amending agreement dated November 1, 2015 (the “First License Extension and Amending Agreement”), the Licensor and the MEDEI agreed to extend the Original Term in accordance with the terms of the Original License, with an extension term commencing on January 1, 2016 and expiring on March 31, 2016 (the “First Extension Term”), in addition to other terms and conditions as set out therein.
- C. Pursuant to the terms of the First License Extension and Amending Agreement, the MEDEI was entitled to extend the First Extension Term for three (3) additional terms of five (5) months each.
- D. The MEDEI exercised its right to extend the First Extension Term by a second license extension and amending agreement dated November 1, 2016 (the “Second License Extension and Amending Agreement”) with an extension term commencing on November 1, 2016 and expiring on March 31, 2017 (the “Second Extension Term”), in addition to other terms and conditions as set out therein.
- E. Pursuant to the terms of the Second License Extension and Amending Agreement, the MEDEI was entitled to extend the Second Extension Term for one (1) additional term of five (5) months.
- F. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the MOI.
- G. The MOI exercised its right to extend the Second Extension Term by a third license extension and amending agreement dated November 1, 2017 (the “Third License Extension and Amending Agreement”) with an extension term commencing on November 1, 2017 and expiring on March 31, 2018 (the “Third Extension Term”), in addition to other terms and conditions as set out therein.
- H. Pursuant to the terms of the Third License Extension and Amending Agreement, the MEDEI was entitled to extend the Third Extension Term for two (2) additional terms of five (5) months each.

- 2 -

- I. The MOI exercised its right to extend the Third Extension Term by a fourth license extension and amending agreement dated November 1, 2018 (the “Fourth License Extension and Amending Agreement”) with an extension term commencing on November 1, 2018 and expiring on March 31, 2019 (the “Fourth Extension Term”), in addition to other terms and conditions as set out therein.
- J. Pursuant to the terms of the Fourth License Extension and Amending Agreement, the MOI was entitled to extend the Fourth Extension Term for three (3) additional terms of five (5) months each, and the parties agreed that the three (3) additional options to extend the Fourth Extension Term would supersede any remaining options to extend contained in the First License Extension and Amending Agreement, the Second License Extension and Amending Agreement and the Third License Extension and Amending Agreement.
- K. By Order in Council No. 1152/2018, approved and ordered October 22, 2018, certain responsibilities in respect of government property under the Ministry of Infrastructure Act, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MOI to the Minister of Government and Consumer Services.
- L. By a letter dated January 30, 2019, the Licensee exercised its right to extend the Fourth Extension Term in accordance with the terms of the Fourth License Extension and Amending Agreement, with an extension term commencing on November 1, 2019 and expiring on March 31, 2020 (the “Fifth Extension Term”).
- M. The Original License, the First License Extension and Amending Agreement, the Second License Extension and Amending Agreement, the Third License Extension and Amending Agreement, the Fourth License Extension and Amending Agreement and this fifth license extension and amending agreement (the “Fifth License Extension and Amending Agreement”) are hereinafter collectively referred to as the “License”, except as specifically set out herein.
- N. The parties have agreed to extend and amend the License on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 2. The License is hereby extended for a further term of five (5) months commencing on November 1, 2019 and ending on March 31, 2020 (the “Fifth Extension Term”), at an annual license fee of Six Thousand, Eight Hundred and Eighty-Nine Dollars and Sixty Cents (\$6,889.60) (the “License Fee”), payable in advance in equal monthly instalments of One Thousand, Three Hundred and Seventy-Seven Dollars and Ninety-Two Cents (\$1,377.92) on the first day of each month during the Fifth Extension Term.

The annual License Fee is based on three (3) days of use per week at a rate of One Hundred and Seven Dollars and Sixty-Five Cents (\$107.65) per day. Any additional days of use will be paid for by the Licensee at the above-mentioned daily rate upon receipt of an invoice from the Licensor for such additional use, such invoice to be issued once a year at the end of the calendar year in which such charges were incurred.

Any additional days are to be invoiced to the following:

Ministry of Natural Resources and Forestry
300 Water Street, 3rd Floor N
Peterborough, Ontario K9J 8M5
Attention: Facilities Manager

- 3. The Licensee shall continue to have the right to terminate this License at any time, by giving the Licensor not less than fourteen (14) days’ prior written notice of termination without penalty, compensation, damages or bonus.

In the event the Licensee exercises such right of termination, the Licensor shall promptly refund the Licensee any prepaid License Fee with respect to the period following the effective date of the early termination, calculated on a pro rata basis based on the remaining number of days in the current license period.

4. The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the License, as amended, renewed and extended from time to time, save and except:

- (a) The Licensee shall be entitled to extend the License for one (1) further term of five (5) months (the "Sixth Extension Term"). The Sixth Extension Term shall be upon the same terms and conditions of the License except that there shall be no further right of extension and except for the License Fee, which shall for the Sixth Extension Term be based upon the market license rate as determined by the parties as of the date which is not less than sixty (60) days prior to the commencement of the Sixth Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act*, 1991, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this License not less than sixty (60) days prior to the end of the Fifth Extension Term.

The Licensor and Licensee acknowledge and agree that the extension right granted in subsection 4(a) of this Fifth License Extension and Amending Agreement shall be granted in addition to the two (2) remaining extension rights contained in the Fourth License Extension and Amending Agreement and the two (2) remaining extension rights shall continue to survive and remain in full force and effect, for a total of three (3) extension rights.

- (b) A new section, 7.26, Counterparts, shall be added as follows:

**"Section 7.26
Counterparts**

This License may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument."

5. GENERAL

- (a) The Licensor and the Licensee hereby mutually covenant and agree that during the Fifth Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License.
- (b) Except as otherwise specifically provided in this Fifth License Extension and Amending Agreement, all words and expressions used in the Original License, as amended and extended, shall apply to and be read as applicable to the provisions of this Fifth License Extension and Amending Agreement.
- (c) The provisions of this Fifth License Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.
- (d) The Licensor acknowledges and agrees that the commercial and financial information in this Fifth License Extension and Amending Agreement is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Fifth License Extension and Amending Agreement or of any information or documents.
- (e) This Fifth License Extension and Amending Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

6. This Fifth License Extension and Amending Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

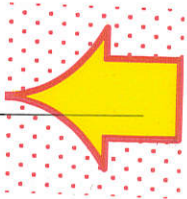
EXECUTED by each of the parties hereto under seal on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this ____ day of _____ 

**THE CORPORATION OF THE TOWN
OF FORT FRANCES**

Per: _____
Name: _____
Title: _____



Authorized Signing Officer

Dated this ____ day of _____, 20 ____.

**HER MAJESTY THE QUEEN IN
RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER
OF GOVERNMENT AND CONSUMER
SERVICES, AS REPRESENTED BY
ONTARIO INFRASTRUCTURE AND
LANDS CORPORATION**

Per: _____
Name: _____
Title: _____

Authorized Signing Officer



TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to approve an agreement for engineering services with JML Engineering Ltd. awarded through a request for proposal process)

WHEREAS on August 9, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the Request for Proposal for a roofing design firm for the completion of the design activities for the replacement of 3 sections of roof at the Memorial Sports Centre (720 Scott Street) to JML Engineering Ltd. (RFP No. 19-OF-08);

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That pursuant to the award of the tender under 19-OF-08, the following agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 23rd day of September 2019.

J. Caul, Mayor

E. Slomke, Clerk

Initial Project No. JML2019066

AGREEMENT FOR ENGINEERING SERVICES - SHORT FORM

THIS AGREEMENT made and entered into this 6th day of September, 2019

Between: The Corporation of the Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 3P9

(hereinafter called "CLIENT")

And: JML Engineering Ltd.
105 Villa Street, 2nd Floor
Thunder Bay, ON P7A 7W5

(hereinafter called "OWNER")

Witnesseth that the parties here to agree, each with the other, as follows:

1. **PROJECT**
This Agreement pertains to Roofing Replacement Memorial Sports Centre, hereinafter called "the Project".
2. **SCOPE OF SERVICES**
The services to be performed by JML for the Project are set forth in Appendix 1, attached hereto and made a part of this Agreement and are hereinafter referred to as "the Services".
3. **COMPENSATION**
The compensation to be paid to JML is set forth in Appendix 2, attached hereto and made a part of this Agreement. CLIENT's obligation to pay such compensation shall be subject to the right of CLIENT to deduct, withhold or set-off from such compensation all or any portion of any amount payable or owing by JML to CLIENT pursuant to this Agreement or any other agreement for services between CLIENT and JML.
4. **TERM**
JML will commence the Services promptly and will proceed with due diligence until completion of the Services for the Project.
5. **TERMINATION**
This Agreement may be terminated by CLIENT upon 30 days' notice in writing to JML. Upon termination, CLIENT shall pay to JML, for all of the Services performed up to the date of termination, all amounts, expenses, and other charges payable as set forth in Appendix 2, Compensation, together with the cost of all obligations incurred by JML for the carrying out of the terms of this Agreement which may continue after termination. In the case where the Services are being performed on a lump sum basis and the payments to JML, up to the date of termination, do not adequately reflect the proportionate share of the lump sum earned to the date of termination, JML compensation shall be based on the proportion of the lump sum earned to the date of termination by comparing the time worked up to the date of termination with the estimated duration for the performance of the entire Services.
6. **INSURANCE AND LIMIT OF LIABILITY**
JML will provide the insurance coverages specified in this clause naming the CLIENT as additional insured.
(a) Comprehensive General Liability and Automobile Insurance.
The Insurance Coverage shall be \$5,000,000.00 for general liability and \$5,000,000.00 for automobile insurance. When requested JML shall provide the CLIENT with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.
(b) Professional Insurance
The Insurance Coverage shall be in the amount of \$2,000,000.00. When requested JML shall provide the CLIENT with proof of Professional Liability Insurance carried by JML and in accordance with APEO Act, 1984 and Regulations therein.
7. **INSURANCE**
CLIENT agrees to waive its rights of recovery against JML in regard to any loss of use, earnings or business interruption type of insurance CLIENT may have for or in connection with the Project and also in regard to losses at the site of construction due to fire or causes covered by any direct damage type of insurance carried by CLIENT.
8. **DISPUTE RESOLUTION/ GOVERNING LAW**
If a dispute arises out of or in connection with this Agreement or the breach thereof, and the dispute cannot first be settled within 15 working days by negotiation between the parties, the parties agree that the dispute shall be finally resolved by binding arbitration under the Arbitration Act of Ontario. There will be one arbitrator. The governing law shall be the law of the Province of Ontario, Canada. The place of arbitration shall be Toronto, Ontario, Canada. In no event shall the demand for any negotiated settlement, or arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the limitation period referred to in 5 above.
9. **NOTICE AND OFFICIALS**
JML will be represented by John M. Lorenowich, P. Eng., who shall be in charge of the Project for JML. CLIENT shall designate in writing an official who shall be authorized to act for CLIENT. The person so appointed by JML will maintain close contact with the authorized representative of CLIENT. All notices to JML, including without limitation, those concerning changes in the scope of Services shall be directed in writing to John M. Lorenowich, 105 Villa Street, 2nd Floor, Thunder Bay, Ontario, P7A 7W5. Notices to CLIENT shall be directed in writing to CLIENT at the address of CLIENT shown above or to such other address as CLIENT may in writing designate.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and the assigns of JML and the permitted assigns of CLIENT. JML's obligations under this Agreement are solely for the benefit of CLIENT and are not intended to be for the benefit of contractors or other third parties employed by CLIENT on the Project.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

"CLIENT"

By: _____

[Signing Officer(s)]

"JML"

By:  _____

[Signing Officer]

Appendix 1 – Scope of Services

See attached JML proposal letter JML52248 to The Corporation of the Town of Fort Frances dated August 6, 2019.

Appendix 2 -Compensation

Our lump sum fee to provide consulting engineering services to The Corporation of the Town of Fort Frances for the detailed design and drawings suitable for tendering for reroofing indicated in the RFP at the Memorial Sports Centre in Fort Frances for **\$ 43,578.00 (Forty three thousand five hundred seventy eight dollars) + HST**. All disbursements are included with this estimate.

August 6, 2019
Ref. No. JML52248

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

Attention: Douglas Brown,
CAO

**Reference: Consulting Engineering Proposal
Roofing Replacement Memorial Sports Centre
Town of Fort Frances RFP No 19-OF-08**

Dear Douglas:

JML Engineering is pleased to submit three (3) copies of our proposal to offer consulting engineering services for the detailed design of various roofing replacements at the Memorial Sports Centre in Fort Frances.

The purpose of this exercise is to provide new roofing systems at the areas highlighted on a drawing that was included in the RFP (ie: the entire facility roofs excluding the Swimming Pool roof) to ensure a weathertight and durable roofing solution with a 20+ year warranty. We understand the Town of Fort Frances desires to have detailed design drawings complete for their entire facility as noted above so that they can have 'shovel ready' tender documents prepared in advance to pursue funding and/or budget allocations in future years. Depending upon these future funding resources, some of the roofs may be done in advance of others.

We have reviewed the Town of Fort Frances RFP No 19-OF-08 (copy attached). We are familiar with the facility, with some of our staff having participated in hockey tournaments in Fort Frances over the years. We have received clarifications from your Adam Mitchell via email, and we have had a telephone discussion with him for further clarification. Based upon this background, we believe we have a good understanding of the requirements for this roofing project.

We hereby acknowledge there were no Addendums issued or received for this RFP.

Methodology

Our proposed methodology to complete the consulting engineering work for this project, in general terms, will be as follows:

- Contact the Town of Fort Frances to discuss and confirm project methodology and schedule, and to request copies of any existing documents for this project, including original construction drawings, rehabilitation drawings, roof inspection reports, or other relevant data. Details on the upcoming field investigation will be discussed, including the proposed works of our sub-contractor Northern Sheet Metal & Contracting (NSM), who will be taking a dozen roofing cores.
- Discuss with the Town of Fort Frances the Health & Safety requirements to complete the upcoming field investigation. JML Engineering and NSM each have a written set of Health & Safety policies and procedures. JML Engineering shall submit their Health & Safety policy as part of this exercise. JML Engineering shall include with their submission a project-specific writeup reflecting health and safety matters relevant to the upcoming roofing inspection/testing works.
- Travel to Fort Frances to complete a comprehensive examination of the various roofs comprising the facility (excluding the swimming pool roof). The field investigation will include the following tasks:
 - Meet in the morning with a representative from the Town of Fort Frances to discuss and confirm our upcoming field inspection work, to answer any questions they may have, to identify focal points for known roof leak issues, and to obtain copies of any remaining, original building construction drawings or other data.
 - Take measurements and photographs of all proposed re-roofing areas. All miscellaneous roofing details, such as soffit and fascia, ridge, penetrations, flashings, mechanical equipment, roof drains, etc. will be carefully examined and measured, where safely accessible. If inaccessible, estimates will be done while observing from the roofs edge and/or by using binoculars. For this project, we are estimating extension ladders can be used to reach one of the lower roofs, and can also be used between lower and higher roofs. We feel we can effectively access and assess most of the roof areas. As such, we do not intend to rent a hydraulic lifting device with articulating arm for this project.
 - We will examine, where readily accessible, the underside of each roof. The arena roofs will be examined using binoculars while standing on the floor or bleachers. The other roofs will be examined by removing suspended ceiling tiles and accessing by using a stepladder. Drywall ceilings will not be removed, unless we see evidence of water stains, in which we would then recommend removing sections of drywall to examine the roof structure in more detail. We would only proceed with this localized drywall removal upon approval by the Owner, as the repair of the drywall will be done by the Owner.
 - The physical and functional condition of the primary structural components of each roof will be carefully assessed, and any observed deficiencies will be noted (size, type, location).
 - We plan to take a total of twelve (12) roofing cores for this exercise; a minimum of three cores at each large roof area, and single cores at the smaller roof areas, to

establish the existing roofing composition, and to estimate the presence of moisture and the condition of the substrate. We will be retaining NSM, a roofing contractor in Thunder Bay, to assist us with this part of the exercise. NSM will repair all areas where cores are taken, and ensure the repair areas are made weathertight prior to leaving the site.

- We will focus additional examination effort on the areas of known roofing leaks, and areas where ice damming has historically occurred. We will also strive to establish areas of probable, waterlogged insulation by strategically taking roofing cores to estimate limits combined with a visual examination on top and at the underside of the roofs.
- Our proposal excludes Designated Substance Survey tests. This was noted in the Town's email response to one of our queries.
- Our proposal excludes conducting x-rays to more accurately delineate the limits of moist insulation. We believe we can effectively address the matter of replacing moist insulation in our tender documents.
- Prior to leaving the site, we will discuss our findings with the Town of Fort Frances. We will highlight to the Town any areas of significant concern that we may observe going forward. We will also indicate to the Town roofing areas requiring repair which should be prioritized.
- Back in the office, we will generate an overall base drawing, depicting in plan view the construction of the existing roofs at the facility. This drawing will form the starting point for the conceptual and detailed design stages of this project.
- We will then complete a preliminary design of the roofing replacement(s). We will investigate re-roofing options, compare the options, and make recommendations for a preferred solution(s) c/w estimated construction costs. Our assessment will include addressing the areas of saturated roof insulation and areas impacted by ice damming conditions. We will discuss the areas where known roof leakage has occurred over an extensive period of time. We will provide remedial repair solutions to the structure at these areas, as required.
- We will prioritize the order of remedial repairs for each of the roofs, so that the Town of Fort Frances will have the flexibility of securing and implementing portions of the overall re-roofing funds to those roofs of highest repair priority.
- We will discuss the concept of providing snow guards along the long side of the original arena roof adjacent the parking lot, and at other building areas over entranceways. We will also discuss the concept of providing a fall arrest or travel restraint system along the peak of the original arena roof (ie: cables c/w anchor points). Please note that the design of snow guards and fall arrest systems are not included in our proposal, but could be considered as additional scope of work).
- We will organize, assemble, and submit to the Town of Fort Frances via email a brief summary of this information in the form of a Pre-Design Report for review and comment.
- After discussing the Pre-Design Report with the Town of Fort Frances, and upon receiving acceptance of a preferred re-roofing concept, we will then proceed with the detailed design and specifications suitable for the purpose of tendering. The drawings will be generated using AutoCad LT 2019 base drawings, and the information will be shown using the metric system of units. The specifications will be generated in Word, and will include a bid form at the front end, along with any Town of Fort Frances general

conditions and other standard documentation.

- All facets of construction will be designed and detailed to the requirements of the current Ontario Building Code and all other applicable codes.
- The tender documents will be prepared in a manner that will enable separating the tenders into individual roof tender packages, while allowing for an overall tender package to construct all of the roofing replacement systems under one overall tender package. To achieve this, we intend to organize our drawings into individual roof packages. The specifications will be written as one overall document, with individual technical specifications included for roofs with differing re-roofing systems. The bid form can be prepared to reflect obtaining separate prices for each roof, while obtaining an overall tendered price to re-roof all of the roofs together.
- When the tender package reaches 90% completion, we will submit pdf's of the drawings, specifications, and a Class II Estimate for review by the Town of Fort Frances.
- After receipt of comments, we will modify and assemble the final, pre-approved tender package.
- We will prepare ten (10) complete sets of tender documents (specifications and drawings). We intend to issue the roofing drawings on 11" x 17" sheets. PDF documents will be provided for all submissions.

Related Experience

JML Engineering has been involved in the civil/structural design of several commercial and institutional facilities for various clients across Northwestern Ontario. A representative list of clients and roofing projects of similar scope of work to this exercise is as follows:

- In 2019 design, tender, and contract administration to replace 837 square meters of a ballasted, built up roofing system with a fully adhered EPDM roofing system with enhanced, sloped insulation at Ecole Gron Morgan School for Lakehead Public Schools.
- In 2019 design, tender and contract administration to replace 942 square meters of a ballasted, built-up roofing system with a fully adhered, EPDM roofing system with enhanced insulation at CD Howe Public School for Lakehead Public Schools.
- In 2019, structural assessment, design, tender, and contract administration of remedial repairs to address failed and theoretically overstressed roof purlins throughout the 1765 square meter Jagenburg Building at Domtar, Dryden.
- In 2018, structural assessment, design, tender and contract administration of remedial repairs to address failed timber truss at the Tall Oil Roof at Domtar, Dryden.
- In 2018, design and contract administration to replace 3220 square meters of a ballasted, built-up roofing system with a fully adhered EPDM roofing system with enhanced insulation at two buildings at Andras Court in Thunder Bay for the Thunder Bay District Social Services Board.
- In 2016, design, tender and contract administration to replace 6216 square meters of a 4-ply roofing system with a fully adhered EPDM roofing system at two end sections at the Transit Shed No. 2 building at Keefer Terminal for the Thunder Bay Port Authority.
- In 2016, design, tender and contract administration to replace 5712 square meters of a 4-ply roofing system with a fully adhered EPDM roofing system at the Transit Shed No. 1 building at Keefer Terminal for the Thunder Bay Port Authority.

- In 2015, design to replace 475 square meters of a 4-ply built-up roofing system with a fully adhered EPDM roofing system with enhanced insulation at the Metis Nation Community Centre for Infinity Property Services.
- In 2014, design to replace 500 square meters of a PVC membrane roofing system with a combination of a fully adhered EPDM roofing system and a standing seam metal roofing system with enhanced insulation at the Fort William Baptist Church in Thunder Bay.
- In 2014, design, tender and contract administration to replace 5775 square meters of ballasted, 4-ply built-up reroofing with a fully adhered EPDM roofing system with enhanced insulation at Loading Shed No 1 and four corner roofs at Keefer Terminal for the Thunder Bay Port Authority.
- In 2013, design to replace 780 square meters with a fully adhered EPDM roofing system with enhanced insulation at the ONWA Building in Thunder Bay.
- In 2013, design, tender and contract administration to replace 5760 square meters of a 4-ply ballasted roofing system with a fully adhered EPDM roof system at the Loading Shed No. 2 building and the addition of roofing insulation at the main entrance building at Keefer Terminal for the Thunder Bay Port Authority.
- Roof assessment at 21 schools for the Thunder Bay Catholic District School Board.
- Five-year arena inspections for the Townships of Ignace, Sioux Lookout and Atikokan, the City of Dryden, the Municipality of Greenstone, and the Port Arthur Curling Club.
- EPDM fully adhered roof replacement with enhanced insulation and structural modifications at the Dryden Recreation Centre for the City of Dryden.
- Ballasted roofing replacement at four classrooms at Nipigon Red Rock District High School for the Superior Greenstone District School Board.
- TPO roofing replacement at Nor'Wester View School for Lakehead Public Schools.
- Powerhouse Tripper EPDM roof replacement in Atikokan for Ontario Power Generation.
- Roof replacement at the High Street Substation for Thunder Bay Hydro.
- Roof replacement using various roofing systems for Canada Malting Co Limited in Thunder Bay.
- Design and certification of roof anchor systems for high rise rental buildings in Thunder Bay.

The following client references can be reached to discuss our roofing expertise on recent re-roofing projects:

Guy Jarvis, P. Eng.
 Director of Engineering and Harbour Master
 Thunder Bay Port Authority
 100 Main Street
 Thunder Bay, ON
 Phone: 1-807-345-6400
 Email: guy@tbport.on.ca

Jim DeSaulniers
Manager of Property Services
Lakehead School Boards
2135 Sills Street
Thunder Bay, ON
Phone: 1-807-625-5288
Email: james desaulniers@lakeheadschoools.ca

Key Personnel

We have qualified senior engineers experienced with roofing construction that can participate on this exercise.

John M. Lorenowich, P.Eng., is the President and a senior project engineer with JML Engineering. Mr. Lorenowich has over 35 years of consulting engineering experience. He has been a design engineer and project manager of a variety of diversified civil engineering projects involving new and/or renovated commercial and industrial buildings. He has been the project manager and/or the design engineer on the majority of the roofing projects listed above, including certification of the tender documents.

His role for this project will be overall Project Manager and backup project engineer. He will review all significant findings obtained by the field investigation. He will provide a senior review of the Pre-Design report to ensure appropriate recommendations are being made. He will also provide Quality Assurance for reviewing the detailed design and the assembled tender documents.

George McKay, P. Eng., is a senior project engineer at JML Engineering with 16 years of consulting engineering experience. George has a diversified background in building and industrial design. He has worked on re-roofing projects in the past, both with JML Engineering and KGS Group. He excels in building construction, and his experience will be valuable in the field when assessing the roof structures at the Fort Frances facility.

His role for this project will be Project Lead. He will be the primary liason between JML Engineering and the Town of Fort Frances. He will co-ordinate and participate with the field investigation work. He will assess all significant findings observed in the field. He will be responsible for the detailed design for all remedial repairs, and the design and selection of a preferred re-roofing system(s). He will oversee the assembly of the design drawings. He will assemble the technical specifications. He will collaborate at all key project milestones with the Project Manager. He will review and certify the approved "Issued For Tender" documents.

A copy of the cv's of our key personnel are attached with this proposal.

Schedule

Since construction of any one of the roofs could occur as early as 2020, it will be important to complete tender documents in a timely manner so that tendering can be called upon in fairly short

notice beforehand.

Our planned schedule to complete the detailed design and tender documents for this project is as follows:

Proposal submission	August 6, 2019
Consultant award	August 12, 2019
Startup meeting	August 14-16, 2019
Field investigation	August 26-30, 2019
Pre-Design report	September 13, 2019
Drawings/specifications 90% complete	October 18, 2019
Approved Issued For Tender documents	October 31, 2019

We could tighten this schedule further, if required.

Quality Control

JML's project manager and senior structural engineer will oversee all documentation assembled over the course of this project.

Reporting to the Town of Fort Frances shall be via email and telephone. Hard copies will be communicated via fax or mail/courier.

The project will be carefully tracked following the schedule defined and confirmed after the project start-up meeting. This monitoring will be done weekly to ensure the project meets its scope objectives, deadlines, and overall budget.

JML Engineering follows an internal, written set of policies and procedures for all facets of total project management. Each component of this quality control system includes a checklist of tasks that are identified at project commencement and certified by the project engineer as the project proceeds. The data that is entered onto the base AutoCAD drawings is verified by a second person prior to proceeding to conceptual and detailed design drafting. Drafting standards are checked at the 50% and 90% stages of drawing completion. Design notes are reviewed and certified by a checking engineer.

Budget and manpower sheets are updated and distributed to all staff on a weekly basis, further ensuring that an awareness of remaining timelines is recognized by all parties involved in the project.

Our depth of experience and familiarity with working on other projects of similar complexity will enable us to effectively complete this exercise on time and on budget.

Sustainable Environmental Social Initiatives

JML Engineering is committed to respecting fundamental human rights and the treatment of their workers fairly and with respect by:

- Providing and maintaining a safe and healthy working environment, and providing the resources and work culture necessary for the personal and professional development for all of its employees.
- Maintaining good communication between management and employees.
- Recruitment and selection of all employees is done fair, open and transparent, and will comply with all relevant legislation.
- Positions are offered based on competency, qualification, and enthusiasm for the position, regardless of a persons need, background, culture, religion, gender or economic circumstances.
- Zero tolerance of workplace harassment of either sexual or discriminatory nature either within the confines of company offices and facilities or externally where such harassment will have repercussions on the work environment.
- Zero tolerance of workplace violence and a commitment to protect all workers from workplace violence from all sources.

JML Engineering is also committed to strive continually towards minimizing the environmental impact of their operations by:

- Ensuring JML operates in full compliance with environmental laws and regulations and that our activities meet or exceed the requirements of all applicable environmental legislation that relates to our company.
- Continually promote environmental awareness, responsibility and best practices and to support the environmental sustainability culture to reduce our environmental footprint.
- Using sustainable products within the office and in our deliverables.
- Implementing reduce, recycle and re-use programs within the office environment.
- Promoting innovation and enhancing access to green and ethical products to lower costs of sustainable purchasing over time.

Consulting Engineering Fees

Our lump sum fee to provide consulting engineering services for the detailed design and drawings suitable for tendering for reroofing the roofs indicated in the RFP at the Memorial Sports Center as noted above is **\$ 43,578.00 (forty three thousand five hundred seventy eight dollars) + HST**. All disbursements are included with this estimate.

We have also included a manpower breakdown spreadsheet to support this estimate.

Page 34 of 101

The following hourly chargeout rates will apply to our staff in 2019 for this project.

John M. Lorenowich, P.Eng.	\$ 220.00 / hr
George McKay, P.Eng.	\$ 180.00 / hr
Michael Edmonds, P.Eng.	\$ 140.00 / hr
Bill Warren	\$ 140.00 / hr
Laurie-Lyn Lorenowich	\$ 140.00 / hr
Bryan Anderson	\$ 110.00 / hr
David Sawchuk	\$ 110.00 / hr
Jonathan Morrow, EIT	\$ 90.00 / hr
Mathew Currie, EIT	\$ 70.00 / hr
Tanis Lahti, clerical	\$ 85.00 / hr

Closing

Attached to our proposal is a copy of a completed Statutory Declaration form.

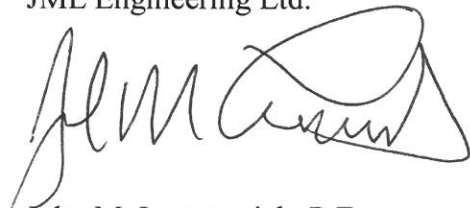
If successful, we intend to prepare and submit a standard MEA/CEO Agreement (2006), amended to include the RFP and our proposal as part of the overall agreement.

We are capable of providing the necessary Comprehensive General Liability and Professional Liability insurances of \$5,000,000 and \$ 2,000,000 per occurrence respectively. A sample of such inclusions is attached with our proposal. We would be pleased to provide updated insurance certificates specific to this project upon successful award, including naming the Town of Fort Frances as additional insured as stipulated in the RFP.

We thank you for this opportunity, and we look forward to working with the Town of Fort Frances on this interesting roofing project. Please contact the undersigned if you have any questions regarding the contents of this proposal.

Best regards,

JML Engineering Ltd.



John M. Lorenowich, P.Eng.
 President

:jml
 Encl.

APPENDIX A

Town of Fort Frances – Terms of Reference

RFP No 19-OF-08

#RFP 19-OF-08

TOWN OF FORT FRANCES

TERMS OF REFERENCE

FOR

**A ROOFING DESIGN FIRM FOR THE COMPLETION OF THE DESIGN ACTIVITIES
FOR THE REPLACEMENT OF THE ROOF AT THE MEMORIAL SPORTS CENTRE
(720 SCOTT STREET)**

R.F.P. NO. 19-OF-08

July 16, 2019

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SECTION 2	GENERAL INFORMATION AND INSTRUCTIONS	4 - 8
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SECTION 4	PROPOSAL REQUIREMENTS	12 - 14
APPENDIX "A"	MEMORIAL SPORTS COMPLEX PICTURE AND DRAWING	
APPENDIX "B"	STATUTORY DECLARATION	

**TOWN OF FORT FRANCES
REQUEST FOR PROPOSAL**

FOR

**A ROOFING DESIGN FIRM FOR THE COMPLETION OF THE DESIGN ACTIVITIES FOR
THE REPLACEMENT OF 3 SECTIONS OF ROOF AT THE MEMORIAL SPORTS CENTRE
(720 SCOTT STREET)**

R.F.P. NO. 19-OF-08

The Town of Fort Frances wishes to obtain proposals from a reputable firm to complete the design and consultation for an upgraded roof structure at the Memorial Sports Center located at 720 Scott Street, Fort Frances. The successful firm must complete all design activities including creation of all required drawings and specifications for construction. Sealed proposals, in triplicate and clearly marked shall be submitted to:

Sealed proposals clearly marked **“RFP No. 19-OF-08”** will be received by the Corporation of the Town of Fort Frances (the “Town”) up to but not later than:

2:00 p.m. Local Fort Frances Time
Tuesday, August 6th, 2019

After which time such proposals will be opened publicly and read aloud at the Fort Frances Civic Centre, 320 Portage Avenue, Fort Frances, Ontario

Certain Request for Proposal Forms (“RFP Forms”) are required to be submitted. Please submit such completed Tender Forms to:

The Corporation of the Town of Fort Frances
Attention: Mr. Douglas Brown, CAO
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
Fax: 1-807-274-8479

Information relating to this proposal is available at the Information Desk, Fort Frances Civic Centre, 320 Portage Avenue, Fort Frances, Ontario

Please direct any questions regarding this proposal to: Adam Mitchell, Asset Management Coordinator, Operations and Facilities Division. P: (807) 274-9893 ext 1315, Email: amitchell@fortfrances.ca

Lowest or any proposal not necessarily accepted. The Corporation of the Town of Fort Frances (the “Town”) reserves the right to reject any or all proposal, to waive irregularities and informalities therein, and to award the contract in the best interest of the Town in its sole and unfettered discretion. RFP award requires approval by Council.

SECTION 2
GENERAL INFORMATION AND INSTRUCTIONS
INDEX

- 2.1 Intent of the Request for Proposals
- 2.2 Qualifications
- 2.3 Proposal Closing Date
- 2.4 Informal Proposals
- 2.5 Errors and Omission
- 2.6 List of Addenda
- 2.7 Tender Withdrawal and Award
- 2.8 Tax Management (HST)
- 2.9 Ontario Retail Sales Tax
- 2.10 Fax Transmittal
- 2.11 Municipal Freedom of Information and Protection of Privacy Act
- 2.12 Pages Numbered
- 2.13 Location of Fort Frances
- 2.14 Consultant's Insurance
- 2.15 Inquiries

SECTION 2

GENERAL INFORMATION AND INSTRUCTIONS

2.1 INTENT OF THE REQUEST FOR PROPOSALS

The purpose of the request for proposals is to retain a reputable firm to complete the design for an upgraded roof structure at the Memorial Sports Center located at 720 Scott St. An image has been attached outline the sections of roof to be included in the design. The only omission of the roof structure is the most recently constructed roof above the pool facility. The successful firm must complete all design activities including creation of all required drawings and specifications for construction. These design activities involve the following:

1. Review the reports and designs of the existing roof infrastructure
2. Complete detailed design work of the site including; construction specifications, architectural, structural plans and related specifications for construction.

2.2 QUALIFICATIONS

The lowest or any proposal will not necessarily be accepted. The Town reserves the right to reject any or all proposals, to waive irregularities and informalities therein, and to award the contract in the best interest of the Town in its sole and unfettered discretion. An accepted proposal must be approved by Council.

2.3 CLOSING DATE

The Request for Proposals closes at 2:00p.m. Local Time (C.S.T.), Tuesday, **August 6th, 2019** and will be publically opened immediately thereafter at the Committee Room, Civic Centre, Fort Frances, Ontario.

Three (3) copies of the proposal, fully completed, sealed and marked "**R.F.P. No. 19-OF-08**" must be delivered by mail or otherwise, to the Administrator, not later than 2:00 p.m. (C.S.T) on the closing date.

2.4 INFORMAL PROPOSALS

All proposals provided, and all entries shall be in ink or typewritten. Proposals which are incomplete, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind, or in which any of the prices are obviously unbalanced, may be rejected as informal.

The Town reserves the right to disqualify proposals not submitted in strict accordance with the terms and conditions of the Terms of Reference.

2.5 ERRORS AND OMISSION

The Firm shall examine the Terms of Reference Documents as soon as possible. Any errors, omissions or conflicts discovered shall be reported to the Asset Management Coordinator immediately. Verbal instruction and/or communications will not be accepted.

2.6 LIST OF ADDENDA

During the request for proposals period, Firms may be advised by Addenda of required additions to, deletions from, or alterations in the Terms of Reference Documents. All such changes shall become an integral part of the Terms of Reference Documents and shall be allowed for in arriving at the Total Proposal Price. All Addenda received during the request for proposals period shall be acknowledged.

2.7 PROPOSAL WITHDRAWAL AND AWARD

Proposals received by the Administrator prior to Closing may be withdrawn upon written application only. The last proposal received shall invalidate all previous proposals received from the same Firm. Withdrawal of proposals shall be by letter bearing an official company or corporation signature and seal only.

No contracts will be awarded until after the proposal has been approved by Council.

Council reserves the right to:

- i) reject any recommendation;
- ii) reject any or all proposals;
- iii) accept any proposal deemed to be in the best interest of the Town, or
- iv) disqualify proposals not submitted in strict accordance with requirements of the terms of reference documents.

Exception may be made to any contract, which is funded by a Ministry of the Province of Ontario on behalf of the Corporation. However, any final decision for awarding of a Contract is subject to the concurrence of the Council.

Firms are informed that it is a condition of the Terms of Reference Documents that each proposal shall remain in force from the closing date of the request of proposal until forty-five (45) calendar days thereafter unless the Architecture Firm has been formally rejected.

2.8 TAX MANAGEMENT (HST)

As it is the responsibility of the Firm to determine levy and collection of the Harmonized Sales Tax (HST), amounts bid shall show separately the HST amount, or alternatively cite the basis of exemption in lieu thereof.

2.9 ONTARIO RETAIL SALES TAX

Where contracts are awarded to non-resident Ontario Firms, they are required to either:

- a) Provide a copy of a valid Retail Sales Tax Vendor Permit, or
- b) file with the Town a copy of the letter of compliance issued by the Ontario Retail Sales Tax Branch.

Failure to comply will result in 4% of each payment due to the Contract to be withheld for remittance to the Treasurer of Ontario.

2.10 FAX TRANSMITTAL

Proposals may be submitted by Fax transmittal (807-274-8479) subject to additional conditions:

- i) All terms and conditions outlined in the Terms of Reference apply, including duplicate fax transmittals
- ii) All original proposal documents and enclosures are received within forty-eight (48) hours of the closing date of the request for proposals, and
- iii) The Town assumes no responsibility whatsoever for proper receipt of such Fax transmittals.

2.11 MUNICIPAL FREEDOM OF INFORMATION PROTECTION OF PRIVACY ACT

The Town is governed by the Municipal Freedom of Information and Protection of Privacy Act, therefore Firms must accept that proposal contents can be made public as a condition of the request for proposal process.

2.12 PAGES NUMBERED

All pages of the proposal document submitted must be numbered.

2.13 LOCATION OF FORT FRANCES

The Town of Fort Frances is located in the District of Rainy River, approximately 350 kilometers west of Thunder Bay, Ontario and 425 kilometers East of Winnipeg, Manitoba. The Town is bounded to the north and the east by Couchiching First Nation and the unorganized Township of Miscampbell, to the west by the Township of Alberton, and to the south by the United States of America. Also please note that Fort Frances is in the Central Time Zone.

2.14 FIRM'S INSURANCE

The successful Firm shall take out and keep in force throughout the duration of the Contract, a comprehensive policy of Professional Liability in the amount of not less than \$2,000,000.00 inclusive per occurrence.

The Town of Fort Frances shall be named as an additional insured thereunder, a certified copy of the policy or certificate thereof shall be deposited upon signing of the Agreement or as the Town may direct.

2.15 INQUIRIES

Questions regarding the Terms of Reference must be directed to:

Adam Mitchell, EIT
 Asset Management Coordinator,
 Town of Fort Frances
 900 Wright Avenue
 Fort Frances, Ontario, P9A 1J9
 Telephone: 807-274-9893 ext 1315
 Email: amitchell@fortfrances.ca

SECTION 3
PROJECT DESCRIPTION
INDEX

- 3.1 GENERAL INFORMATION ON THE DESIGN ACTIVITIES
- 3.2 SCOPE OF WORK
- 3.3 OTHER SPECIFICATIONS FOR THE DESIGN ACTIVITIES

SECTION 3

PROJECT DESCRIPTION

3.1 GENERAL INFORMATION ON THE DESIGN ACTIVITIES

The successful firm is to develop complete designs for an upgraded roof structure at the Memorial Sports Center located at 720 Scott St. An image has been attached outlining the sections of roof to be included in the design. The only omission of the roof structure is the most recently constructed roof above the pool facility. The successful firm must complete all design activities including creation of all required drawings and specifications for construction. At the completion of the design activities it is intended that the successful firm will have produced all drawings and specifications required for the Town of Fort Frances to tender for the construction.

3.2 SCOPE OF WORK

The purpose of the request for proposals is to retain a reputable Firm to complete a new roof plan design to replace the existing roof structure located at 720 Scott Street. These activities involve the following main components:

1. Complete detailed design work of the site including construction specifications, architectural, structural and related specifications for construction.
 - a. These plans should outline at a minimum:
 - i. Footprint of the building and design features
 - ii. Location and specification of any equipment/ curbs, electrical, drains, etc.
 - iii. Details on replacement of waterlogged insulation and additional insulation needed to address ice damming conditions
 - iv. Bid specifications for construction.
 - v. A total construction cost estimate including site preparation, removal and disposal.
 - vi. All construction plans are to be AutoCAD format and provided in pdf and 10 print sets. All specifications to be Word documents and provided as pdf documents and 10 print sets.
 - b. The successful firm shall make sure all applicable provincial, national and local codes and specifications are met in the design works.

3.3 OTHER SPECIFICATIONS FOR THE DESIGN ACTIVITIES

1. The Town is requiring that the successful firm complete the design in as timely fashion as possible such that the Town will be ready to submit a tender for the construction in the first half of 2020. The intent is to award the contract to the successful firm on August 12th, 2019. Each firm shall include a proposed schedule with their proposal. The successful firm shall submit a formal schedule of work including important dates and milestones to the town, prior to commencing work.
2. The site consists of multiple types of roof structures with a large variance in installation dates.
3. There are a number of areas where roof leakage has been happening for a prolonged period. Firms must address these areas specifically in their designs and address opportunities for remedial works being required to the underlying structure.

4. Firms must take into account the areas where leakage has been occurring over a long term and address not only the roof membrane but any underlying insulation issues where it is determined that ice damming has caused the leakage.
5. The successful Design Firm will be required to attend the site at least once during the design period to ensure they are fully aware of the current site conditions.

SECTION 4
PROPOSAL REQUIREMENTS
INDEX

- 4.1 PROPOSAL REQUIREMENTS SUBMITTED BY ROOFING DESIGN FIRM
- 4.2 PROPOSAL EVALUATION
- 4.3 OCCUPATIONAL HEALTH & SAFETY PLAN
- 4.4 CONTRACT

SECTION 4

PROPOSAL REQUIREMENTS

4.1 PROPOSAL REQUIREMENTS SUBMITTED BY ROOFING DESIGN FIRM

The proposals prepared by the Firms will clearly indicate that the design works will be carried in accordance with the **Terms of Reference RFP 19-OF-08**.

Each Firm's proposal must contain at least, but is not necessarily limited to the following:

- 1) A work chart or work schedule showing the timing of the major tasks and milestones
- 2) The Firm shall describe their previous work of this type, highlighting their experience and expertise with the specific requirements of this project. If the Firm intends to partner with others to complete certain components, the experience and expertise of those partner companies must also be described, citing previous relevant work.
- 3) The Firm shall identify the Project Manager and other staff and list the responsibilities of each. Qualifications of the Firm's Project Manager and key personnel should be outlined. Any substitution of staff during the course of the Design works will not be permitted without approval of the Asset Management Coordinator.
- 4) Maximum total cost of the project broken down by deliverable, where major tasks or milestones, field inspection work, report writing, printing costs and other disbursements are listed separately.
- 5) Per diem rates for key personnel involved in the project and an estimate of the number of hours that project staff will spend on each specific task.
- 6) A listing of any special circumstances required to complete the designs.
- 7) Identify any possible gaps in the Terms of Reference and how these gaps will be taken into account in the design activities.
- 8) Submit a listing of previous projects of similar scale or type completed for Municipal or institutional clients.
- 9) Three (3) copies of the proposal will be submitted
- 10) All Documents will be in MS (Word & Excel) Office Format.

4.2 PROPOSAL EVALUATION

The Town of Fort Frances will review the proposal submitted by each individual Firm during August 2019. A scoring system will be utilized on the following categories:

- 1) Quality of the proposal submitted - ease of understanding, required components of the Design Activities, and work schedule.
- 2) Past Experience in completing similar design activities.
- 3) Key Personnel assigned to the project

4) Proposal Cost

5) Schedule

It should be clearly understood that the Town of Fort Frances has the right to assign weighting to each of the 5 above mentioned categories and if any proposal submitted fails to include any mandatory requirements as outlined in the Terms of Reference, the proposal is automatically disqualified.

4.3 OCCUPATIONAL HEALTH & SAFETY PLAN

The proposed Occupational Health and Safety Plan shall outline the Firm's general approach to Occupational Health and Safety.

The Firm will be responsible for meeting all of the "employer" obligations under the Occupational Health and Safety Act (OHSA) and shall ensure that all work is carried out in accordance with the OHSA and all applicable regulations. This includes but is not limited to, the duties to: provide a safe workplace; provide information and educate the workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy; implement a comprehensive health and safety program to support the policy; and take every reasonable precaution to protect the health and safety of workers.

The Firm shall submit a statutory declaration with the proposal:
Appendix "D".

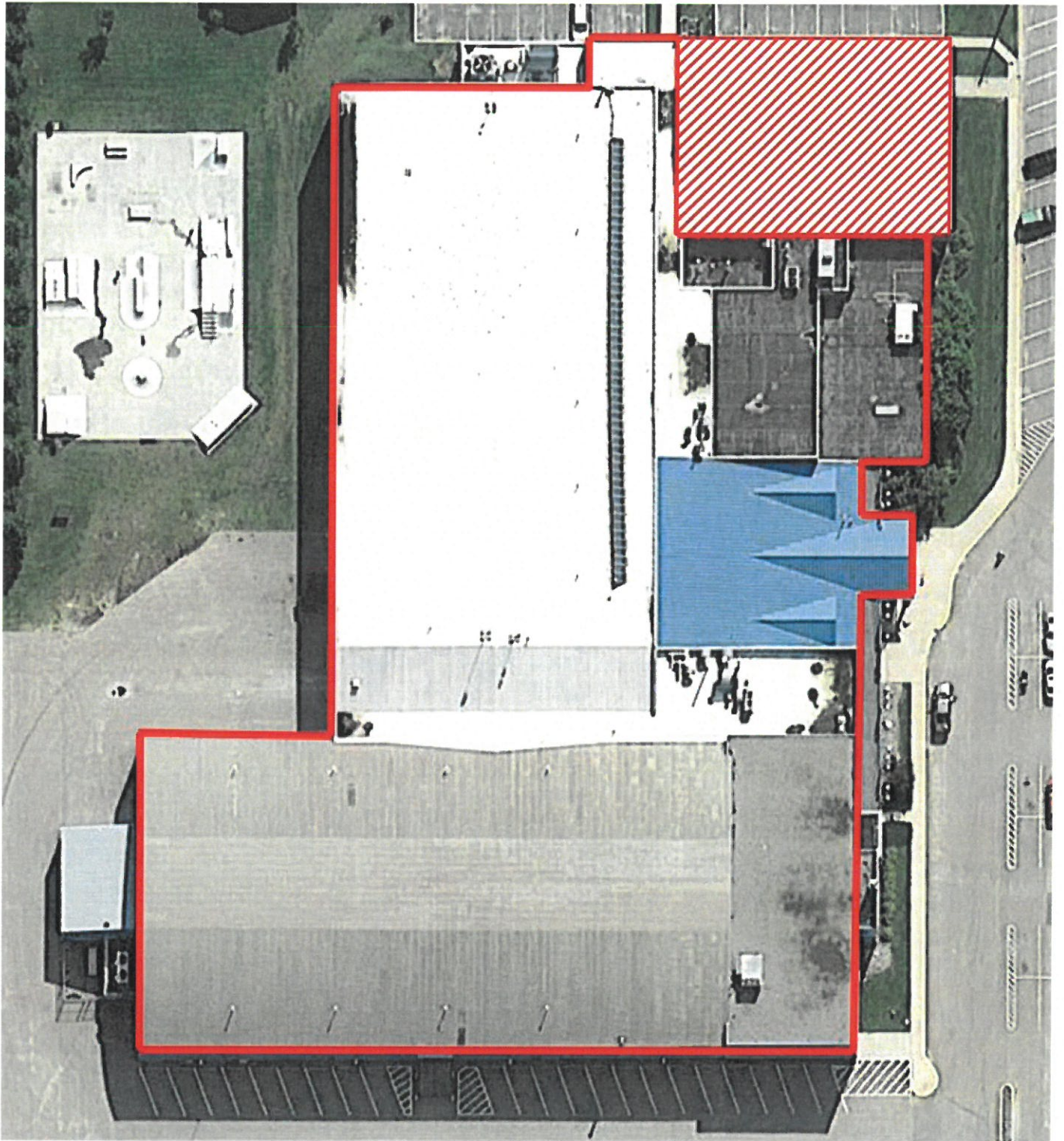
4.4 CONTRACT

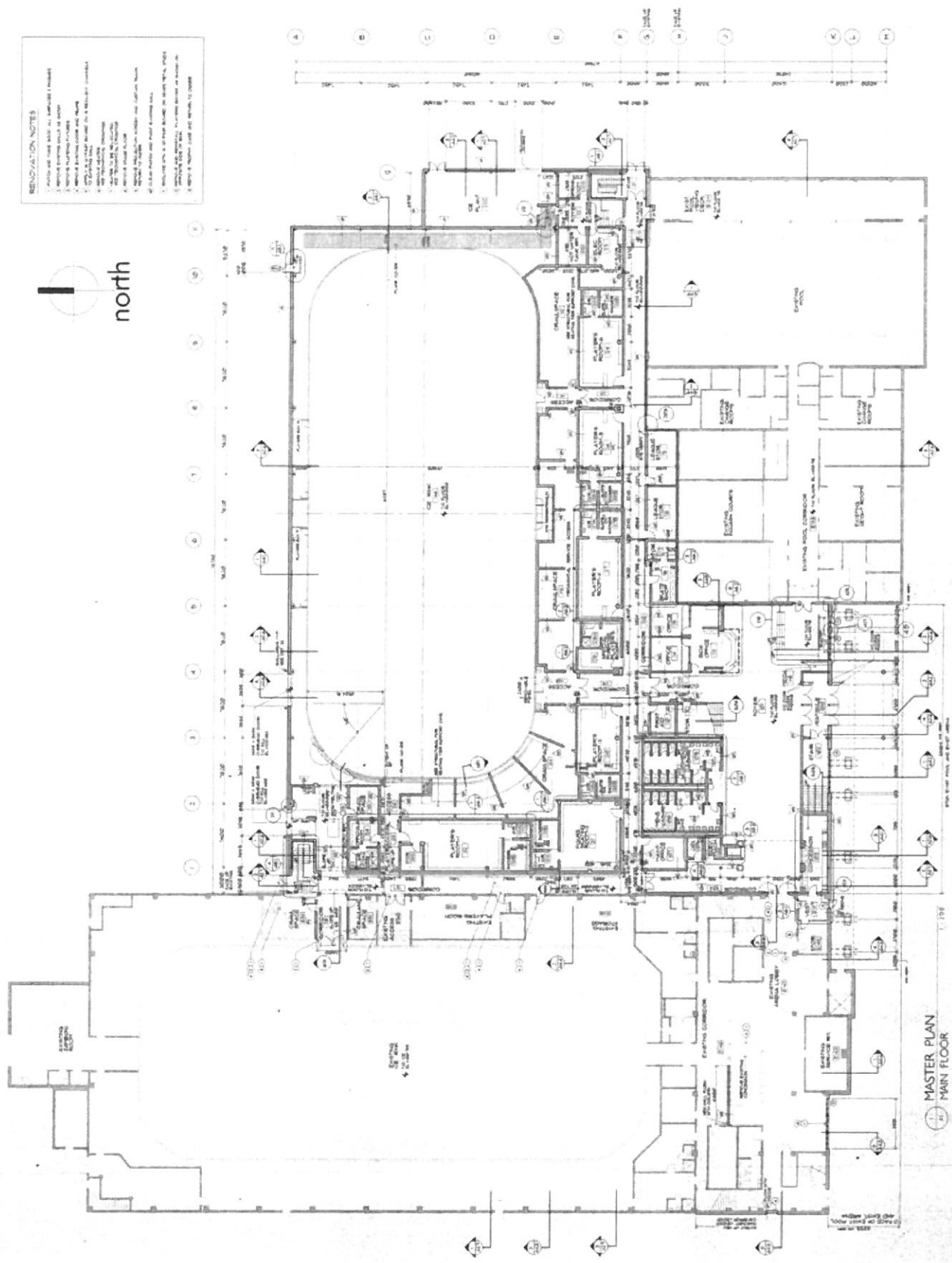
The Firm shall include a draft contract of engagement with their proposal.

The Firm shall enter into a design contract with the Corporation of the Town of Fort Frances. The contract shall indicate that work to be undertaken shall be done to the satisfaction of the Municipality according to the request for proposal and for the amount agreed upon by the two parties. The contract shall also indicate that no additional money shall be paid to the Firm for any additional work for which prior authorization has not been given in writing. The contract shall contain, as a minimum, the Request for Proposal and the Proposal accepted.

APPENDIX “A”

Memorial Sports Complex Picture and Drawing





APPENDIX "B"
STATUTORY DECLARATION

STATUTORY DECLARATION

In submitting this proposal, I/We, on behalf of _____
 Legal Name of Company

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").
- (b) With respect to the services being offered in this proposal, I/We and our proposed sub-contractors, acknowledge the responsibility to, and shall:
 - (i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at _____ this _____ day of _____ 2016.

 (Authorized signing agent for the Architecture Firm)

 (Title)

 (Telephone Number)

APPENDIX B

Statutory Declaration

STATUTORY DECLARATION

In submitting this proposal, I/We, on behalf of JML Engineering Ltd.
 Legal Name of Company

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").
- (b) With respect to the services being offered in this proposal, I/We and our proposed sub-contractors, acknowledge the responsibility to, and shall:
 - (i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at Thunder Bay this 6th day of August 2019

John M. Kienreich
 (Authorized signing agent for the Architecture Firm)

PRESIDENT
 (Title)

807 345-1131
 (Telephone Number)

APPENDIX C

JML Memorandum of Insurance



384 Fort William Road
Thunder Bay, Ontario P7B 2Z3
Tel: (807) 345-1411
dewhurstinsurance.com

66 Front Street, Box 340
Nipigon, Ontario P0T 2J0
Tel: (807) 887-2512

Memorandum of Insurance

To: To Whom It May Concern

Re: JML Engineering Ltd
105 Villa Street, 2nd Floor
Thunder Bay, P7A 7W5

Insurance as described herein has been arranged on behalf of the insured named herein under the following policies and as more fully described by the terms, conditions, exclusions and provisions contained in the said policies and any endorsements attached thereto.

Named Insured: JML ENGINEERING LTD,

Insurer: PREMIER CANADA
Expiry Date: May 1, 2020
Policy Number: AC00070 – Commercial General Liability & Professional Liability
Policy Limits of Liability of not less than –
General Liability - \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate
- \$1,000 Deductible
Professional Liability- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate
- \$10,000 Deductible

Insurer: PREMIER CANADA
Expiry Date: May 1, 2020
Policy Number: MX00042 – Excess General Liability
Policy Limits of Liability of not less than –
MX00042 - \$5,000,000 Each Occurrence, \$5,000,000 Aggregate
\$10,000 Deductible

This memorandum constitutes a statement of the facts as of the date of issuance and are not represented and warranted to anyone. Please contact our office if a certificate of insurance is required.

Persons relying on this memorandum do so at their own risk.

DEWHURST INSURANCE LIMITED

John Shaw, HBComm, CAIB

Dated May 1, 2019 at Thunder Bay, Ontario

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

auto • home • business • life



APPENDIX D

CVs of Key Personnel



105 Villa Street, 2nd Floor
 Thunder Bay, ON P7A 7W5
 Phone: 807.345.1131
 Fax: 807.345.1229
 Email: info@jmleng.com

Corporate Profile

JML Engineering Ltd. was founded in 1998 by John M. Lorenowich. This civil/structural engineering firm currently offers a wide variety of engineering services in the commercial and institutional, municipal, industrial and marine fields. Services include feasibility studies, surveying, conceptual and detailed design, tendering, site inspection and contract administration, and overall project management. Key areas of expertise include bridges, pulp and paper and grain terminal facilities, docks and wharfs, municipal infrastructure, and commercial/industrial buildings.

JML's senior staff has more than 30 years of consulting engineering experience. The senior engineers have participated as project managers and senior design engineers for several large, multi-discipline capital projects. The experiences and skills acquired while successfully completing these projects is immeasurable when approaching new projects, large or small. We have the foresight to envision the finished product at the conceptual development stage, and the collective experience required to successfully implement all stages of a project from design development through to total completion of construction and final commissioning.

JML Engineering offers a wide array of engineering services in the industrial, marine, and commercial/institutional fields. These services include the following:

- New construction and/or renovations of industrial, commercial and institutional buildings.
- Process equipment installations.
- Vehicular, pedestrian and snowmobile bridges.
- Dam rehabilitations.
- Wharf and dock assessments and rehabilitation.
- Roofing system analysis and designs.
- Miscellaneous steel, reinforced concrete, timber and masonry structures.
- Feasibility studies.
- Certification of health and safety items (fall arrest systems, scaffolding, hoist beam load postings, fire escapes and exits, overhead crane runway beams, etc.).
- Structural evaluations of grain terminals, pulp and paper facilities, and buildings.
- Dewatering plans and temporary flow passage systems.
- Temporary roadway protection systems.
- Topographic and baseline surveys.
- Conceptual and detailed design, drawings, specifications, tender and contract documents, site inspection and contract administration.
- Sewer and watermain designs, and
- Site services and lot grading plans.

A list of some of our clients includes the following:

Municipal

- City of Thunder Bay
- City of Dryden



105 Villa Street, 2nd Floor
 Thunder Bay, ON P7A 7W5
 Phone: 807.345.1131
 Fax: 807.345.1229
 Email: info@jmleng.com

Corporate Profile

-
- The Townships of Manitouwadge, Red Rock, Dorion, O'Connor, Gillies and Atikokan
 - Municipalities of Shuniah, Oliver Paipoonge, Greenstone and Machin

School Boards

- Lakehead Public Schools
- Thunder Bay Catholic District School Board
- Rainy River District School Board
- Superior-Greenstone District School Board

Industrial

- Canada Malting Co. Limited
- Resolute Forest Products
- Thunder Bay Port Authority
- Superior Elevator ULC
- Tenaris Algoma Tubes
- Viterro Inc.
- Lac Des Illes Mines

Government

- Public Works & Government Services Canada
- Ministry of Natural Resources and Forestry
- Ministry of Tourism & Recreation
- BGIS
- SNC-Lavalin O&M
- CBRE
- Thunder Bay Hydro
- Brookfield Power

JML currently has ten full time civil engineers and technologists on staff making us one of the largest civil/structural engineering firms in Thunder Bay. Our highly qualified professionals have extensive consulting experience in Thunder Bay and throughout Northwestern Ontario. We have agreements in place with local mechanical and electrical consultants and architects. This enables us to offer total project management services for most multi-disciplined projects.



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Exterior Renovations at Andras Court for the Thunder Bay District Social Services Administration – 2018/19

JML Engineering was retained by the Thunder Bay District Social Services Administration Board to provide conceptual and detailed design, tendering, and contract administration services for the re-roofing of the north and south buildings of Andras Court in Thunder Bay.

This multiple roofing project consists of over 30,000 square feet of insulated, fully adhered EPDM roofing with new prefinished, metal edge flashing, mechanical equipment curbing, integral roof drains, and precast concrete patio stone walkways. Existing ballasted built-up roofing was removed, the sloped concrete deck was cleaned, and the new roofing package was installed in quadrants to ensure that each area of work was completed prior to moving onto the next section. All components of the south building have been completed. The north building and parking garage will be completed in the spring of 2019.



Tendered construction cost for this project was \$1.35 million.

Reference: Barry Caland, Facilities Manager 807-766-4215 barry.caland@tbdssab.ca

Transit Shed #2 Roof Replacement and Solar Panel Installation for TBPA - 2013

JML Engineering was retained by the Thunder Bay Port Authority to provide conceptual and detailed design, tendering, and contract administration services for the re-roofing of Transit Shed No. 2 at Keefer Terminal in Thunder Bay.

This 11,000 square metre storage facility required a reliable, weathertight roofing solution so that Port Authority tenants could acquire protected short and long-term product storage inside the building. The scope of work included a structural analysis of the roof, the removal of an existing built-up roofing system, spot repairs to localized areas of substandard substrate, the provision of a new fully adhered EPDM roofing system complete with new flashing, edge details, penetration sleeves, cap flashings, scuppers and downspouts, and an extensive solar panel array system.



The final roofing construction cost was approximately \$825,000.00.

Reference: Guy Jarvis, Harbour Master and Director of Engineering 807-345-6400 guy@tbport.on.ca



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Roof Replacement of the Ontario Native Women's Association's (ONWA) Office for Profor - 2013

JML Engineering was retained by Profor Engineering to provide roof analysis of an existing, multi-profiled roof, conceptual and detailed design, and inspection services for the construction of a new EPDM roofing system complete with culturally coloured flashings for ONWA's business office.

As part of the initial roof assessment, JML staff along with a local roofing contractor, took core samples to determine the construction and assess the condition of the existing roof system. The existing roofing was deemed to be beyond its useful life and needed to be replaced. A new EPDM roofing system, mechanically fastened, was installed. Traditional coloured prefinished edge flashing was provided at each of the roof's four peaks to symbolize the colours of the medicine wheel. JML provided certified detailed design drawings and specifications suitable for tendering. During construction, JML provided regular site inspections with reports and close-out services upon completion.



Final construction cost was approximately \$ 175,000.00.

Reference: Betty Kennedy, Executive Director 807-623-3442

Other Related Projects

JML Engineering has been fortunate to participate in a variety of roofing replacement projects over our 20 year history. The following is an overview of some of our relevant roofing experience.

- Multiple EPDM roofing replacement projects for the Lakehead District School Board, including the Victoria Park Adult Education Centre, Hammarskjold High School, Westgate High School, and Five Mile School
- New standing seam metal roof for the Fort William Baptist Church Congregation
- Roofing replacement over four classrooms at Nipigon Red Rock District High School for SGDSB
- New High School structure and EPDM roof (Robert Moore High School) in Fort Frances with EBHW Architecture for the Rainy River District School Board
- New EPDM roofing system for the Ontario Native Women's Association
- Roof beam replacement at the MacGregor Recreation Centre for the Municipality of Shuniah
- New EPDM roofing system for Loading Shed #1 and Entrance Building for the Thunder Bay Port Authority at Keefer Terminal
- Roofing assessments at 21 schools for the TBCDSB



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John M. Lorenowich
Project Engineer, President

With over 30 years of experience in civil and structural design and contract administration. Prior to starting his own engineering practice in the spring of 1998 (JML Engineering Ltd.), Mr. Lorenowich was senior project engineer for 12 years at AGRA Monenco Inc. (formerly C.D. Howe Central Ltd.), and junior engineer for Andron Engineering Ltd. and R. V. Anderson & Associated Ltd.

Mr. Lorenowich has a diversified background in the marine, industrial, commercial/institutional and municipal fields. He has provided conceptual, detailed design and contract administration services for a variety of small and large capital projects across Northwestern Ontario and throughout Canada. He has also designed and reviewed civil components for projects overseas. Having worked for consulting engineering firms his entire career, Mr. Lorenowich possesses a strong background in total project management.

Areas of Expertise

- Senior Project Manager
- Senior Civil Structural Design
- Industrial Facilities
- QVE Bridge Inspections
- Feasibility Studies
- Bridges, Buildings, Wharfs

Education and Professional Development

Bachelor of Applied Science in Civil Engineering

University of Waterloo, 1983

Professional Status

Professional Engineers of Ontario

Engineers Geoscientists Manitoba

Association of Professional Engineers and Geoscientists of Alberta

Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists

Professional Experience

Buildings

- 2017 – Project Engineer for repairs to collapsed column at Bayview Towers Parking Structure Project Value \$ 2,000,000.
- 2014 - Project Engineer for Roof Assessment Longlac Sports Complex for the Municipality of Greenstone in Longlac, ON.
- 2015 - Project Engineer for Structural Assessment Glengowan Place Parkade for Northwestern Property Management in Thunder Bay, ON. Project value \$ 500,000.
- 2015 - Project Engineer for Roof Assessment for the Fort William Baptist Church, Thunder Bay, ON.
- 2015 - Project Engineer for Main Entrance Canopy Assessment Brookside Manor for Northwestern Property Management, Thunder Bay, ON.



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John M. Lorenowich
Project Engineer, President

-
- 2014 - Project Engineer for Structural Assessment of Grain Elevator Buildings at the Thunder Bay Facility for Parrish & Heimbecker Limited, Thunder Bay, ON.
 - 2012 - Project Engineer for Structural Assessment of Malthouse and Grain Elevator Buildings at the Thunder Bay Facility for Canada Malting Co. Limited.
 - 2010 - Project Manager for Building Condition Report Rainy River Border Crossing for SNC Lavalin O&M in Rainy River, ON.
 - 2010 - Project Manager for Building Condition Report Pigeon River Border Crossing for SNC Lavalin O&M, Hwy 61 near Thunder Bay, ON.
 - 2009 - Project Engineer for Atikokan Industrial Mall Building Condition Assessment for Osisko Hammond Reef Gold in Atikokan, ON.
 - 2009 - Project Manager for Trenz Hair Studio located at 1119 Waterford Street, Thunder Bay, ON.
 - 2009 - Roof Assessment and report for 21 Buildings with the Thunder Bay Catholic District School Board in Thunder Bay, ON.
 - 2002 - Inspection and Report for Arena Inspections at Four Facilities for the Municipality of Greenstone.
 - 2008 - Inspection and Report for Brick Repairs at Schreiber Public School for Superior Greenstone District School Board.
 - 2010 - Project manager for design of renovations at the Dryden Recreation Complex. Construction estimate \$ 10,000,000.
 - 2009 - Project Manager for design team for Renovations at GM Dealership Madsen Motors in Sioux Lookout, ON. Project value \$ 2,200,000.
 - 2009 - Structural inspection and Report for of the Finlandia Club in Thunder Bay, ON.
 - 2009 - Inspection and report for Roof Assessment at Players Sports Bar for Holmes Roofing & Sheet Metal in Thunder Bay, ON.
 - 2008 - Project Engineer for re-roofing at Nor'wester View School with Lakehead Public Schools. Project value \$ 600,000.
 - 2008 - Project Engineer for new garage with loft for Herb Cordiero.
 - 1995 - Senior structural designer for the press building and seed cleaning building of the \$32,000,000 canola facility at St. Agathe, Manitoba for Canadian Agra.
 - 1994 - Conceptual design of a \$10,000,000 dock and gallery system for a new cement plant in the Gaspé Peninsula for the Cartier Group.
 - 1994 - Structural design for transfer upgrade at Sifto Salt Mines in Goderich, Ontario. Project value \$2,800,000.
 - 1992 - Senior structural designer for various projects in the \$16,000,000 plant expansion and improvements at Canada Malting Co. Limited in Thunder Bay.
 - 1994 - Senior structural designer for the \$2,000,000 storage shed at Goderich, Ontario for Canadian Agra.
 - 1992 - Structural design for \$ 3,500,000 trackshed improvements at Churchill, Manitoba
 - 1989 - Structural design for the \$6,000,000 container unloader facility in Vancouver, B.C.
 - 1988 - Structural design and site inspection for \$4,000,000 heat exchanger building at
-



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John M. Lorenowich
Project Engineer, President

Canada Malting Co. Limited in Thunder Bay.

- 1986 - Structural design for control room and yard lockerroom buildings at Provincial Papers in Thunder Bay. Project value \$700,000.
- Structural design for pre-engineered domes, bag storage building and truck scale in Nigeria for the Nigerian Grains Board.
- Structural design of new airport buildings for the Ministry of Transportation; Keewaywin, Lansdowne House, Sandy Lake, Wunnimin Lake and Pikangikum.
- Project engineer and structural design for a \$1,000,000 fleet management facility for the Ministry of Natural Resources and Ministry of Government Services.
- Structural design of a \$650,000 maintenance building at Ontario Hydro's Ear Falls operation for Kuch & Stephenson Architects.
- Project engineer, structural design and contract administration of a \$2,000,000 maintenance building for Canada Malting Co. Limited.
- Project Engineer, structural design and contract administration / site inspection of a \$300,000 Aircrew Building at Red Lake Airport for the Ministry of Natural Resources.
- Aircraft hangar building in Pickle Lake.
- Detailed design, contract administration and site inspection of tank farm foundation at Neste Resins in Thunder Bay.
- Replacement of floor beams at water softener floor for Norampac at Red Rock.
- Certification of timber roof beam repairs inside the Pulper Room at Provincial Papers in Thunder Bay.
- Dryden Recreation Complex roof replacement for the City of Dryden.
- Structural evaluation and remedial repairs to the Fort Frances Five Mile Wharf for Public Works & Government Services Canada.
- Detailed design and site inspection for a warehouse entrance enclosure at the GOCB at the Pigeon River Border Crossing for BLJC.
- Structural design for a paper tester laboratory building expansion at Bowater in Thunder Bay.
- Detailed design of building foundation for new Petro-Canada site in Dryden for Bur-Met Construction Ltd.
- Five year arena inspection at the Port Arthur Curling Club.
- Structural analysis of the Turbine Building, Heat Recovery and Old Brown Stock roofs at Marathon Pulp Inc.
- Assessment of fall arrest system inside the Nanatorium at the Canada Games Complex for the City of Thunder Bay.
- Detailed design of new Shift Maintenance Office at Bowater in Thunder Bay.
- Structural design for the conversion of old theatre building into high-tech nightclub called Warp 9 in Fort Frances, Ontario.
- Detailed design and contract administration for the conversion of interpretation area into a banquet hall in the middle of the Visitor's Centre at Old Fort William, Thunder Bay.
- Detailed design of renovations to Costuming Area inside the Administration Building at



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John M. Lorenowich
Project Engineer, President

Old Fort William in Thunder Bay.

- Detailed design of renovations to the Cantine Building at Old Fort William in Thunder Bay.
- Detailed design of renovations to Building 37 at Old Fort William in Thunder Bay.
- Detailed design of remedial repairs to the Fort Frances wharf for Public Works & Government Services Canada.
- Detailed design of modifications to the Dryden Golf and Curling Club banquet hall and outdoor viewing area for Burmet Contracting Limited.
- Structural review and miscellaneous structural designs to complete the latter stages of a \$62,000,000 improvement project at the West Block of Parliament Hill.
- Structural review and certification of office and truck receiving buildings at Nesbitt grain facility in Manitoba.
- Project engineer for feasibility study and detailed design of repairs to Dryden Government Dock for Public Works & Government Services.
- Roof system evaluation at all the buildings on the Canada Malting Co. Limited Thunder Bay facility.
- Arena inspections for the Port Arthur Curling Club, Manitouwadge Complex, Red Lake Arena, Atikokan Arena, Atikokan Swimming Complex, Atikokan Golf and Country Club, Upsala Recreation Centre, and Nakina Community Centre.
- Project engineer and contract administrator for a work/training centre at Lac La Croix for the Ministry of Natural Resources.
- Feasibility study for stabilizing the foundation and roof structure at the Fort William Gardens for the City of Thunder Bay.
- Structural evaluation, detailed design, and contract administration of \$150,000 foundation repairs to Academy Towers parking structure for Northwestern Property Management.
- Project administrator for a \$2,200,000 building renovation program at Old Fort William. The program consisted of eight projects with design briefs, detailed design, tenders and construction performed by numerous sub-consultants and contractors.
- Project engineer for the design of the Armstrong Patrol Garage for the Ministry of Transportation.
- Structural design of a 6400 sq. ft. greenhouse headerhouse in Dryden for the Ministry of Natural Resources.



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George McKay, P.Eng.
Senior Project Engineer

George McKay has nearly 16 years of experience in detailed design and project management of industrial, institutional and civil infrastructure projects. Mr. McKay has project management experience involving projects entailing: structural design, evaluation and condition assessment of existing structures, foundation design and evaluation, formwork/falsework design, storm water management/site drainage, septic field design, demolition of structures, bridge inspection and evaluation, oil containment, roofing, fall arrest and life safety. George also has experience in the use of S-Frame and RISA 3D for the design and evaluation of structures.

Areas of Expertise

- Total Project Management
- QVE for Bridges
- Computer modelling of structures/hydrology
- Report Writing
- Structural and Civil Design
- Site Inspections

Education and Professional Development

Bachelor of Engineering, Civil	Lakehead University, 2003
Civil Engineering Technology Diploma	Lakehead University, 2001

Professional Status

Professional Engineers of Ontario
Association of Professional Engineers, Geologists and Geophysicists of Alberta
Association of Professional engineers and Geoscientists of Saskatchewan
Association of Professional Engineers and Geoscientists of Manitoba
Professional Engineers and Geoscientists of the Province of British Columbia

Professional Experience

- Project Engineer for the roofing replacement at CD Howe Public School for Lakehead Public Schools.
- Project Engineer for the roofing replacement at Ecole Gron Morgan for Lakehead Public Schools.
- Project Engineer for the Municipal Water Booster Station for the City of Thunder Bay.
- Project Engineer for the Dryden Arena renovation for the City of Dryden.
- Project Engineer for the Holy Cross School Addition for Habib Architects.
- Project Engineer for the St. Ignatius High School Addition for Habib Architects.
- Project Engineer for the HMCS Griffon Roof Failure for National Defense Canada.
- Project Engineer for the Demolition of Port Arthur General Hospital for Taranis Contracting Group.
- Project Engineer for the Robert Moore School in Fort Frances, Ontario for EBHW Architecture.
- Project Engineer for the design and site inspection of footings, piers and structural steel for 30,000 square foot 3-story Northern Ontario School of Medicine office



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George McKay, P.Eng.
Senior Project Engineer

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- building on the Lakehead University Campus.
 - Project Engineer for the New Parking Lot at Superior CVI for Lakehead Public Schools.
 - Project Engineer for Drainage Improvements at the Thunder Bay District Jail for CBRE (Infrastructure Ontario).
 - Designer for Roadways Renewal Project at the Thunder Bay District Jail for the CBRE (Infrastructure Ontario).
 - Designer for a New Turning Circle at McIvor Court for Thunder Bay District Housing.
 - Structural inspection/evaluation of the Kakabeka Falls GS Surge Tank Inspection for Ontario Power Generation.
 - Inspector for the Sluice Deck Inspection and Evaluation at the Caribou Falls Generating Station for Ontario Power Generation.
 - Project Engineer for the Flotation and Drying Area Column Repairs for the Mosaic Company (Esterhazy).
 - Project Engineer for the Vent House Cable Trestle for The Mosaic Company (Esterhazy).
 - Project Engineer for Turbine Roof Strengthening for the Marathon Pulp Inc.
 - Inspector for the 2012, 2013 and 2014 inspections of Headframe, Mill Building, Product Storage Bins and Galleries for the Mechanical Integrity Group at K1 Facility.
 - Project Engineer for the Transformer Oil Containment Systems at the Pine Portage and Silver Falls Generating Stations for Ontario Power Generation.
 - Project Engineer for the #2 Loadout Floor and Hatch Structure for The Mosaic Company (Esterhazy).
 - Report preparation for the Life Safety Upgrades at the Kakabeka Falls and Aguasabon Generating Stations for Ontario Power Generation.
 - Project Engineer for the structural inspection of the Bowater Sawmill Crane for Bowater Sawmill in Thunder Bay.
 - Project Engineer for the Shaft Galloway Peer Review at Pinawa Mine in Manitoba for Nordmin Engineering.
 - Project Engineer for the structural design and certification of Various Hatches, Platforms & Ladders at Beck #2, DeCew #1 and DeCew #2 Generating Stations, St. Catherines and Niagara Falls, Ontario for Ontario Power Generation.

TOWN OF FORT FRANCES

BY-LAW NO. 33/19

(Being a by-law to approve an agreement for engineering services with KGS Group awarded through a request for proposal process)

WHEREAS on September 9, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the Request for Proposal for design and consultation for an upgraded HVAC system at the Fort Frances Museum to Kontzamanis Graumann Smith MacMillan Inc. o/a KGS Group (RFP No. 19-OF-09);

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That pursuant to the award of the tender under 19-OF-09, the following agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 23rd day of September 2019.

J. Caul, Mayor

E. Slomke, Clerk

ENGINEERING SERVICES AGREEMENT

dated as of the 16 day of September 2019.

by and between:

TOWN OF FORT FRANCES
 hereinafter called the "Client".

and:

KONTZAMANIS GRAUMANN SMITH MACMILLAN INC.,
 carrying on business as **KGS Group**
 hereinafter called "KGS Group".

AGREEMENT

The Client and KGS Group agree as follows:

A1 THE SERVICES

A1.1 KGS Group will provide the Services (as defined in Schedule "A") in connection with the Project (as defined in Schedule "A"). A short description of the Project is as follows:

19-000-1327 - RFP 19 of 09 - Town of Fort Frances - HVAC Designs

A2 AGREEMENT AND AMENDMENTS

A2.1 This Agreement constitutes the entire agreement between the Client and KGS Group relating to the Project and the Services and supersedes and invalidates all prior representations, arrangements, negotiations, understandings and agreements between them, whether written or oral, respecting the Project and the Services. No other terms, conditions or warranties, whether express or implied, form a part of this Agreement.

A2.2 If the Client issues or has issued a purchase order relating to the Services, any terms and conditions on the purchase order do not apply to this Agreement.

A2.3 This Agreement may be amended only by a written document signed by both the Client and KGS Group. Any such document may be executed in counterpart form.

A3 AGREEMENT DOCUMENTS

A3.1 The documents listed below form part of and are incorporated into this Agreement. In the event of any inconsistency or conflict between those documents, the order of priority in resolving such conflict or inconsistency will be as follows:

- (a) Engineering Services Agreement;
- (b) Schedule "B" – General Terms and Conditions; and
- (c) Schedule "A" – Scope of Services.

A4 COMPENSATION AND PAYMENT TERMS

A4.1 The Client will compensate KGS Group as set forth in Schedule "A".

A4.2 Unless otherwise stated in Schedule "A", KGS Group will issue monthly invoices to the Client. Invoices are due and payable within 30 days of receipt.

A4.3 The Client will be charged interest at the rate of 1.5% per month (18% per year) on all past-due accounts. Payments will first be credited to interest and then to principal.

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their duly authorized representatives.

Kontzamanis Graumann Smith MacMillan Inc.
 (o/a KGS Group)
 Per:

Signature

Bryan Skrabek, M.Sc., P.Eng.
 Print Name

Regional Manager
 Title

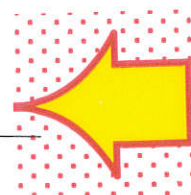
Town of Fort Frances

Per:

Signature

Print Name

Title



SCHEDULE "A"

SCOPE OF SERVICES

Please see the attached KGS Group Proposal 19-000-1327_R1 and RFP 19 of 09 - Town of Fort Frances - HVAC Designs dated September, 2019.

SCHEDULE B – GENERAL TERMS AND CONDITIONS

GC1. DEFINITIONS

GC1.1 "Agreement" or "this Agreement" means this Engineering Services Agreement between KGS Group and the Client, including all of the documents identified in **A-3 - AGREEMENT DOCUMENTS** and any amendments thereto.

GC1.2 "Engineering Documents" means drawings, plans, models, designs, specifications, reports, photographs, computer software (if such computer software is proprietary to KGS Group), surveys, calculations and other data which are used in connection with the Project, and which were prepared by or on behalf of KGS Group and are instruments of service for the execution of the Work.

GC1.3 "Project" means the total endeavour contemplated in this Agreement of which the Services or the Work may be the whole or a part.

GC1.4 "Services" means those services that are identified in Schedule "A".

GC1.5 "Third Party Documents" means any shop drawings, as-built drawings, record drawings, other drawings, designs, reports or any other documents provided by the Client or third parties;

GC1.6 "Work" means any construction and/or related work performed by contractors, subcontractors or suppliers in connection with the Project.

GC2. TERM

GC2.1 This Agreement is effective as of the earlier of: (i) the date herein; or (ii) the date the Services are first performed by KGS Group and will continue in effect until KGS Group completes the Services, unless this Agreement is terminated earlier in accordance with the provisions hereof.

GC2.2 The provisions at **A4** (Compensation and Payment Terms), **GC5** (Ownership and Use of Documents and Intellectual Property) and **GC8** (Limitation of Liability) will survive the termination or expiry of this Agreement for any cause.

GC3. OBLIGATIONS OF KGS GROUP

GC3.1 KGS Group will provide the Services with that degree of care, skill and diligence normally provided by engineers in the performance of comparable services in respect of projects of a similar nature to that contemplated by this Agreement.

GC3.2 KGS Group will not be responsible for:

- (a) the performance, acts or omissions of any contractors, subcontractors or suppliers;
- (b) nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of contractors, subcontractors or suppliers; and
- (c) safety precautions, programs, policies or procedures required in connection with the Work or for site safety at any location where Work is being performed.

GC3.3 KGS Group is entitled to rely upon the accuracy and completeness of records, information, data and specifications furnished by:

- (a) government authorities and public utilities; and
- (b) manufacturers and suppliers of equipment, material or supplies.

GC3.4 KGS Group will not be responsible for the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with the manufacturer's specifications, product literature or written documentation.

GC3.5 Unless otherwise specifically stated in Schedule "A", KGS Group will not make any on-site reviews.

GC3.6 If on-site reviews are specifically included in Schedule "A", KGS Group will attend the location where Work is being performed at such intervals as KGS Group considers to be appropriate or as otherwise specifically set out in Schedule "A". The presence of KGS Group's personnel at any location where Work is being performed is for the purpose of providing to the Client a greater degree of confidence that the Work will conform generally to any construction contracts or documents and that the integrity of the design concept as reflected in any construction contracts or documents has been implemented and preserved by the contractor(s) performing the Work. Only Work which KGS Group has reviewed during construction will be considered to have been assessed. Should KGS Group comment on parts of the Work which it has not reviewed during construction, KGS Group's comments must be construed as being assumptions only and must not be relied upon by the Client.

GC3.7 In soils, foundation, groundwater and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the cost and/or schedule of the Project. Those conditions and/or the effect those conditions may have on the cost and/or schedule of the Project are not the responsibility of KGS Group.

GC3.8 Any estimates or opinions regarding probable construction costs or construction schedule provided by KGS Group represent KGS Group's professional judgment in light of its experience and the knowledge and information available to it at the time of preparation. KGS Group has no control over prices for construction labour, equipment or materials or bidding procedures, time or quality of performance of contractors, suppliers and manufacturers and other market or economic factors that may materially affect construction costs or schedule. Therefore, KGS Group does not make any representations, warranties or guarantees whatsoever, whether express or implied, with respect to such estimates or opinions, or their variance from actual construction costs or schedule, and accepts no responsibility for any loss or damage arising therefrom. If the Client wishes to secure an estimate or opinion regarding probable construction costs or schedule upon which it can rely, the Client is at liberty to retain a qualified quantity surveyor or an independent expert.

KGS Group Schedule B - General Terms and Conditions

GC3.9 Third Party Documents will be reviewed by KGS Group only for the limited purpose of checking for general conformance with the information given and design concept expressed in any construction contracts or documents. KGS Group's review of Third Party Documents is not for the purpose of:

- (a) determining the feasibility or constructability of the information detailed within the Third Party Documents; or
- (b) verifying the accuracy or completeness of:
 - i. details such as dimensions and quantities; or
 - ii. instructions for installation or performance of equipment or systems;

and KGS Group will not be liable to the Client or any other party with respect to any inaccuracy or omission in any Third Party Documents.

GC3.10 Unless otherwise specifically stated in Schedule "A", KGS Group is not responsible for the identification, reporting, analysis, evaluation, presence, handling, removal or disposal of asbestos or other hazardous substances, or for the exposure of persons, property or the environment to asbestos or other hazardous substances.

GC3.11 Unless otherwise specifically stated in Schedule "A", all samples obtained by KGS Group, including soil samples, may be discarded by KGS Group after 30 days from the date of submission of KGS Group's report to the Client.

GC3.12 Except as otherwise agreed in writing, all of the Services shall be for the Client's internal purposes and use. The Services are not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports and/or other materials given or provided by KGS Group to the Client under this Agreement without the prior written consent of KGS Group. The Client further agrees that such advice, opinions, reports and/or materials shall not be distributed to any third party without the prior written consent of KGS Group.

GC4. OBLIGATIONS OF THE CLIENT

GC4.1 The Client will advise KGS Group of the Client's requirements in connection with the Project, including but not limited to, design objectives, time and other constraints, special equipment and systems and the budget for the Project.

GC4.2 The Client will, as soon as possible, make available to KGS Group all relevant data and information that KGS Group may need to perform the Services. KGS Group will, acting reasonably, be entitled to rely upon the accuracy and completeness of all such data and information furnished by or through the Client.

GC4.3 Unless otherwise specifically stated in Schedule "A", the Client will engage third parties directly to perform ancillary or specialized services that are necessary to enable KGS Group to carry out the Services. Such ancillary or specialized services may include, but are not limited to, legal or topographic surveys, mapping, quantity surveys and testing services. The Client will be entitled to determine which third parties to engage but will consult with KGS Group prior to doing so.

GC4.4 The Client is responsible for obtaining legal advice regarding tenders, requests for a proposal, quotation or information, bids, contract awards and the like, regarding the Project. The Client is responsible for decisions relating to the issuance, validity or award of tenders, proposals, bids or contracts and the like, and for the resulting consequences, even where the Services require KGS Group to review, evaluate or assist in the preparation of tenders, proposals, bids or contracts and the like or to make recommendations regarding them or regarding the qualification or selection of bidders.

GC4.5 The Client will designate in writing a representative who will have authority to transmit instructions to and receive information from KGS Group and to bind the Client.

GC4.6 The Client will promptly consider requests by KGS Group for directions or decisions and diligently inform KGS Group of the Client's direction or decision within a reasonable time so as not to delay the Services and/or the Work.

GC4.7 Unless otherwise specifically stated in Schedule "A", the Client will obtain required approvals, licenses and permits from municipal, governmental or other authorities having jurisdiction over the Project so as not to delay the Services and/or the Work.

GC4.8 If necessary, the Client will arrange access to any location that KGS Group must access to perform the Services.

GC4.9 The Client will promptly notify KGS Group whenever the Client or any of the Client's representatives becomes aware of any defects or deficiencies in the Services or the Engineering Documents.

GC5. OWNERSHIP AND USE OF DOCUMENTS AND INTELLECTUAL PROPERTY

GC5.1 The Engineering Documents are the property of KGS Group.

GC5.2 KGS Group retains ownership of all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the Engineering Documents, the Services or from concepts, products or processes which are developed or first reduced to practice by KGS Group in performing the Services. The Client will not use, infringe or appropriate such proprietary rights without the prior written consent of KGS Group.

GC5.3 Provided that the Services have been paid for in full, the Client will receive a royalty-free, non-transferable, non-exclusive license to use any proprietary concept, product or process of KGS Group which relates to or results from the Services for the life of the Project and solely for purposes of its maintenance and repair.

GC5.4 The Client will not, without notifying KGS Group and obtaining KGS Group's prior written consent:

- (a) provide the Engineering Documents to third parties for purposes other than in connection with the Project;
- (b) alter the Engineering Documents; or
- (c) use the Engineering Documents on any other projects.

KGS Group Schedule B - General Terms and Conditions

GC5.5 The Client will indemnify and hold harmless KGS Group from and against any and all demands, claims, actions, losses, expenses, causes of action, liabilities and costs (including legal costs on a solicitor and own client basis) incurred as a result of any breach of this Article GC5. In no event will KGS Group be responsible for the consequences of any such breach.

GC6. TERMINATION AND SUSPENSION

GC6.1 The Client may terminate this Agreement without cause on 30 days written notice to KGS Group. In such event, the Client will promptly pay to KGS Group:

- (a) the fees and disbursements of KGS Group that are incurred and unpaid up to the date of termination; and
- (b) the expenses reasonably and necessarily incurred by KGS Group in winding down the Services.

GC6.2 If KGS Group is in material default in the performance of its obligations under this Agreement, the Client may notify KGS Group in writing that the default must be corrected. If KGS Group does not correct the default within 30 days after receipt of such written notice or if KGS Group does not take reasonable steps to correct the default if the default is not susceptible of correction within 30 days, the Client may terminate this Agreement upon further written notice to KGS Group, without prejudice to any other rights or recourses of the Client. Such termination will not release the Client from its obligation to pay the fees and disbursements incurred by KGS Group up to the date of termination.

GC6.3 If the Client is in material default in the performance of any of the Client's obligations under this Agreement, including but not limited to the non-payment of fees and disbursements of KGS Group, KGS Group may notify the Client in writing that the default must be corrected. If the Client does not correct the default within 30 days after receipt of such written notice, KGS Group may terminate this Agreement upon further written notice to the Client, without prejudice to any other rights and recourses of KGS Group.

GC6.4 The Client may suspend the Services for the convenience of the Client. In such event, KGS Group's fees, disbursements and schedule will be equitably adjusted.

GC6.5 If the Client suspends performance of the Services at any time for more than 30 days, then KGS Group may choose to terminate this Agreement upon written notice to the Client. In this event, the Client will promptly pay the fees and disbursements of KGS Group that are incurred and unpaid as of the date of such termination, plus the expenses reasonably and necessarily incurred by KGS Group in winding down the Services.

GC7. FORCE MAJEURE

GC7.1 Neither party will be in default of this Agreement where the failure to perform an obligation is caused by or resulting from conditions or causes beyond its reasonable control. In such an event, each party will be allowed a reasonable period of time to fulfill its remaining obligations under this Agreement having regard to the applicable

circumstances. Nothing herein will limit the obligation for any party to make any payment required by this Agreement.

GC8. LIMITATION OF LIABILITY

GC8.1 In this Section GC 8:

- (a) "Client Claims" means any and all claims (which includes demands, losses, expenses, causes of action, liabilities and costs, including without limitation for all legal costs on a solicitor and own client basis) by the Client against any of the KGS Group Indemnified Parties, or third parties claiming contribution or indemnity from any of the KGS Group Indemnified Parties, that are related to or connected with this Agreement, including without limitation the performance of or failure to perform the Services, whether such claims arise in contract, tort (including without limitation negligence) or under any other cause of action, and "Client Claim" means any one of them;
- (b) "KGS Claims" means any and all claims (which includes demands, losses, expenses, causes of action, liabilities and costs, including without limitation for all legal costs on a solicitor and own client basis) by KGS Group against the Client that are related to or connected with this Agreement, whether such claims arise in contract, tort (including without limitation negligence) or under any other cause of action, and "KGS Claim" means any one of them;
- (c) "KGS Group Indemnified Parties" means KGS Group including, KGS Group's principals, officers, directors, employees, independent contractors, agents, representatives, subconsultants and/or subcontractors;
- (d) "Liability Limit" means (i) the total fees paid by the Client to KGS Group under this Agreement, or (ii) \$200,000, whichever is greater.

GC8.2 Notwithstanding any other provision of this Agreement, the liability of the KGS Group Indemnified Parties for Client Claims will not, in the aggregate, exceed the Liability Limit. Further, the Client agrees that it will indemnify and hold harmless the KGS Group Indemnified Parties from and against Client Claims which exceed the Liability Limit.

GC8.3 The Client agrees that KGS Group's principals, officers, directors, employees, independent contractors, agents, representatives, subconsultants and/or subcontractors will have no liability to the Client in respect of a Client Claim. Accordingly, the Client agrees that it will bring no proceedings and take no action in any court of law against any of KGS Group's principals, officers, directors, employees, independent contractors, agents, representatives, subconsultants or subcontractors.

GC8.4 The liability of each party with respect to a Client Claim or KGS Claim, as the case may be, is limited to direct damages only and neither party will have any liability whatsoever for indirect, incidental, economic or consequential loss or damage, including and whether or

KGS Group Schedule B - General Terms and Conditions

not the following are determined in any proceeding to be direct damages: loss of profit, loss of revenue, loss of production, loss of business, loss of contracts or loss of opportunity and/or increased cost of capital, increased cost of financing or increased cost of overhead.

- GC8.5 In any Client Claim, the Client agrees that KGS Group's liability will be several and not joint and several and that the Client will only be entitled to claim payment from KGS Group of KGS Group's proportionate share of the total liability based on the degree of fault of KGS Group as finally determined by a court of competent jurisdiction.

GC9. GENERAL LEGAL PROVISIONS

- GC9.1 Neither party may assign this Agreement in whole or in part without the written consent of the other, which consent will not be unreasonably withheld.
- GC9.2 No action or failure to act by the Client or KGS Group will constitute a waiver of a right or duty afforded or imposed under this Agreement, except as may be specified in writing.
- GC9.3 This Agreement will be construed and governed by the laws of the province in which KGS Group has executed this Agreement. The parties attorn to the jurisdiction of the courts of that province.
- GC9.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the remaining terms and provisions in this Agreement will remain in full force and effect.
- GC9.5 This Agreement, any amendment or other document delivered in connection herewith, may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to approve a Service Agreement with CIMCO Refrigeration for the Memorial Sports Centre)

WHEREAS on September 9, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities to enter into an agreement with CIMCO Refrigeration to provide preventative maintenance services at the Memorial Sports Centre;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

- 1. That the following agreement in the form of the schedule A attached to this by-law be approved for the Clerk & Mayor to sign and affix the Corporate Seal thereto:

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 23rd day of September 2019.

J. Caul, Mayor

E. Slomke, Clerk

TOROMONT

CIMCO

Proposal for MEMORIAL SPORTS CENTRE -Fort Frances

Prepared By:

David Balamatowski, Team Lead - Recreation Service Sales
dbalamatowski@toromont.com

Prepared For:

Travis Rob, Manager of Operations & Facilities
740 SCOTT STREET
FORT FRANCES, ON P9A 1H8
trob@fortfrances.ca

Jul 18, 2019 -Renewed- Sept 16,2019

CSA - CIMCO Service Agreement 2019-2024
Preventative Maintenance Contract

CIMCO is pleased to present a Customer Service Agreement (CSA) between CIMCO Refrigeration and MEMORIAL SPORTS CENTRE -Fort Frances located on 740 SCOTT STREET, in FORT FRANCES, ON.

CIMCO CSA Commitment

- All labour necessary to inspect and maintain the subject equipment in good operating condition
- Pre Start, Start up and Shut down.
- Mid season inspection of the equipment
- Provide you with a completed Service Technicians Report indicating what repairs, if any, are necessary.
- Provide you with a completed CIMCO Certified inspection form for each servicing.
- Instruction for the proper operation of your equipment for optimal performance and efficiency.
- Brine and water sample analyses – taken mid-season- recommendations/corrections at start-up.
- CIMCO will guarantee repairs/overhauls 90 days from when equipment is placed back in service.

CIMCO is committed to providing the following additional services as part of this Customer Support Agreement

- Provide access to CIMCO mechanic to clearly identify and educate on system and component issues.
- Preferential service
- Discounted Parts and Services
- Access to engineering services
- Dedicated technical account manager
- Asset planning assistance

ANNUAL INSPECTIONS/MAINTENANCE

- Calcium chloride Brine & Cooling tower water Analysis
- Oil changes on reciprocating compressor – Plant 52
- Overhauls on reciprocating compressors as required - Plant 52
- Inspect Control Panel
- Annual Ammonia Detector calibration
- Inspect & Test Safety & Limiting devices
- Complete Plant inspection Includes the following:

ANNUAL INSPECTIONS/MAINTENANCE

<u>Compressors</u>	Electrical	General
<ul style="list-style-type: none"> Record Hour Meter Reading Check Isolation Valves Oil Pressure Discharge Temperature Suction Pressure Discharge Pressure Check Motor bearings Oil Temperature Check Shaft Seals Grease Motors Check Couplings/Alignment 	<ul style="list-style-type: none"> Condition of Contactors Condition of Terminals Indicator Bulbs Tighten contacts <p>Water Tower</p> <ul style="list-style-type: none"> Fan Motor Operation Fan Belt Condition Check for excessive Leaks Inspect Nozzles/clean as req. Clean Strainer Check operation of valves 	<ul style="list-style-type: none"> Review Customer Logs Complete visual inspection of all working components Piping, Vibration, Hangers Grease all Motor Bearings Brine/Glycol Level & Strength Checked Brine Pump Couplings Checked Brine Pump Motors Greased Take Brine & Water Samples Adjust all necessary belts Check Relief Valve status

Mid Season Inspection

1. Visual inspection of compressors, drive motors & belts
2. Condenser eliminators, piping & belts inspection
3. Circulating brine pumps performance, leaks, noises
4. Isolating & controls valves performance, leaks, noises
5. Compressor room ventilation system operation, noises
6. Lubrication and filter changes as required
7. Inspections to be scheduled at mutually agreed date

Service Provided

Brine Sample and Analysis (Sample to be taken during in Mid-Season inspection) Brine sample should be taken once a year on both chiller systems and on the common heating methanol solution. These samples are to be taken while onsite performing other services.

Calibration of Gas Detector: Calibrate and certify Ammonia detector. Calibration to be completed once per year. Includes test gas, calibration certification sticker, and report.

Oil Analysis for the Compressors (Sample to be taken during in Mid Season)

Oil analysis should be done once a year to monitor premature compressor wear, monitor oil condition and bearing wear and set a database on the conditions. These sample to be taken while onsite performing other services.

Dehumidifier Inspection

For the dehumidifier inspection of all units, the servicing to these units should be addressed by the customer's request. The filters will be replaced during inspection, if necessary. Your staff should inspect the filters monthly. Customer to supply all filters and man lift.

Compressor Vibration Data and Analysis (Frick Compressors)

This process will provide you with a database on the condition of your compressors and electrical drive motors, from which indicates compressor operation and internal bearing/thrust wear conditions, including drive-coupling wear.

Once a year, CIMCO will perform an inspection of Pressure Relief Valves, Pressure Limiting Devices Mandatory maintenance required for compliance with CSA B52-2005 Refrigeration Code.

24 Hour Emergency Service

In the event that issues arrive between regular inspections, CIMCO REFRIGERATION will make every reasonable effort to provide prompt service, to perform the necessary adjustments that may be required.

Travel Expenses

Traveling expenses incurred for regular scheduled inspections involving the cost of travel time, transportation, food and lodging shall be included in the total price as indicated in the contract. Travel time and expenses incurred for other than regular scheduled examination shall be charged as extra when the necessitated trip occurs. Such visits shall only be made upon request and permission of your Authorized Representative.

You will be charged a flat rate of **\$ 975.00** per call for direct travel to site and return for services outside the parameters of the CSA. If travel is shared, the fee will be reduced accordingly. Lodging and on site hours are not included.

Memorial Arena – Fort Frances maintenance personnel to perform the following duties:

DAILY

- Maintain log sheets (CIMCO to Provide log book)
- Report any concerns to CIMCO Service department immediately
- Record running time of compressors.
- General visual inspection of plant
- Check brine level in expansion tank

WEEKLY

- Check Belt Tension and adjust if necessary, for all drives
- Check for Ammonia Leaks

ANNUALLY- OFF SEASON

- Remove trench covers and dry out trenches
- Clean condenser cooling coil (maintain chemical treatment)
- Repaint equipment as required
- Check for Ammonia leaks
- Check brine levels.- maintain level in expansion tanks

GENERAL RESPONSIBILITIES

OWNER WILL:

- Operate the equipment in accordance with the manufacturer's instruction.
- Give CIMCO at least two weeks' notice for annual plant Start-up and Shut-down
- Promptly notify CIMCO of any unusual operating conditions.
- Move any stock, fixtures or partitions needed to facilitate CIMCO's work.
- Ample notice to CIMCO Service Team when appointment needs to be rescheduled
- When calling for service, please provide detailed information of the failure, what may have led up to it, and what actions have been taken since.
- Provide access to equipment when required,
- Permit only CIMCO personnel to work on specified equipment - obtain written (e-mail) consent in the event of emergency service required.

Customer Service Agreement holders have preferential service over other types of service activity normally undertaken by CIMCO.

Exclusions

Not included:

- Electrical field, power, or control wiring.
- Gas detector sensors.
- Major equipment failures- Chillers, Evaporative Condenser or a complete compressor.
- Repairs due to freezing, contamination or corrosion.
- Moving or relocating equipment.
- Rink Floor, Rink Piping & Headers, Insulation, Vessels, Consumable oil, Brine Electrical field, power, or control wiring, Underfloor heating.
- Cabinets, fixtures, boxes or sheet metal casings, ductwork, dampers, regulating devices and cooling tower fill.
- Work or repairs made necessary by changes to government / by-laws or building regulations.
- Replacement of equipment when parts are no longer available to make the necessary repairs.
- Major equipment rental – cranes, zoom booms etc.
- Ammonia, Glycol, Brine and/or Inhibitors.
- Damages incurred due to: Acts of God, vandalism or accidents, malpractice, freeze ups, corrosion or simply intentional or unintentional damages to system.
- All work required outside of CIMCO regular working hours requested or required by owner.
- Additional refrigerant charge, top up of oil or other fluids.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this customer support agreement.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.

Equipment List

We propose to service and provide preventative maintenance and repairs to the equipment specified below, located at Memorial Arena – Fort Frances

The following equipment will be included under this CSA. The specific inspection, scheduled preventative maintenance, and coverage is outlined as per the scope of work and terms within this agreement.

Qty	Equipment	Model	Manufacturer	Other
	"52 Arena"			
1	Compressor	N6WA	Mycom	50 HP
1	Compressor	N4 AHF	Mycom	50 HP
1	Brine Pump	4030	Armstrong	20 HP
1	Arena Chiller	Shell & Tube	CIMCO	20' x 14 "
1	Condenser	ATC-187B	EVAPCO	5 HP
1	Condenser Pump	4280	Armstrong	3 HP
2		RXF-30	Frick	
	"IFK Arena"			
2	Compressor RXF-30 - 45 TR	RXF-30	Frick	75 HP
1	Arena Brine Pump	FE5010	TACO	20 HP
1	Arena Chiller	Shell & Tube	CIMCO	20' x 14 "
1	Condenser	eco-ATC-210A	EVAPCO	7.5 HP
1	Condenser Pump	FE2008	TACO	5HP

GENERAL

CIMCO will offer the following services as part of the Customer Support Agreement.

We shall furnish **Customer Service Agreement** holders service beginning on **July 1st, 2019** and shall continue for **5 years**. This agreement is subject to revision and/or cancellation on the anniversary date, by written notice by either party at least **90 days** prior to the anniversary date.

During the term of this agreement, CIMCO will take all reasonable precautions to avoid any damages to property or injury to persons.

We will not be liable for any damages caused by obsolescence or acts of God or any special, incidental, or consequential damages resulting from the use of this equipment during the life of this agreement.

This agreement, at the option of CIMCO, is rendered invalid if payment is not received within thirty (30) days from the effective date of our invoice.

This proposal will become an Agreement solely between us if accepted by you and approved in writing by our authorized officer and any rights, which you have, will be only against us. There are no other parties to this agreement.

Pricing

Customer Service Agreement service will be supplied by CIMCO for five years with the cost as follows:

PAYMENT SCHEDULE

CSA PRICING							
	2019	2020	2021	2022	2023	Equal Payments	
Yearly	\$ 26,200.00	\$26,724.00	\$27,258.00	\$27,803.00	\$28,359.00	5 Years	\$ 136,344.00
Monthly	\$ 2,183.33	\$ 2,227.00	\$ 2,271.50	\$ 2,316.92	\$ 2,363.25	Monthly	\$ 2,272.40
Quarterly	\$ 6,550.00	\$ 6,681.00	\$ 6,814.50	\$ 6,950.75	\$ 7,089.75	Quarterly	\$ 6,817.20
						Annual	\$ 27,268.80

Parts required will be a provided at discounted rate for length of contract. 15-25% or greater discount off of list price.

Payments PRICES DO NOT INCLUDE TAXES

Preferred Labour Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Labour Rate	\$105.00	\$107.00	\$109.00	\$111.00	\$113.00
Over Time Rate	\$157.50	\$160.50	\$163.50	\$166.50	\$169.50
Double Over Time Rate	\$210.00	\$214.00	\$218.00	\$222.00	\$226.00
Programming per Hour Rate	\$155.00	\$158.00	\$161.00	\$164.00	\$167.00
Health & Safety charge + Misc. Shop supply	\$6.65	\$6.70	\$6.80	\$6.90	\$7.00

CSA Terms

This **Customer Support Agreement (CSA)** starts on the date of the purchase order has a term of 5 Years and will continue from term to term until otherwise specified.

The Total for the 5 year term is \$136,344.00 (all taxes extra)

Please choose Option of Payment

Amortized			Annual Increase		
Monthly Payments	\$ 2,272.40	<input type="checkbox"/>	Monthly Payments	\$2,83.33 - \$2,363.25	<input type="checkbox"/>
Quarterly Payments	\$ 6,817.20	<input type="checkbox"/>	Quarterly Payments	\$6,550.00 - \$7,089.75	<input type="checkbox"/>
Annual Payments	\$27,268.80	<input type="checkbox"/>	Annual Payments	\$27,268.80 - \$28359.00	<input type="checkbox"/>

TAXES: Please add HST to payment

Purchaser hereby agrees to pay interest at the rate of 18 percent per annum on sums overdue according to the terms of payment. This **CSA** can be cancelled by providing written notice by either party 90 days prior to the then current term.

Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries, and the client MEMORIAL SPORTS CENTRE -Fort Frances.

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

Authorized Signature: The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client: _____ Date: _____

Purchase Order :

ADDITIONAL SERVICES:

Oil Changes and Filter replacement (Frick Compressors, Based on Oil sample results) **\$3,000.00 ea.**

Service to be done when compressors are due for oil changes contingent on the number of operating hours or when results of oil analyses indicates that servicing is required. This amount includes the supply and replacement of the oil and oil filters including labour and associated costs. Please note, customer to dispose of oil.

Taxes – Parts and Materials

You are accountable for taxes imposed by any existing or future law and the amount of any tax imposed upon us, our suppliers or under any statute court decision rule or regulation becoming effective after the date of this proposal which is based upon or incident to the transfer, use ownership or possession of the materials or equipment involved in the performance hereof or the services rendered hereunder. You shall at all times and at your own cost, maintain comprehensive bodily injury and property damage insurance including bodily injury and property damage caused by ownership, use or operation of the equipment described herein.

Terms & Conditions

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold hereunder (the "goods") shall remain in the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorises the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are or are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys' fees and expenses) connected therewith (the "net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

(e) Until the Contract Price has been paid in full, the Purchaser will not sell or agree to sell, or mortgage, charge or dispose of, or intentionally injure the goods or remove them from the place of initial installation.

2.PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs hereunder, such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labour rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor 's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.

3.DELIVERY AND INSTALLATION - Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labour dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 8 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

4.RESPONSIBILITY AND INSURANCE

(a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.

(b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.

(c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.

(d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

5.TERMS OF PAYMENT

(a) Unless otherwise specified in this Quotation/Contract, payment shall be made by the Purchaser to the Vendor in respect of the Contract Price as follows:

(i) Goods sold without installation: 25% upon acceptance of this quotation by the Purchaser; an amount representing the value of each shipment, payable upon delivery; and the unpaid balance upon final shipment.

(ii) Goods sold with installation: 25% upon acceptance of this quotation by the Purchaser; an additional 30% upon written notification by the Vendor to the Purchaser that the goods are ready for shipment; an additional 35% immediately after installation but prior to the commencement of operation of the goods or related systems; and a final payment of 10% upon completion.

(b) Timely payment according to the terms of this Quotation/Contract is of the essence of the contract.

(c) Payment shall be made in the specified currency.

6.WARRANTY - UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HEREUNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

(a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.

(b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the jobsite and charges for labour performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.

(c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.

(d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.

(e) As a condition precedent to any liability by the Vendor hereunder, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.

(f) THE FOREGOING CONSTITUTES THE PURCHASER'S EXCLUSIVE REMEDY AND THE VENDOR'S SOLE LIABILITY ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, INSTALLATION, OR USE OF THE GOODS.

(g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

7. The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor's negligence.

8. CHANGE IN SCOPE OF WORK - If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorised officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when inconsistent therewith, shall be subject to all its provisions.

9. COMPLETION AND ACCEPTANCE OF WORK

(a) In respect of goods sold without installation, 'Completion' shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.

(b) In respect of goods sold with installation, and unless otherwise defined in this Quotation/Contract, 'Completion' shall be deemed to occur when any one of the following events takes place:

- (i) The Purchaser signs an acceptance certificate;
- (ii) The Vendor has installed and, where applicable, successfully tested the installation;
- (iii) The Purchaser commences regular use of the goods or related systems;
- (iv) An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.

(c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honour the warranty provisions contained herein.

(d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

10. BONDS - Performance bonds and material and labour payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

11. MISCELLANEOUS

(a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the Province of Ontario without regard to that province's rules governing conflict of laws.

(b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.

(c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights hereunder or collecting or attempting to collect all amounts due the Vendor hereunder following default by the Purchaser in the payment or performance of its obligations hereunder, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.

(d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent except that the Vendor may not assign its warranty obligations without the Purchaser's written consent.

(e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.

(f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY THE DULY AUTHORISED OFFICER OF THE VENDOR EXECUTING THIS QUOTATION/CONTRACT.



Fort Frances District Office
922 Scott Street
Fort Frances, Ontario
P9A 1J4

Ministry of Natural
Resources and Forestry

Ministère des Richesses
naturelles et des Forêts

Tel: (807) 274-5337
Fax: (807) 274-4438

September 16th, 2019

Dear Crossroute Forest Resource User,



Re: Inspection of the Approved 2019 Slash Pile Burn Plan for the Crossroute Forest

The Ontario **Ministry of Natural Resources and Forestry (MNRF)** invites you to inspect the MNRF-approved prescribed burn plan for slash pile burning that will be carried out in the **Crossroute Forest** (see map).

As part of our ongoing efforts to regenerate and protect Ontario's forests, some recently harvested areas have been selected to be burned under the guidelines of the MNRF's *Prescribed Burn Manual*. The prescribed burn will reduce the area covered in slash piles while increasing the area available for regeneration and reducing the fire hazard. The burn is scheduled for ignition between **October 16, 2019** and **February 15, 2020**

The approved prescribed burn plan for slash pile burning, including specific locations and maps, is available for public inspection by appointment during normal business hours at the office of Resolute FP Canada Inc. and on the Ontario government website at **www.ontario.ca/forestplans** until **March 31, 2020** when the Annual Work Schedule expires.

Interested and affected persons and organizations can arrange an appointment with MNRF staff to discuss the prescribed burn plan. For more information or to discuss the prescribed burn plan, please contact:

MNRF Contact

Philip Cooze or Sam Hawken
Ministry of Natural Resources
and Forestry
922 Scott St.
Fort Frances, ON P9A 2T4
807-274-8639 or
807-274-8603

MNRF Contact

Renee Perry
Ministry of Natural Resources
and Forestry
108 Saturn Ave.
Atikokan, ON P0T 1C0
807-597-5010

Company Contact

John Lawson
Resolute FP Canada Inc.
2001 Neebing Ave.
Thunder Bay, ON
P7E 6S3
807-475-2440

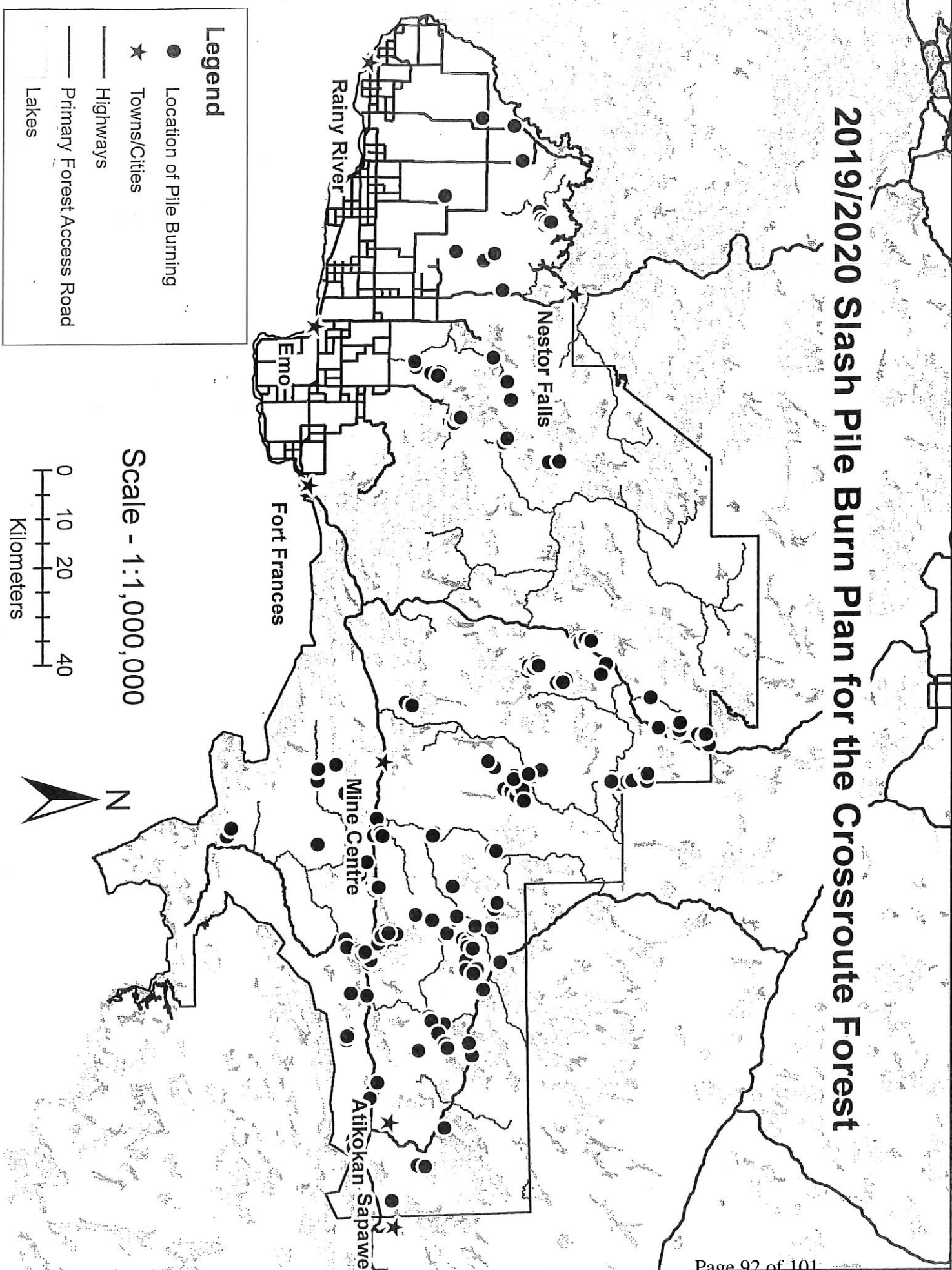
Yours truly,

Greg Chapman
District Manager
Fort Frances District

Office Hours 8:30 – 4:30 Monday to Friday
Closed 12:00 – 1:00

"Your comments regarding our services are welcome at anytime"

2019/2020 Slash Pile Burn Plan for the Crossroute Forest



TOWN OF FORT FRANCESMINUTESSESSION NO. # 16September 3, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room on September 3, 2019 from Noon p.m. to 12:45 p.m.

PRESENT: Chairperson W. Brunetta, Councillor A. Hallikas and Mayor J. Caul

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, E. Slomke (12:02 p.m. to 12:26 p.m.), Clerk, C. Vangel, Building and Planning Department (12:02 p.m. to 12:26 p.m.), T. Moffit, Fire Chief/CEMC (Noon to 12:11 p.m.), K. Lawson, Deputy Clerk

REGRETS: Councillor D. Judson

1. Call to Order - Noon

2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

2.1 D. Brown, CAO - Community Safety and Well Being (CSWB) Plan.

3. Disclosure of pecuniary interest and the general nature thereof

3.1 Mayor June Caul disclosed an interest in agenda item 7.5 stating that the 2019 AMO Conference Travel and Per Diem Claim was hers. She did not participate in any discussion of this matter.

4. Approval of Previous Committee Minutes

4.1 Session No. 15 dated August 6, 2019.

Hallikas-Caul: Approved as presented.

CARRIED

5. In-Camera - no items identified

6. Items Referred from Council

6.1 Northwest Ontario's Sunset Country Travel Association - Annual Marketing Contribution.
- committee recommended approval of the Northwest Ontario's Sunset Country Travel Association annual per diem request in the amount of \$2,187.63 plus hst.

- 6.2 Waiving of Sunny Cove Camp Rental Fees - Watten Fire Department.
- committee recommended approving the donation request from the Watten Volunteer Fire Department in the amount of \$300.00 and further that the \$300.00 be applied against their outstanding accounts receivable with a follow up letter being sent.
- 6.3 Request for Community Improvement Incentives (Belluz Concrete).
- this item was deferred to allow for additional information.

7. New Business

- 7.1 Additional Equipment for Triple Combination Custom Pumper Fire Truck.
- committee recommended approving the purchase of additional equipment for the new Triple Combination Custom Pumper Fire Truck in the amount of \$7,085.00 which will bring the total net tender cost of the new vehicle to \$608,030.25.
- 7.2 Failed High-Volume Fire Hose.
- committee recommended receiving the information report as presented.
- 7.3 Collections (Accounts Receivable, Taxation and Water & Sewer) Policy Update.
- committee recommended approval of the Collection (Accounts Receivable, Taxation and Water & Sewer) Policy No. 1.9 policy as presented.
- 7.4 D. Brown, CAO - AMO Conference Travel Expense and Per Diem Claim.
- committee recommended approval of the Travel Expense in the total amount of \$451.50 as submitted by Doug Brown, CAO for his attendance at the AMO Conference in Ottawa, August 18-21, 2019.
- 7.5 Mayor June Caul - AMO Conference Travel Expense and Per Diem Claim.
- committee recommended approval of the Travel Expense in the total amount of \$807.00 as submitted by Mayor June Caul for her attendance at the AMO Conference in Ottawa, August 18-21, 2019.
- 7.6 Councillor Douglas Judson - AMO Conference Travel Expense and Per Diem.
- committee recommended approval of the Travel Expense in the total amount of \$1,384.65 as submitted by Councillor Douglas Judson, CAO for his attendance at the AMO Conference in Ottawa, August 18-21, 2019.

8. Non-agenda Items

- 8.1 Joint Community Safety and Well Being (CSWB) Plan for the Rainy River District.
- D. Brown, CAO provided an overview of the report. Committee recommended approval to authorize the Rainy River District Social Services Administration Board, by way of a formal resolution, to administer a completed Joint Community Safety and Well Being (CSWB) Plan.

9. Information

- 9.1 Fire & Rescue Service - July 2019 Report. - received as information.
- 9.2 Town of Fort Frances (General Fund) Operating Summary for the Seven Months Ending Wednesday, July 31, 2019. - received as information.
- 9.3 Town of Fort Frances Water and Sewer Fund (Operating) Summary for the Seven Months Ending Wednesday, July 31, 2019. - received as information.

10. Adjourn 12:45 p.m. / Next Meeting Date - September 17, 2019


Executive Committee Chair


D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #012August 7, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on August 7, 2019 from 8:30 a.m. to 9:48 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan, Councillor J. McTaggart, Doug Brown, CAO and Travis Rob.

ALSO PRESENT: Mayor June Caul and Adam Mitchell (8:30 a.m. to 9:00 a.m.)

1 Call to Order

1.1 The meeting was called to order at 8:30 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 July 3rd, 2019 - the minutes were approved as circulated.

4 Non-agenda Items

4.1 None

5 New Business

5.1 2019/2020 Connecting Link Program Funding Agreement - Scott Street - the administration report was approved as presented.

5.2 2019/2020 Connecting Link Program Contract Administration - Scott Street - the administration report was approved as presented

5.3 2019/2020 Connecting Link Program Funding Agreement - Kings Highway - the administration report was approved as presented.

5.4 2019/2020 Connecting Link Program Kings Highway Design Engineer Engagement - the administration report was approved as presented.

- 5.5 Award of Tender 19-OF-05 - Municipal Household Hazardous Waste Event Services - the administration report was approved as recommended.
- 5.6 Request Dated July 9, 2019 from the Rainy River District School Board - RE Unbudgeted Construction of a Sidewalk along McIrvine Road - the administration report was approved as recommended.
- 5.7 Award of Tender 19-OF-07 - Zoom Camera Inspection Project - Materials to be distributed at the meeting - the administration report was approved as recommended.
- 5.8 Award of RFP 19-OF-08 - Memorial Sports Centre Roof Replacement Design Firm - Materials to be distributed at the meeting - the administration report was approved as recommended.
- 5.9 April 2019 Drinking Water Systems Monthly Summary Report - the water summary report for April 2019 was approved as recommended.
- 5.10 May 2019 Drinking Water Systems Monthly Summary Report - the water summary report for May 2019 was approved as recommended.
- 5.11 June 2019 Drinking Water Systems Monthly Summary Report - the water summary report for June 2019 was approved as recommended.

6 Information

- 6.1 Operations and Facilities Division - Public Works Area - Operations Statistics - April 2019 - the Operations Statistics for April 2019 were forwarded to Council as information only. No action required.
- 6.2 Operations and Facilities Division - Public Works Area - Operations Statistics - May 2019 - the Operations Statistics for May 2019 were forwarded to Council as information only. No action required.
- 6.3 Fort Frances Wastewater Treatment Facility June 2019 Monthly Report - the wastewater report for June 2019 was forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

- 7.1 The meeting adjourned at 9:48 a.m.

Next meeting September 4, 2019

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

Doug Cuthbertson – Chair Northwoods	A	Chamber of Commerce Representative Jennifer Soderholm	A
Ed Gackley Flinthouse	P	Doug Judson – Town Councilor Town of Fort Frances	A
Shelley Wepruk Secretary	P	Stacey Cridland (Guest) Flint House	P
Pam Williams) 4 Your Pets	P	Kalie (Guest) Warehouse One	A
Scott Krinke-Turvey (Guest) Inkspotz	P		
Katie Trimble B93	PP		
Pat Gartshore Gartch's International Pub	P		
Natalie Donaldson Betty's	A		
RRFDC Representative Geoff Gillon	P		
Jennifer Horton Curvey Chick	A		



1.Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Pat Gartshore opened the meeting. The meeting was called to order at 8:05 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. The board welcomed Stacey.

2. Approval of Minutes

B.I.A Board of Management Meeting –21 August, 2019

Copies of the minutes from the July, 2019 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Pam Williams/Scott Krinke Turvey
 TO accept the minutes presented of July, 2019
 Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 –Pam Williams/Ed Gackley
 TO accept the total payable for, July, 2019 in the amount of \$2174.75
No against or abstentions
CARRIED

4. New Business

1. Speed on Scott Street

5. Business Arising from the Minutes

Finance and Administration Committee

1. Still Surplus. Sitting good.

Promotions Committee

1. Advertising for September will be regular advertising with no special promotions. Reviewed Scott Street Celebration. Went fairly well with a few suggestions made such as extending hours 9-5, include 300 block but only if someone from the 300 block is willing to participate on committee. It was also suggested that we have vendors from Market Square on Scott Street and keep the Square open for kids activities. Need music to be playing all day long be it canned or live.

Maintenance Committee

1. No Report. We have however, received many compliments on our flower baskets. It was decided to talk to Twila about making them more vibrant colours for next year.

Chamber of Commerce

1. Business Awards are coming up and will be held mid October

Social Media

1. No Report

New Business

1. We will talk to Doug Brown about having the speed on Scott Street reduced to keep down the dust.

6. Old Business

1. Re-opened the single use plastic discussion. It was suggested making a pitch to Town Hall about handing out re-usable bags with the town logo on them.
2. Meth problem: We now have an influx of new visitors in town as Kenora facility is temperately closed. It was also noted that police have lessened the foot patrols on the street with the former Bonnie Blue closing.
3. Market Square has had an increase in cigarette butts and garbage with the transients in town. We will need to talk to Doug Brown about this situation also.

Setting of Next Board Meeting

Motion # 4 Katie Trimble/Pam Williams

To close the meeting

No against or abstentions

All in agreement – CARRIED - Meeting Closed at 8:50 a.m.

Board of Management Meeting –10 July 2019

Page 2 of 3

The next meeting date will be 11 September, 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.