

TOWN OF FORT FRANCES

AGENDA - January 13, 2020

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre

(Session No. 031) 5:30 PM

Page

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof.**
4. **In-Camera:**
 - 4.1 A proposed or pending acquisition or disposition of land by the municipality or local board: Property Matter
 - 4.2 A proposed or pending acquisition or disposition of land by the municipality or local board: 5th Street West Property
 - 4.3 Personal matters about an identifiable individual, including municipal or local board employees: Information Request
5. **Public Session Resumes in Council Chambers:**
6. **Council Reports on Board & Committee Activity:**
 - 6.1 Mayor June Caul - Verbal Update
Councillor Douglas Judson - Verbal Update
Councillor John McTaggart - Verbal Update
Councillor Rick Wiedenhoeft - Verbal Update
7. **Consent Agenda:**
 - 7.1 Deeming By-Law Application - 604 Church Street and 406 Crowe Avenue.

- approval of this report will agree to the recommendation of the Planning and Development Executive Committee to approve the application to deem lots **PCL 3-1 SEC SM93; LT 3 PL SM93 MCIRVINE; FORT FRANCES and PCL A-1 SEC SM93; PRIVATE LANE MARKED A PL SM93 MCIRVINE; FORT FRANCES** as one lot record known at 604 Church Street through by-law and that Mayor and Clerk be authorized to execute a authorizing by-law at a future meeting of Council.

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	Page
7.2 Establish Lot Prices for Erin Crescent.	8 - 11
- approval of this report will agree to the recommendation of the Planning and Development Executive Committee to establish lot prices for Erin Crescent as listed in this report and further direct Administration to prepare an appropriate by-law for consideration at a future meeting.	
7.3 Annual Energy Conservation and Demand Management Report.	12 - 17
- approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee that the 2019 Energy Conservation and Demand Management report be accepted by Council and made available to the public per the Town's Energy Conservation Demand Management Plan.	
7.4 Single Use Plastics.	18 - 25
- approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee that the updated draft Single Use Plastics By-Law be approved as amended and further that an official by-law be brought forward to a subsequent Council meeting for passing.	
7.5 2020 Investing in Canada Infrastructure Program Funding Agreement - Colonization Road West.	26 - 89
- approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food, and Rural Affairs for ICIP funding for the reconstruction of Colonization Road West from 1302 Armstrong Place; and further that a by-law be prepared for execution by the Mayor and Clerk on behalf of the Corporation.	
7.6 Lakeside Process Controls Support Agreement Renewal.	90 - 107
- approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee to accept the proposal for a five year extension to the Lakeside Process Controls agreement at an annual cost of \$36,858.00 split equally between the water and waste water treatment plants, and further that an authorizing by-law be prepared for execution by the Mayor and Clerk on behalf of the Corporation.	
7.7 Award of Tender 19-OF-14 - 2020 Colonization Road Reconstruction.	108 - 116
- approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee that:	
1) Tender No. 19-OF-14 - 2020 Colonization Road West Reconstruction, Watermain and Sewer replacement be awarded to Tom	

Veert Contracting at an estimated cost of \$2,411,182.62 which includes HST and a contingency allowance of \$150,000.00;

2) THAT prior to construction start, an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain first-hand knowledge of these projects and have the opportunity to ask any questions. The exact date of the meeting is unknown at the time of writing this report; and

3) THAT Mayor and Clerk be authorized to execute the contract documents and authorizing by-law on behalf of the Corporation.

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|------|---|--------------|
| 7.8 | Fort Frances Chamber of Commerce Concerns. | 117 -
123 |
| | - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to have Tyler Moffitt, Fire Chief/CEMC present to the Fort Frances Chamber of Commerce at an upcoming meeting and further that administration awaits further investigation by T. Drysdale on the signage component of the request. | |
| 7.9 | 2020 Temporary Borrowing to Meet Current Expenditures. | 124 -
125 |
| | - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to authorize preparation of an authorizing By-Law to be executed by Mayor and Clerk on behalf of the Corporation for temporary borrowing in the amount of \$4,000,000.00 to meet 2020 expenditures. | |
| 7.10 | Interim Tax Levy for 2020. | 126 -
127 |
| | - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to authorize the Interim Tax Levy for 2020 to be executed by Mayor and Clerk on behalf of the Corporation. | |
| 7.11 | Cancel January 20, 2020 Budget Meeting. | 128 |
| | - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to cancel the January 20, 2020 Budget Meeting and hold the first Budget Meeting on February 3, 2020. | |

8. **Administration and Finance Division:**

- | | | |
|-----|--|--------------|
| 8.1 | Councillor Wendy Brunetta - NOMA Executive Meeting. | 129 -
130 |
| | - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the Travel Expense and Per diem claims in the amount of \$240.00 as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Executive Meeting and Conference in Thunder Bay on | |

November 26-27, 2019.

9. General:

- 9.1 Request from Mayor Caul - Discussion re: Possible Executive Committee Meeting Date Changes.

10. Information:

- | | | |
|------|--|--------------|
| 10.1 | Fort Frances Fire & Rescue Service - November 2019 Report. | 131 -
132 |
| 10.2 | Fort Frances Wastewater Treatment Facility - November 2019 Monthly Report. | 133 -
141 |
| 10.3 | Fort Frances Museum & Cultural Centre newsletter | 142 -
146 |
| 10.4 | Building Statistics for December 2019 | 147 |

11. Non-agenda items:

12. ADJOURNMENT

Date: January 6, 2020

Report To: Mayor & Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: **Deeming By-Law Application – 604 Church St. & 406 Crowe Ave.**

The property owner of 604 Church Street and 406 Crowe Avenue (abutting lots) has applied to deem the two separate lots as one, through an **APPLICATION TO DEEM LOTS NOT TO BE ON A REGISTERED PLAN OF SUBDIVISION**.

The two lots stated in the application are:

- **604 Church Street: PCL 3-1 SEC SM93; LT 3 PL SM93 MCIRVINE; FORT FRANCES**
 - Contains existing dwelling and accessory building
- **406 Crowe Avenue: PCL A-1 SEC SM93; PRIVATE LANE MARKED A PL SM93 MCIRVINE; FORT FRANCES**
 - Previously closed laneway sold to property owner by Town of Fort Frances

Once a by-law to deem the lots not to be on a registered plan of subdivision has been passed, it will then be registered on title as one lot of record known as 604 Church Street.

This matter was considered at the January 6, 2020 session of the Planning and Development Executive Committee with recommendation to approve the application to deem **PCL 3-1 SEC SM93; LT 3 PL SM93 MCIRVINE; FORT FRANCES** and **PCL A-1 SEC SM93; PRIVATE LANE MARKED A PL SM93 MCIRVINE; FORT FRANCES** as one lot of record known as 604 Church Street.

Respectfully submitted,

Original Signed By:

Cody Vangel, EIT
Chief Building Official & Municipal Planner

Council approval of this report will: Agree to the recommendation of the Planning and Development Executive Committee to approve the application to deem lots **PCL 3-1 SEC SM93; LT 3 PL SM93 MCIRVINE; FORT FRANCES** and **PCL A-1 SEC SM93; PRIVATE LANE MARKED A PL SM93 MCIRVINE; FORT FRANCES** as one lot of record known as 604 Church Street through by-law, and that same by-law will be approved at a future meeting of council.

APPLICATION TO DEEM LOTS NOT TO BE
ON A REGISTERED PLAN OF SUBDIVISION
SECTION 50(4), ONTARIO PLANNING ACT, R.S.O. 1990, C.P. 13

Subject Property: Municipal Address(es):

Lots: 604 Church Street and 406 Crowe Avenue

Registered Plan:
604 Church St : PCL 3-1 SEC SM93 ; LT 3 PL SM 93 McIRVINE ; FORT FRANCES
406 Crowe Ave: PCL A-1 SEC SM 93 ; PRIVATE LANE MARKED A PL SM93
McIRVINE ; FORT FRANCES

I, the undersigned Owner(s) of the above-noted property, hereby apply to the Corporation of the Town of Fort Frances for the enactment of a By-Law to deem the above-noted lots deemed not to be on a registered plan of subdivision for the purposes of Section 50 (3) of the Planning Act. I acknowledge that full lots on a registered plan of subdivision are separately conveyable from one another; that the enactment and registration of the deeming by-law will merge them to be one lot of record; that conveyance of part of the lot of record will require approval of the Town of Fort Frances through the Consent process; and that this process does not consolidate the properties under the Land Titles Act.

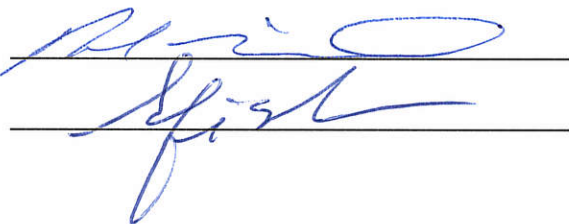
Purpose of Application:
To DEEM 604 Church St AND 406 Crowe Ave AS ONE
LOT THROUGH BY-LAW.

- I/We submit with this application the following:
- ☒ Evidence of ownership (original deed/s or copy of parcel register/s)
 - ☒ Site Plan of property
 - ☒ Required Fees as per User Fee By-Law

Owner's Name(s):

PAUL RALPH FISCHER
FLAWE MARIE FISCHER

Owner's Signature:



Mailing Address:

604 Church St. Fort
Frances Ont. P9A 1E6

Phone: 807-274-1326.

Dated: DEC 19. 19.

FOR OFFICE USE ONLY		
Application Received: Dec 23, 2019	Receipt No.: 42994	RECOMMENDED BY PLANNER <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - reasons below
Registration Date of Plan No: > 8 yrs		
Ownership Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
By-Law No.	Enacted:	
Date Registered:	Document No.	



Crowe Avenue

Church Street

06 January 2020

REPORT TO: Mayor & Council

FROM: Elizabeth (Lisa) Slomke, Town Clerk

SUBJECT: Establish Lot Prices for Erin Crescent

BACKGROUND

My last report dated October 9, 2019 which Council approved, provided the following conditions on the sale of lots in Erin Crescent as follows:

- Five building seasons to obtain a building permit
- Establish a minimum deposit of \$1500.00 with ½ of that amount to be non-refundable
- Square footage minimum for the single-family dwellings will be the same as the current Zoning By-law
- Easements must be obtained in order to service utilities and appropriate wording would be included in the Agreement of Purchase and Sale

An amendment to the Sale of Town Lands Policy 6.2 will be brought forward reflecting the conditions once the lot prices have been established.

NEXT STEPS

Costs have been collected respecting the development of Erin Crescent and come to a total of \$2,135,139.90 (including Town's portion of HST). This includes all three phases previously approved by Council as part of the budget process as well as utility installation costs (i.e. Fort Frances Power Corporation, Enbridge, TbayTel, etc.) and surveying costs.

The Planning & Development Executive Committee met on January 6, 2020 and considered and approved the cost reducers listed below:

- FFPC portion of surveying (\$3,392.00)
- Contingency (\$118,850.00)
- No Town contribution

Another point considered was the extremely high price that would be placed on the two largest lots (due to their m²), PDEC recommends setting a flat m² amount for lots 10 and 20 (which would be marketable) and then prorate the remaining lots accordingly.

RECOMMENDATION

After considering a number of factors and a fulsome discussion, the Planning & Development Executive Committee recommends the following prices be established for the Erin Crescent lots:

Lot 22	\$	63,900.00
Lot 8	\$	64,900.00
Lots 7, 23, 24	\$	65,900.00
Lots 55 - 61	\$	67,800.00
Lots 12 - 18, 54, 62	\$	70,800.00
Lot 19	\$	78,600.00
Lot 9	\$	82,600.00
Lot 21	\$	89,500.00
Lot 11	\$	98,300.00
Lot 10	\$	110,400.00
Lot 20	\$	115,200.00

A by-law setting lot prices and pre-approving the Agreement of Purchase and Sale will be brought forward for Council approval at a future meeting.

Council approval of this report will establish lot prices for Erin Crescent as listed in this report and further direct Administration to prepare appropriate by-law for consideration at a future meeting.

Summary of Erin Crescent Costs:

			Town's Portion	TOTAL TOWN
Construction	Cost	HST		COST
Grading (Ph 1)	\$ 120,729.00	\$ 2,124.83	\$	122,853.83
Stormsewer	\$ 306,275.00	\$ 5,390.44	\$	311,665.44
Water	\$ 326,300.00	\$ 5,742.88	\$	332,042.88
Sanitary	\$ 458,695.00	\$ 8,073.03	\$	466,768.03
General	\$ 149,829.19	\$ 2,636.99	\$	152,466.18
Grading (Ph 3)	\$ 322,655.00	\$ 5,678.73	\$	328,333.73
General (Ph 3)	\$ 67,500.00	\$ 1,188.00	\$	68,688.00
Engineering/PM	\$ 175,198.32	\$ 3,083.49	\$	178,281.81
TOTAL	\$ 1,927,181.51	\$ 33,918.39	\$	1,961,099.90

Utilities				
Electrical Design	\$ 10,800.00	\$ 190.08	\$	10,990.08
Electrical Servicing	\$ 114,054.87	\$ 2,007.37	\$	116,062.24
Surveying	\$ 10,175.00	\$ 179.08	\$	10,354.08
Natural Gas	\$ 36,000.00	\$ 633.60	\$	36,633.60
TOTAL	\$ 171,029.87	\$ 3,010.13	\$	174,040.00

Total Development Cost \$ 2,135,139.90

Cost Reducers

FFPC Portion of Surveying	\$ (3,392.00)
Bay City Portion of Inspection	\$ -
Town's Portion	\$ -
Contingency	\$ (118,850.00)

Total Cost to Recover \$ 2,012,897.90

Total Development Area 21000

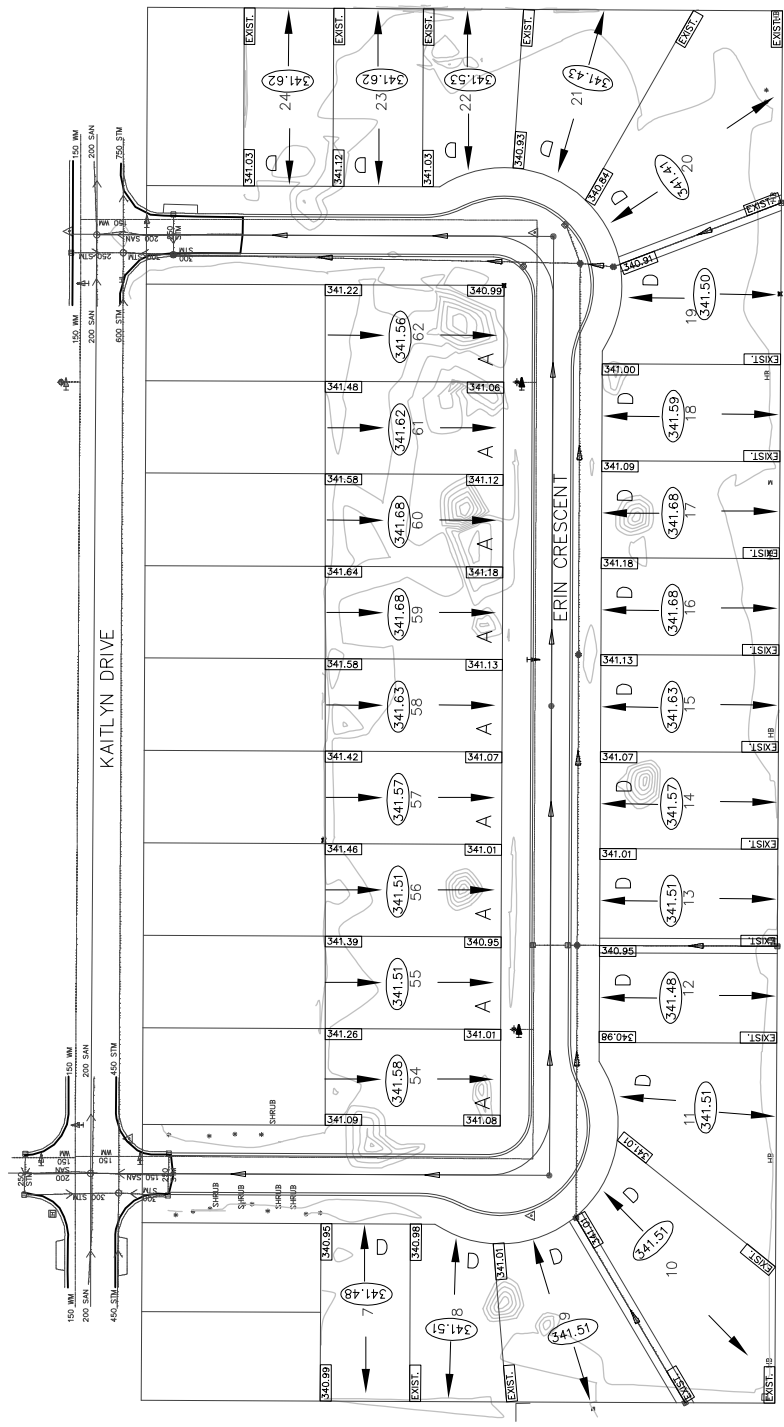
Cost per m2 \$ 95.85

98.31

Lot Price Summary				
Lot 22	\$ 98.31	\$ 63,902.29	\$	63,900.00
Lot 8	\$ 98.31	\$ 64,885.40	\$	64,900.00
Lots 7, 23, 24	\$ 98.31	\$ 65,868.51	\$	65,900.00
Lots 55 - 61	\$ 98.31	\$ 67,834.74	\$	67,800.00
Lots 12 - 18, 54, 62	\$ 98.31	\$ 70,784.08	\$	70,800.00
Lot 19	\$ 98.31	\$ 78,648.97	\$	78,600.00
Lot 9	\$ 98.31	\$ 82,581.42	\$	82,600.00
Lot 21	\$ 98.31	\$ 89,463.21	\$	89,500.00
Lot 11	\$ 98.31	\$ 98,311.22	\$	98,300.00
Lot 10	\$ 80.00	\$ 110,400.00	\$	110,400.00
Lot 20	\$ 80.00	\$ 115,200.00	\$	115,200.00

** above recommended by PDEC at January 6, 2020 meeting, report to COW Jan 13.

THE POSITION OF POLE LINES, CONDUITS, WATERMAIN, SEWERS & OTHER OVERGROUND & UNDERGROUND UTILITIES & STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWING, & WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES & STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL UTILITIES & STRUCTURES, & SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM



NOTES: • REFER TO DWG A1-11035-11 FOR LOT GRADING DETAILS					Approved		LOT GRADING	ENL Engineering Northwest Ltd. Thunder Bay	<div>Scale</div> <div><div>0 10m 20m</div><div>0 10m 20m</div></div> <div>Drawn By WMS Checked By PM Design No. A1-11035-02 Date DECEMBER 2011</div> <div>Rev.</div>
					PRELIMINARY				
					ERIN CRESCENT				
					SUBDIVISION DEVELOPMENT				

January 8, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Annual Energy Conservation and Demand Management Report

Since 2013, the Town has been tracking its energy consumption in accordance with our Energy Conservation and Demand Management Plan. In 2019 the role of energy tracking and reporting was transitioned to the Asset Management Coordinator.

Attached you will find the 2019 report prepared by Adam Mitchell, Asset Management Coordinator.

It is the recommendation of the Operations and Facilities Executive Committee that the 2019 Energy Conservation and Demand Management report be accepted by Council and made available to the public per the Town's Energy Conservation and Demand Management Plan.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the 2019 Energy Conservation and Demand Management report be accepted by Council and made available to the public per the Town's Energy Conservation and Demand Management Plan.

Manager of Operations and Facilities

2020Jan Annual Energy Report

November 29, 2019

Report To: Travis Rob

From: Adam Mitchell, Asset Management Coordinator

RE: Annual Energy Consumption Report

Background:

In 2011 the Ontario Government passed O. Reg. 397/11 Energy Conservation and Demand Management Plans requiring annual energy consumption reporting for Municipalities, municipal Service Boards, Universities and Colleges, Schools and Hospitals. This regulation outlined what facilities are to be reported on and the data that is to be reported. The first reporting year for energy consumption and greenhouse gas emission data was 2013 with data from 2011. The Town of Fort Frances has been submitting energy reports in accordance with the regulation since the initial submission deadline of July 1st, 2013. Further, in accordance with the regulation The Town of Fort Frances implemented a 5 year Energy Conservation and Demand Management Plan in 2014 that expired on July 1st of this year. In 2018 O.Reg 397/11 was revoked due to the repeal of The Green Energy Act, 2009. The Electricity Act, 1998 was amended by adding Part II.3 Conservation and Energy Efficiency and a new regulation, O.Reg. 507/18: Broader Public Sector: Energy Reporting and Conservation of Demand Management Plans was created in order to supersede O.Reg. 397/11.

Upcoming Regulation Milestones:

For 2019 the Town must update their Energy Conservation and Demand Management Plan for the next 5 years which now must include;

1. A description of current and proposed measures for conserving and otherwise reducing energy consumption and managing its demand management
2. A revised forecast of the expected results of the current and proposed measures
3. A report of the actual results achieved
4. A description of any proposed changes to be made to assist the public agency in reaching any targets it has established or forecast it has made.

The updated ECDM Plan for 2019 is currently being drafted and is expected to be completed by June 2020.

Analysis:

The following report utilizes data collected to the end of 2018.

Electrical:

Spreadsheet #1 attached to this report outlines the electrical consumption over the last 4 years plus the baseline year of 2011. The facilities marked with an asterisk are all the facilities that are heated solely or partially with electrical energy. There is a column added to show the difference between current year and base year consumption.

Natural Gas:

Spreadsheet #2 attached to this report outlines the consumption of natural gas over the last 4 years plus the baseline year of 2011. A column is added showing the heating degree days (HDD) which is a method to quantify the demand for energy to heat a building. HDD measures the average number of days that a temperature falls below the point that heating is required.

Solar:

Spreadsheet #3 attached to this report outline the solar power generated by the Town of Fort Frances. The Town has 4-10kW solar installations that have been generating power since 2011 as part of the Ontario Power Authority MicroFIT program. The Town will continue to benefit from this 20 year contract through to 2032 where it produces a return of \$0.80 per Kwh generated. The Ministry of Energy does not require an annual report on solar generation, however traditionally the annual report to Council has included the data.

Summary of Additional Energy Initiatives:

The Town is constantly trying to improve its energy efficiency within our facilities either through capital projects or operating procedures. For 2018, the following upgrades were made:

- LED Lighting retrofit at the Civic Centre
- Pool Roof Ventilation upgrades and additional insulation installed
- Addition upgraded at the Fort Frances Cemetery including upgraded insulation

Conclusion and Recommendations:

A slight increase in electrical energy consumption occurred in 2018 over the previous year but was offset with a much larger decrease in gas consumption at the Town's main facilities. Natural gas is solely used for heat therefore a slight reduction is likely due to weather conditions and a lower average ambient temperature. Electrical consumption however is affected by many more factors. Not only is electrical energy used as a heat source, it is also used to control mechanical systems, power facilities lights, run office equipment, etc. Weather patterns can affect the consumption of electrical energy however a decrease in natural gas consumption makes me believe the increase in electrical energy was not caused by increased heating loads but rather other operating procedures. This is a reminder that everyone at the Town shares a role in decreasing the amount of electricity used and energy conservation should be an important topic throughout all divisions.

A review of the Town's solar power systems we see that 2018 was slightly above average for kWh's generated. The 4 solar units were installed in 2012 for \$369,950.52. After 7 years of operation the program has generated \$294,653.37 averaging an annual return of \$42,093.34. Using this average, the breakeven point of this investment will be the end of Q3 2020. Once surpassed all monies generated from these units will be revenue for the Town. Please note that operational costs are not accounted for in this analysis as maintenance and insurance costs are covered under each facilities operating budget. A rough calculation estimates that the Town will generate \$471,916.85 in profit from this investment over the remaining term of this contract.

It is the recommendation of Administration that:

1. The annual energy consumption report be made available to the public per the Town's Energy Conservation and Demand Management Plan

Respectfully Submitted



Adam Mitchell, EIT
Asset Management Coordinator

Spreadsheet #1 - Electrical Summary

	2011 - Baseline		2015			2016			2017			2018		
	Total Consumption (kWh)	Total Cost (\$)	Total Consumption (kWh)	Total Cost (\$)	Difference From Baseline (kWh)	Total Consumption (kWh)	Total Cost (\$)	Difference From Baseline (kWh)	Total Consumption (kWh)	Total Cost (\$)	Difference From Baseline (kWh)	Total Consumption (kWh)	Total Cost (\$)	Difference From Baseline (kWh)
Museum	124518.26	\$ 12,834.16	97,875.29	\$ 9,297.76	-26,642.97	84,730.17	\$ 12,758.59	-39,788.09	109,111.48	\$ 13,446.18	-15406.78	134,520.84	\$ 13,398.18	-10002.38
Memorial Sports Centre*	540324.47	\$ 57,434.30	496,898.10	\$ 40,005.61	-43,426.37	518,975.55	\$ 76,069.23	-21,348.82	510,880.85	\$ 71,967.60	-29433.62	518,042.70	\$ 70,654.30	-22281.77
Memorial Sports Centre A*	2060205.95	\$ 180,560.19	1,739,689.42	\$ 178,384.29	-320,516.53	1,898,169.12	\$ 256,727.69	-162,036.83	1,829,318.40	\$ 247,069.22	-230887.55	1,847,913.12	\$ 236,124.91	-212292.83
Hallett	1658.65	\$ 526.18	1,076.30	\$ 686.39	-582.35	661.19	\$ 706.80	-997.46	365.19	\$ 618.57	-1293.46	351.10	\$ 615.81	-1307.55
Sorting Gap*	46148.56	\$ 4,760.16	30,387.48	\$ 3,233.66	-15,761.08	35,707.73	\$ 5,400.32	-10,440.83	38,548.75	\$ 4,753.80	-7601.81	47,156.68	\$ 4,896.40	-1008.12
Public Works	158900.90	\$ 14,960.98	141,748.20	\$ 11,069.69	-17,152.70	84,786.69	\$ 13,693.01	-74,114.21	85,149.04	\$ 11,190.60	-73251.86	82,318.22	\$ 10,054.16	-66582.66
Fort Frances Cemetery*	83238.89	\$ 7,828.98	50,595.11	\$ 3,215.20	-32,643.78	52,363.08	\$ 8,183.98	-30,875.81	70,014.98	\$ 8,667.78	-13223.91	89,114.80	\$ 9,051.58	-5875.91
Riverview Cemetery*	46686.65	\$ 4,825.18	27,702.62	\$ 2,420.52	-21,984.03	29,219.83	\$ 4,776.28	-20,466.82	30,268.61	\$ 4,216.43	-19428.04	34,019.25	\$ 3,856.21	-15667.40
Civic Centre*	646061.57	\$ 65,147.27	486,478.08	\$ 47,322.68	-159,583.49	480,696.64	\$ 68,841.26	-165,362.93	479,442.24	\$ 66,853.91	-166619.33	507,459.95	\$ 69,217.00	-138601.61
Dog Pound*	18394.91	\$ 1,966.22	13,230.96	\$ 1,061.61	-5,163.95	8,099.45	\$ 1,737.34	-10,285.46	8,838.69	\$ 1,621.46	-9546.22	9,348.64	\$ 1,465.54	-8036.27
Sister Kennedy Centre 1	63938.02	\$ 6,242.01	55,623.61	\$ 6,508.83	-8,314.41	56,464.66	\$ 8,973.98	-7,473.36	66,048.65	\$ 8,419.24	-2110.83	73,308.08	\$ 7,870.96	-9370.06
Sister Kennedy Centre 2	1163.53	\$ 525.81	7,480.28	\$ 1,294.80	6,316.75	5,369.47	\$ 1,377.37	4,195.94	3,366.90	\$ 995.94	-2193.37	2,958.81	\$ 874.93	-1795.26
East End Hall	10057.67	\$ 1,234.80	6,448.08	\$ 1,092.92	-3,609.61	14,451.31	\$ 2,701.26	4,393.64	9,069.50	\$ 1,594.76	-998.17	10,791.10	\$ 1,613.03	-733.43
Point Park Garage*	83.33	\$ 272.61	77.90	\$ 609.95	-5.43	164.91	\$ 645.01	81.58	306.90	\$ 619.47	-223.57	545.92	\$ 642.44	-462.59
Vanjura	1165.48	\$ 362.29	180.00	\$ 615.17	-1,005.48	79.99	\$ 623.22	-1,085.49	0.00	\$ 617.46	-1165.48	0.00	\$ 488.01	-1165.48
Lions Park	16569.35	\$ 1,781.77	17,468.91	\$ 2,592.13	890.56	17,608.92	\$ 3,335.51	1,039.57	17,960.89	\$ 2,547.51	-1391.54	19,009.49	\$ 2,454.99	-2440.14
Daycare	113506.77	\$ 11,745.12	91,691.80	\$ 11,142.51	-21,814.97	85,033.95	\$ 14,639.44	-18,472.82	88,050.28	\$ 11,423.11	-25456.49	97,445.17	\$ 10,475.58	-16061.60
St. Frances Sports Fields	1285.15	\$ 496.34	1,407.82	\$ 729.56	122.77	988.92	\$ 751.75	-296.23	3,785.87	\$ 832.56	-2500.72	2,459.84	\$ 803.24	-1174.69
McInnis Road Rink	5209.86	\$ 834.06	3,615.78	\$ 784.76	-1,594.08	3,058.89	\$ 1,136.88	-1,250.97	963.92	\$ 751.75	-4220.94	1,537.76	\$ 729.21	-3672.10
North End Rink*	15840.60	\$ 1,779.04	14,505.89	\$ 1,747.44	-1,334.71	9,196.43	\$ 1,871.57	-8,844.17	2,322.52	\$ 875.74	-13518.08	0.00	\$ -	-15840.60
Water Tower	41851.34	\$ 4,109.87	39,497.07	\$ 4,144.92	-2,354.27	38,461.32	\$ 6,017.40	-3,380.02	38,068.40	\$ 4,876.07	-3784.94	40,841.22	\$ 4,412.93	-1010.12
Street Lights	1231535.63	\$ 126,968.35	413,000.36	\$ 66,502.27	-818,535.27	414,303.24	\$ 80,315.27	-817,732.39	452,483.96	\$ 86,125.55	-779051.67	452,483.96	\$ 84,379.92	-779051.67
Recycle Depot (2016 Baseline)			2,345.61	\$ 854.09	2,345.61	13,860.25	\$ 2,669.87	0.00	16,735.10	\$ 2,571.94	2874.85	17,245.02	\$ 2,285.51	3384.77
Tourist Info Building (2015 Baseline)			37,483.13	\$ 4,769.37	0.00	31,473.53	\$ 5,048.11	-8,009.60	32,778.28	\$ 4,336.65	-4703.85	32,779.28	\$ 4,336.65	-4703.85
Airport	137086.6	\$ 18,967.77	96,279.59	\$ 20,040.81	-38,807.01	117,119.25	\$ 24,223.18	-19,967.35	183,677.63	\$ 25,579.32	46591.03	197,327.17	\$ 23,241.71	60240.57
Rainy Lake Square (2018 Baseline)									1,199.98	\$ 281.34	4,399.82	\$ 949.28		
Sunny Cove Camp Office*	11477.88	\$ 2,183.56	3,580.21	\$ 1,136.42	-7,897.67	3,923.32	\$ 1,318.07	-7,554.56	1,214.91	\$ 595.47	-10262.98	1,235.88	\$ 576.31	-10242.02
Russell Hall*	7413	\$ 1,466.37	6,548.34	\$ 2,096.43	1,133.34	10,037.23	\$ 2,718.40	2,624.23	8,456.06	\$ 1,949.36	1043.06	7,340.75	\$ 1,609.22	-72.25
McGregor Hall*	2620	\$ 839.08	2,596.21	\$ 965.87	-23.79	2,131.71	\$ 910.10	-488.29	2,298.43	\$ 795.49	-321.57	2,267.87	\$ 752.83	-352.13
Water Treatment Plant	813205.32	\$ 78,577.11	719,917.20	\$ 73,505.82	-93,288.12	715,771.08	\$ 103,838.30	-97,434.24	726,324.84	\$ 103,097.48	-68880.48	720,294.12	\$ 98,185.47	-62911.20
Sewage Treatment Plant	1511377.58	\$ 143,636.77	1,476,584.10	\$ 140,587.52	-34,793.48	1,518,987.80	\$ 203,610.27	7,610.02	1,448,503.56	\$ 182,690.01	-62874.02	1,395,169.38	\$ 180,235.23	-116208.20
Portage Avenue Storm Lift Station	8081.03	\$ 1,070.22	2,941.08	\$ 769.26	-5,139.95	3,142.53	\$ 1,031.29	-4,938.50	4,346.30	\$ 1,054.82	-3734.73	6,062.07	\$ 1,151.27	-2018.96
Central Ave Lift Station	147238.84	\$ 13,833.05	128,033.39	\$ 12,289.68	-19,205.45	149,826.39	\$ 21,955.50	2,887.55	141,333.37	\$ 16,825.34	-5905.47	130,254.44	\$ 12,941.19	-16984.40
5th Street Lift Station	44823.63	\$ 4,444.77	40,725.64	\$ 4,161.47	-3,897.99	41,636.49	\$ 6,504.55	-2,867.14	42,929.82	\$ 5,512.63	-1693.81	28,741.92	\$ 3,304.15	-15881.71
Minnie Avenue Lift Station	1698.56	\$ 584.47	1,627.52	\$ 751.13	-71.04	1,485.80	\$ 823.53	-212.76	1,590.48	\$ 761.57	-108.08	1,466.61	\$ 720.51	-232.95
White Pine Lift Station	29526.54	\$ 2,994.21	31,360.61	\$ 3,272.09	1,834.07	33,525.90	\$ 5,393.67	3,999.36	33,300.07	\$ 4,455.04	3773.53	33,821.15	\$ 3,798.29	4294.61
Boundary Road Lift Station	5679.41	\$ 826.30	6,871.12	\$ 1,256.49	1,191.71	7,125.24	\$ 1,620.67	1,445.83	7,062.93	\$ 1,379.93	1403.52	6,983.40	\$ 1,238.94	1303.69
Patchin Avenue Lift Station	2406.48	\$ 586.89	2,159.44	\$ 798.38	-247.04	2,369.88	\$ 949.33	-6.60	2,369.07	\$ 854.35	-7.41	1,370.58	\$ 712.22	-1035.90
TOTAL:	7953770.41	\$ 787,446.04	6,299,690.34	\$ 661,707.50	-1,691,563.20	6,502,029.67	\$ 953,828.19	-1,503,042.12	6,499,038.84	\$ 912,896.31	-1,507,274.93	6,568,384.89	\$ 870,068.09	-1,441,128.72

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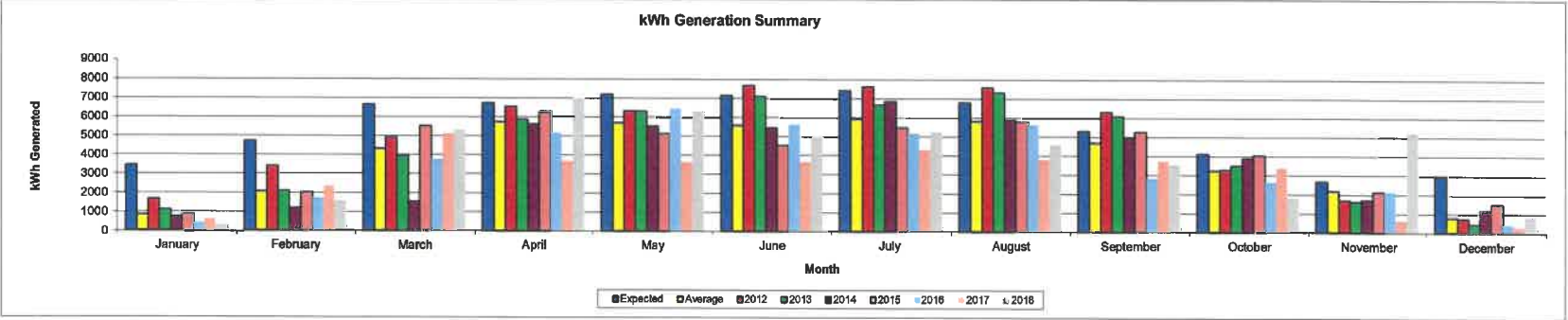
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Spreadsheet #2 - Gas Summary

Facility	Base Year				Difference From Base Year				Difference From Base Year				Difference From Base Year				Difference From Base Year	
	2011 Consumption	Billing HDD	2015 Consumption	Billing HDD	Consumption	HDD	2016 Consumption	Billing HDD	Consumption	HDD	2017 Consumption	Billing HDD	Consumption	HDD	2018 Consumption	Billing HDD	Consumption	HDD
Museum	6470.454	6916.8	1830.421	1851.4	-4640.033	-5065.4	6039.276	4905.7	-431.178	-2011.1	9586.063	5308	3115.609	-1608.8	11847.659	5940.5	5377.205	-976.3
Sister Kennedy	7505.28	6179.8	1685.767	1857.2	-5819.513	-4322.6	7268.827	4882.8	-236.453	-1297	6164.457	5378.9	-1340.823	-800.9	5752.749	5923	-1752.531	-256.8
Sister Kennedy Shop	3020.719	5337.5	287.406	1314.4	-2733.313	-4023.1	1222.462	5425.6	-1798.257	88.1	2223.468	5410.6	-797.251	73.1	2728.394	5913	-292.325	575.5
Mclrvine Rink	4256.96	6351.4	1654.557	1914.8	-2602.403	-4436.6	3667.385	4871.5	-589.575	-1479.9	3670.339	5338.6	-586.621	-1012.8	4374.088	5927.5	117.128	-423.9
Library	5889.056	6129.9	706.575	1841.5	-5182.481	-4288.4	2570.377	4928.7	-3318.679	-1201.2	3051.63	5380.4	-2837.426	-749.5	2461.8888	5913	-3427.1672	-216.9
East End Hall	5794.478	6102.4	1218.426	1855.5	-4576.052	-4246.9	3346.499	5064.8	-2447.979	-1037.6	3819.403	5241.1	-1975.075	-861.3	3513.406	5920.7	-2281.072	-181.7
Water Treatment Plant	79918.157	6102.4	13986.86	1855.5	-65931.297	-4246.9	65096.759	5064.8	-14821.398	-1037.6	91056.458	5274.3	11138.301	-828.1	89481.962	5887.5	9563.805	-214.9
Sewage Treatment Plant 2	7432.953	6229.1	1018.136	1840.2	-6414.817	-4388.9	4342.381	4872	-3090.572	-1357.1	4826.413	4732	-2606.54	-1497.1	3324.244	5929	-4108.709	-300.1
Water Tower	21500.484	6953.4	6484.361	6656.7	-15016.123	-296.7	3182.373	4872	-18318.111	-2081.4	25934.663	5268.3	4434.179	-1685.1	36572.244	6006.2	15071.76	-947.2
Sewage Treatment Plant 1	36714.116	6229.1	15352.72	1840.2	-21361.396	-4388.9	39390.202	4872	2676.086	-1357.1	49157.08	5346.1	12442.964	-883	39056.386	5319.2	2342.27	-909.9
Public Works	26975.055	6145.1	4734.614	1901.7	-22240.441	-4243.4	17425.157	5057.4	-9549.898	-1087.7	20312.658	5273.3	-6662.397	-871.8	23834.411	5879.2	-3140.644	-265.9
Daycare	4606.651	6992.3	6539.997	1869.3	1933.346	-5123	15196.942	5057.4	10590.291	-1934.9	14089.785	4548.5	9483.134	-2443.8	11180.029	6564.6	6573.378	-427.7
Civic Centre	60047.804	6916.8	12228.766	1851.4	-47819.038	-5065.4	39565.453	4930.9	-20482.351	-1985.9	40230.302	5282.8	-19817.502	-1634	48419.905	5940.5	-11627.899	-976.3
Memorial Sports Centre1	132342.865	6962.5	60954.535	1841.5	-71388.33	-5121	128760.303	4928.7	-3582.562	-2033.8	131786.389	4665.2	-556.476	-2297.3	88107.913	6628.2	-44234.952	-334.3
Memorial Sports Centre2	57494.116	6129.9	16849.326	1841.5	-40644.79	-4288.4	45073.408	4928.7	-12420.708	-1201.2	50116.798	5380.4	-7377.318	-749.5	37281.599	4334	-20212.517	-1795.9
TOTAL	459969.148	95678.4	145532.467	32132.8	-314436.681	-63545.6	382147.804	74663	-77821.344	-21015.4	456025.906	77828.5	-3943.242	-17849.9	407936.8778	88026.1	-52032.2702	-7652.3

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Solar Generation	Expected	2012		2013		2014		2015		2016		2017		2018		Average	KWh Total To Date	Revenue To Date
		kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue			
January	3444	1667	\$ 1,336.54	1101	\$ 974.08	743	\$ 648.88	846	\$ 742.30	438	\$ 583.43	671	\$ 585.42	343	\$ 288.16	829.9	5806	\$ 5,168.81
February	4720	3400	\$ 2,726.68	2082	\$ 1,863.09	1185	\$ 1,049.52	2001	\$ 1,769.02	1756	\$ 1,562.70	2400	\$ 2,146.88	1806	\$ 1,432.77	2061.4	14430	\$ 12,570.46
March	6658	4916	\$ 4,431.46	3950	\$ 3,511.58	1536	\$ 1,742.81	5513	\$ 4,971.80	3787	\$ 3,407.62	5158	\$ 4,651.81	5335	\$ 4,806.46	4313.4	30194	\$ 27,523.54
April	6740	8550	\$ 5,912.29	5865	\$ 5,291.50	5625	\$ 5,073.32	6237	\$ 5,627.94	5198	\$ 4,638.81	3715	\$ 3,445.41	7003	\$ 6,115.43	5741.8	40191	\$ 36,154.70
May	7192	8319	\$ 5,702.94	6302	\$ 5,696.86	5527	\$ 4,984.49	5118	\$ 4,612.02	6482	\$ 5,849.89	3684	\$ 3,342.05	6342	\$ 5,724.83	5683.1	39782	\$ 35,903.17
June	7143	7667	\$ 6,924.57	7099	\$ 6,409.14	5444	\$ 4,906.28	4506	\$ 4,113.21	5650	\$ 5,085.98	3701	\$ 3,351.39	5000	\$ 4,508.64	5581.0	39067	\$ 35,292.21
July	7417	7620	\$ 6,881.98	6663	\$ 6,014.02	6844	\$ 6,178.04	5463	\$ 4,980.87	5201	\$ 4,689.05	4356	\$ 3,924.88	5281	\$ 4,763.28	5918.3	41428	\$ 37,432.22
August	8794	7685	\$ 6,850.25	7323	\$ 6,612.14	5883	\$ 5,307.13	5790	\$ 5,222.83	5673	\$ 5,116.80	3789	\$ 3,292.30	3574	\$ 3,216.29	4686.9	32808	\$ 29,447.06
September	5312	6306	\$ 6,691.15	6008	\$ 5,492.92	4941	\$ 4,453.44	5261	\$ 4,743.42	2849	\$ 2,557.54	3430	\$ 3,062.58	1842	\$ 1,682.50	3233.0	22631	\$ 20,374.06
October	4116	3281	\$ 2,985.12	3497	\$ 3,144.79	3877	\$ 3,489.18	4042	\$ 3,641.43	2662	\$ 2,388.08	676	\$ 589.95	5281	\$ 4,763.28	2172.7	15208	\$ 13,598.86
November	2875	1677	\$ 1,496.08	1610	\$ 1,434.68	1707	\$ 1,522.68	2114	\$ 1,891.42	2144	\$ 1,900.87	332	\$ 278.21	854	\$ 751.27	777.9	5445	\$ 4,460.70
December	2942	724	\$ 632.41	446	\$ 379.79	1189	\$ 742.30	1465	\$ 1,303.27	439	\$ 373.45							
TOTAL:	65153	57712	\$ 51,551.47	52028	\$ 46,814.59	44496	\$ 40,100.97	48354	\$ 43,639.53	42277	\$ 38,224.29	35768	\$ 32,115.85	47069	\$ 42,206.67	46814.57	327702	\$ 294,653.37



January 8, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Letter Dated November 20, 2019 RE Single Use Plastics

At the December 2nd and 4th PDEC and OFEC meetings and again at the January 6th PDEC meeting the proposed Single Use Plastics By-Law was discussed including additional information brought forward from Ms. Nicole Pentney.

Since those meetings, Myself and Patrick Briere, By-Law Enforcement Officer have had a chance to speak to each other on the proposed by-law as well as Ms. Pentney and other Town Staff regarding the proposed by-law. In doing so we feel that there are still more unknowns that need to be addressed or reviewed before a by-law of this type should be considered.

The impacts of a ban of this type raises some very important questions surrounding accessibility and human rights which have to be very carefully considered, for example, if a person requires a plastic straw to assist them in drinking due to a disability, that person is forced to ask for that straw in a restaurant, which results in that person having to identify as having a disability, which is against the Human Rights Code.

Some other questions that have been brought up are:

- What will happen to the plastic bag recycle drop off stations at places like Safeway or Walmart? The Town's program does not accept plastic bags so what will residents do with the bags brought into the community from other neighboring communities?
- What about take out sauce containers in plastic pouches?
- What about local retailers who stock and sell single use plastics or foam containers to neighbouring communities?
- What about the large chain restaurants, who do not have corporate alternatives to their plastic straws?

In addition to that, a by-law of this type that affects so many residents in widely varying ways, should be given more opportunities for community wide comment and input should the Town move forward. Given the provincial and federal outlooks on single use plastics, and their commitments to have legislation in place in the coming years, it may be more advantageous for the Town of Fort Frances to adopt a program similar to that of Thunder Bay, focused on reducing the use of single use plastics through programs targeting human and retailer behaviours. Once legislation has been brought forward at the Provincial or Federal level, the Town should develop its own by-law to complement those regulations.

The matter was discussed at the Planning and Development Executive Committee on January 6, 2020 and the report from Mr. Patrick Briere is attached. In addition, an updated draft by-law is attached extending the enforcement provision of the proposed By-Law out two years to allow those with stock remaining at the end of 1 year, more time to deplete their stock prior to being subject to enforcement actions. In addition, the definition of an officer was revised to remove Police Officer from this particular By-Law. An updated copy is included with these changes highlighted.

It is the recommendation of the Operations and Facilities Executive Committee that, the updated draft Single Use Plastics By-Law be approved as amended and further that an official by-law be brought forward to a subsequent Council meeting for passing.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that, the updated draft Single Use Plastics By-Law be approved as amended and further that an official by-law be brought forward to a subsequent Council meeting for passing.

2020Jan Single Use Plastic By-Law

TOWN OF FORT FRANCES

BY-LAW NO. _____

Being a by-law in respect of single-use plastic bags and certain other harmful single-use products and packaging materials within the Town of Fort Frances.

WHEREAS:

- A. The *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “**Act**”), provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority and that it may do so by by-law;
- B. Section 11(2)[5] of the *Act* provides that a municipality may pass by-laws respecting the economic, social, and environmental well-being of the municipality, including in respect of climate change;
- C. Section 11(3)[3] of the *Act* provides that a municipality may pass by-laws respecting matters relating to waste management;
- D. Section 128 of the *Act* provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of its council, are or could become or cause public nuisances, and further that the municipal council’s determination of what constitutes a public nuisance is not subject to review;
- E. Section 150 of the *Act* allows a municipality to license, regulate, and govern any business wholly or partially carried on within the municipality, even if the business is being carried on from a location outside of the municipality;
- F. It is estimated that:
 - i. every year, 1 to 5 trillion plastic bags are used and discarded around the world;
 - ii. 10,000 tonnes of plastic debris enters the Great Lakes each year,
 - iii. globally, a truck load of plastic waste enters the ocean every minute, with the ‘Great Pacific Garbage Patch’ having grown to over 600,000 square miles, and
 - iv. a town of 2,500 households could send a million plastic bags to landfills ever year;
- G. Plastic bags and other single-use products are linked to, exacerbate, or contribute to the global crisis of climate change by causing habitat destruction, eco-system disruption, fossil fuel emissions, plastic pollution, environmental contamination, and food supply impacts;
- H. Alternatives to single-use plastic bags and other single-use products are widely and economically available for public and business use, and increased demand

for such products supports the growth of regional industries, such as forest products;

- I. The Northwestern Ontario Municipal Association adopted a resolution in April 2011 calling on the Province of Ontario to “enact legislation imposing a ban on the distribution of single-use fossil-fuel based plastic bags”;
- J. In the opinion of Council of the Town of Fort Frances, single-use plastic bags and certain other single-use products, packaging materials, and disposable food consumption products are a public nuisance and detrimental to the environment; and
- K. Council wishes to:
 - i. reduce the negative effects single-use plastic bags and certain other single-use products and packaging materials have on the environment,
 - ii. show leadership among local governments in the fight against climate change and environmental destruction,
 - iii. support sustainable consumer habits and business practices which reduce environmental impacts,
 - iv. implement policies which support the growth of a modern, vibrant, and sustainable forest products sector; and
 - v. reduce the volume of single-use plastics and related products which are destined for landfills;

NOW THEREFORE the Council of the Town of Fort Frances hereby enacts as follows:

PART 1: INTERPRETATION

1.1 **Definitions.** In addition to the terms defined parenthetically herein, in this by-law:

- (1) **“Biodegradable Plastic Bag”** or **“Compostable Plastic Bag”** means any bag which is composed of, in whole or part, biodegradable plastic, oxo-biodegradable plastics, Plastarch material, polylactide, or any other plastic resin composite that is intended to degrade at a faster rate than non-biodegradable plastic film;
- (2) **“Business”**:
 - (a) includes a business incorporated under a statute, a partnership, a cooperative, an association, a sole proprietorship, or a joint venture engaged in a retail sale or rentals of goods, the operation of a restaurant, or the sale of prepared foods or beverages to the public,
 - (b) does not include a charity, and
 - (c) for the purposes of Part 2, includes any person employed by or acting for or on behalf of a business, as defined by subsubsections (a) and (b);

- (3) **“Checkout Bag”** means:
 - (a) a bag intended to be used by a Customer for the purpose of transporting items purchased or received by the Customer from the Business providing the bag, and
 - (b) a bag used to package take-out food or food to be delivered by a Business to a Customer.
- (4) **“Council”** means the municipal council of the Town;
- (5) **“Customer”** means any person purchasing, renting, or receiving food, goods, or materials from a Business;
- (6) **“Licensed Business”** means an entity which holds a business license issued by the Town under any by-law for the licensing of businesses by the Town;
- (7) **“Officer”** means a municipal law enforcement officer while in the course of his or her duties;
- (8) **“person”** means an individual, association, firm, partnership, corporation, trust, organization, trustee, or agent, and their heirs, executors, or legal representatives of the person to whom the context can apply according to law;
- (9) **“Plastic Bag”** means a bag, including a Biodegradable Plastic Bag or Compostable Plastic Bag, but does not include a Reusable Bag;
- (10) **“Prepared Food or Beverages”** means food items or beverages which are ready to consume with no additional preparatory stages or cooking, including take-out food, dine-in restaurant meals, hot beverages, delivery food items, soft drinks, and coffee or hot drinks;
- (11) **“Reusable Bag”** means a bag with handles that:
 - (a) is intended to be used for transporting items purchased or received by the Customer from a Business,
 - (b) is designed and manufactured to be durable and capable of many uses, and
 - (c) is capable of being washed and disinfected;
- (12) **“Single-Use Food Packaging”** means the following items provided by a Business to a Customer for the purpose of transporting, packaging, or consuming Prepared Food or Beverages:
 - (a) food containers, beverage cups, or take-out or ‘to-go’ food containers consisting in whole or part of foam material, such as polystyrene, and
 - (b) drinking straws, stir-sticks, or swizzle sticks made of a plastic, such as polypropylene or polystyrene; and
- (13) **“Town”** means the Town of Fort Frances.

PART 2: REGULATIONS

- 2.1 **Ban of Plastic Bags.** Except as provided in this by-law, no Business shall sell or provide a Checkout Bag to a Customer that is a Plastic Bag.
- 2.2 **Reusable Bags Allowed.** No Business shall deny or discourage the use by a Customer of the Customer's own reusable bag for the purpose of transporting items purchased or received by the Customer from the Business.
- 2.3 **Ban of Single-Use Food Packaging.** No Business shall sell or provide Single-Use Food Packaging to a Customer for the purpose of transporting, containing or facilitating the consumption of Prepared Food or Beverages received by the Customer from the Business.
- 2.4 **Exceptions.**
- (1) Section 2.1 does not apply to a bag used to:
 - (a) package loose bulk items such as fruit, vegetables, nuts, grains, or candy;
 - (b) package loose small hardware items, such as nails, nuts, and bolts;
 - (c) contain or wrap frozen foods, meat, poultry, or fish, whether pre-packaged or not;
 - (d) wrap flowers or potted plants;
 - (e) protect prepared foods or bakery goods that are not pre-packaged;
 - (f) contain prescription drugs received from a pharmacy;
 - (g) transport live fish;
 - (h) protect clothing or other linens after professional laundering or dry-cleaning;
 - (i) package medical supplies and items used in the provision of health services;
 - (j) protect tires that cannot easily fit in a reusable bag; or
 - (k) collect and dispose of pet waste.
 - (2) Sections 2.1 and 2.3 do not limit or restrict the sale of bags (including Plastic Bags) or Single-Use Food Packaging intended for use at the Customer's home or business, provided the items are sold in packages of multiple quantities and are not utilized or distributed in the manner restricted by Sections 2.1 and 2.3.
 - (3) Section 2.3 does not prohibit a Business from providing a Customer with a plastic drinking straw upon individual request, provided that plastic drinking straws are not made available by the Business by default or made accessible for Customer self-service. When requesting a plastic drinking straw, the Customer does not need to specify a reason for needing a plastic drinking straw in order to receive one. Nothing in this by-law obligates a business to carry plastic drinking straws for use by Customers.

PART 3: PENALTIES

3.1 Offences. A person who:

- (1) contravenes this by-law;
- (2) consents to, allows, or permits an act or thing to be done contrary to this by-law; or
- (3) neglects or refrains from doing anything required to be done by this by-law;

is guilty of an offence and is liable to pay a fine in the amount prescribed by the Officer in accordance with section 3.2.

3.2 Penalties.

- (1) A person found guilty of an offence under this by-law is subject to a fine:
 - (a) if a corporation or Licensed Business, of not less than \$100.00 and not more than \$10,000.00, or
 - (b) if an individual, of not less than \$50.00 and not more than \$500.00
 for every instance than offence occurs or each day that it continues.
- (2) Council may introduce a schedule of fines for the offences set out in this by-law within the parameters set by subsection (1), with such schedule to be appended hereto as **Schedule “A”** at such time and amended and updated as necessary.

PART 4: ENFORCEMENT

- 4.1 Enforcement by Officer.** The provisions of this by-law may be enforced by an Officer.
- 4.2 Entry by Officer.** An Officer may, at any reasonable time, enter upon any public place for the purpose of determining whether or not the provisions of this by-law have been complied with.
- 4.3 Interference with Officer.** No person shall prevent, hinder, interfere, or attempt to prevent, hinder, or interfere with an Officer, including refusing to identify themselves when requested to do so by an Officer.

PART 5: GENERAL

- 5.1 Short Title.** This by-law shall be referred to and may be cited as the “Single-Use Products Regulation By-law”.
- 5.2 Severability.** If any provision or part of a provision of this by-law is declared by any court or tribunal or any provincial or federal legislation or regulation to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law or its application in any other circumstance shall not be affected and shall continue to be in full force and effect.
- 5.3 Effective Date.**

- (1) All sections of this by-law except for section 3.2 shall come into force on January 1, 2021.

(2) Section 3.2 of this by-law shall come into force on January 1, 2022.

5.4 **Recall Date.** This by-law shall be brought before Council for reconsideration at the first available meeting of Council following the date that:

- (1) a piece of legislation of substantially similar purpose and regulatory effect over the Town is passed by the Ontario Legislative Assembly or federal Parliament and receives Royal Assent, or
- (2) a federal or provincial regulation of substantially similar purpose or regulatory effect over the Town comes into force.

READ THREE (3) TIMES and finally passed in open Council this _____ day of _____, 20_____.

June Caul, Mayor

Lisa Slomke, Clerk

January 8, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2020 Investing in Canada Infrastructure Program Funding Agreement – Colonization Road West

On September 4, 2019 the Town was notified that it was successful in obtaining Investing in Canada Infrastructure (ICIP) Funding for the reconstruction of Colonization Road West from 1302 to Armstrong Place. As with any funding, a funding agreement must be entered between the Town and the program administrator.

Attached is a funding agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food, and Rural Affairs and the Town of Fort Frances for the reconstruction of Colonization Road. The total funding allocation for this work is \$1,484,509.25 The Town of Fort Frances has tendered this work and a report to award the Work to Tom Veert Contracting will be brought forward for approval by Council concurrently with this report.

It is the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food, and Rural Affairs for ICIP funding for the reconstruction of Colonization Road West from 1302 to Armstrong Place; and further that a By-Law be prepared authorizing the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food, and Rural Affairs for ICIP funding for the reconstruction of Colonization Road West from 1302 to Armstrong Place; and further that a By-Law be prepared authorizing the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Manager of Operations and Facilities

2020Jan Col Road W ICIP Funding Agreement

**Ministry of Agriculture,
Food and Rural Affairs**

**Ministère de l'Agriculture, de
l'Alimentation et
des Affaires rurales**

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-877-424-1300
Fax: 519 826-3398

4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél. : 1-877-424-1300
Télééc. : 519 826-3398



Rural Programs Branch

December 18, 2019

Our File: 2019-03-1-1303683947

Travis Rob
trob@fortfrances.ca

Re: Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream – Transfer Payment Agreement

I am pleased to provide you with the attached copy of the transfer payment agreement for your approved Rural and Northern Stream Project as well as a summary document outlining important information about your Agreement. Please review both documents carefully. If changes to the Agreement are required, these should be made before the Agreement is executed. Please contact your Project Analyst immediately to discuss any required revisions.

It is recommended that your council meet as soon as possible to authorize execution of the Agreement. The Province must receive two original signed copies of the Agreement, as well as a by-law authorizing execution of the agreement by municipal council representatives by no later than **Friday January 31, 2020**.

The by-law should reference the Investing in Canada Infrastructure Program Rural and Northern Funding Stream, the project and include the names of the designated signatories for the Agreement.

The designated signatories should sign both copies of the Agreement on page 6. You will also need to insert the titles of the designated signatories and affix the corporate seal (if applicable) in the signature area.

Once completed, please return the two original signed and sealed copies along with a copy of the authorizing by-law via courier by no later than **Friday January 31, 2020** to:

Ministry of Agriculture, Food and Rural Affairs
Rural Programs Branch
1 Stone Road West, 4NW
Guelph, ON
N1G 4Y2

An original copy of the Agreement will be returned to you by mail following execution by the Province.



Good Things
Grow in Ontario
À bonne terre,
bons produits

Page 27 of 147



- 2 -

Should you have any questions, please do not hesitate to call your Project Analyst, Barbara Maknoni, at 519-546-8793 or Barbara.Maknoni@ontario.ca.

Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,



Joel Locklin
Manager, Infrastructure Renewal Programs
Rural Programs Branch

Attachments: Agreement
Important Information regarding your ICIP Agreement
Aboriginal Consultation Requirements

IMPORTANT INFORMATION REGARDING YOUR AGREEMENT

Project Description - Please ensure the description of your project noted in Schedule “C” is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. The description in your Agreement supercedes all prior information shared with the Province, and only the work described in the Agreement will be funded, subject to eligibility requirements being met. If changes to the project description noted in Schedule “C” are required, please contact your Project Analyst immediately to request a revision.

Insurance - Article A10 of Schedule “A” outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, OMAFRA does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

Reporting - Schedule “D” provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding. The Province will direct the format and timelines for reporting. Regular reporting must be completed within the Transfer Payment Ontario platform.

Cost Eligibility – Schedule “E” sets out the costs that are eligible and ineligible under this funding agreement. No costs incurred prior to the Federal Approval Date set out in the Agreement are eligible for reimbursement. In order to qualify for payment, costs must be incurred and paid and must be submitted by March 31 of the year following the Funding Year in which they were incurred. Note that any costs associated with underground infrastructure and recreational trails are not eligible for funding.

Communications / Signage - Schedule “G” outlines the communication requirements for the project. As noted in Schedule “G”, funding provided by both the provincial and federal government must be recognized in the format of project signage. The Province and Canada will provide further instruction regarding signage shortly. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor.

Aboriginal Consultation - Schedule “I” outlines the Aboriginal Consultation requirements for the project. As noted in Schedule “I” any required Aboriginal Consultation must be complete prior to the start of any project construction work. In addition, capital costs are not eligible for reimbursement and no site preparation, removal of vegetation or construction can occur until Canada has confirmed in writing that it is satisfied that all federal duty to consult and environmental assessment requirements have been met. More details on Aboriginal Consultation Requirements are set out in the attachment to this document.

ABORIGINAL CONSULTATION REQUIREMENTS

In consideration of the financial support for the Project, if notified by Canada or the Province your community must engage and consult with Aboriginal Groups that may have a potential interest in the Project. The Province intends to rely on this consultation process as much as possible. As part of this process, your community must disclose that financial assistance for the project is being provided by Ontario. You must also provide your Project Analyst with a summary of communications with Aboriginal Groups, including any issues or concerns that may be raised by any Aboriginal Group and an indication of how your community has addressed or proposes to address those issues or concerns. This information may be provided in the form of the template consultation log and tracking chart provided by Canada (if applicable).

If in the future changes to the nature, scope, design or location of the Project are being considered, you must immediately notify your Project Analyst so that the Province may determine whether the proposed change impacts the duty to consult. Your community must also cease all construction activities if at any time during construction archaeological resources are found; other impacts that could affect Aboriginal or treaty rights emerge; or you are contacted by any Aboriginal Group expressing concerns about the project and potential impacts on rights.

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
RURAL AND NORTHERN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the Town of Fort Frances

(**CRA#106984586**)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern communities by responding to their specific needs.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a rural and northern stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as defined in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency;
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or
- (d) The Agreement and the *Rural and Northern Communities Funding Stream Ontario Program Guidelines* of March 2019 (“the Guidelines”), the Agreement will prevail.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) the Recipient has read and understood the Bilateral Agreement;
- (h) changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the Bilateral Agreement;
- (i) entering into of the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and
- (j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as “**Rights**”) undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the Minister of
Agriculture, Food and Rural Affairs

Date

Name: Ernie Hardeman
Title: Minister of Agriculture, Food and Rural Affairs

AFFIX
CORPORATE
SEAL

Corporation of the Town of Fort Frances

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section 1.1.1 (Definitions).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday;

Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiry Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project

identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount set out Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or

agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Timelines” means the Project schedule described in Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;
- (e) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the Guidelines, including the financial, contractual and reporting requirements; and
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with

the progress of the Project;

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and
 - (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada's failure to make payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Federal Approval Date;
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's

immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.

A.4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from the Funds;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds fifty percent of Total Eligible Expenditures (as identified in Schedule "C"), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce its contribution under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding in respect of the Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

- A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:
- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
 - (b) all non-financial records and documents relating to the Funds or otherwise to the Project.
- A.7.4 **Records Review.** The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:
- (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of the Project;
 - (c) the Recipient's allocation and expenditure of the Funds.
- A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
 - (b) remove any copies the Province makes pursuant to section A.7.5(a); and
 - (c) share any documents, records and findings with Canada.
- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;

(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 Proof of Insurance.** At the Province's request, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any

of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any costs for the Project without the Province's prior written consent;
- (b) cancel all further instalments of Funds;
- (c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) Subject to the limits of the Bilateral Agreement, determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project or to discontinue the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient plus Interest Earned;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;

- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.
- A.14.6 **Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

- A.24.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- A.24.2 Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- A.25.1 Other Agreements.** If the Recipient:
- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

A.26.0 SURVIVAL

- A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5

(Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal

Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
 - (b) prior to submitting a request for payment in respect of the Project under the Agreement,

- (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ONTARIO’S MAXIMUM CONTRIBUTION

B.3.1 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means \$593,768.07, rounded to two decimal places.

B.4.0 CANADA’S MAXIMUM CONTRIBUTION

B.4.1 Canada’s Maximum Contribution. Canada’s Maximum Contribution means \$890,741.18, rounded to two decimal places.

B.5.0 ADDRESSEES

B.5.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPRural@ontario.ca</p>
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Contact information for the purposes of Notice to the Recipient	Address: Town of Fort Frances 320 Portage Avenue Fort Frances, Ontario P9A 3P9 Attention: Travis Rob, Manager of Ops & Facilities Email: trob@fortfrances.ca
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**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The project is for the reconstruction of Colonization Road West. The work includes the replacement of approximately 0.478 kilometres of the asphalt and granular materials, and approximately 0.956 kilometres of concrete curb and gutters as well as the addition of a sidewalk on south side of road. The project does not include any stormsewer, watermain, sanitary sewer or catch basin related works.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$1,781,482.36, rounded to two decimal places.

C.2.2 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places.

C.2.3 Percentage of Federal Support. Percentage of Federal Support means 50%, rounded to two decimal places.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal approval date means July 25, 2019.

C.4.0 PROJECT STANDARDS

C.4.1 Canada's Requirements. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION,

TIMELINES, AND PROJECT STANDARDS

- C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.5.2 **Minor Changes to the Project Description, Financial Information, Timelines and Project Standards.** Subject to sections C.5.1 (Province's and Canada's Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule "C" (Project Description, Financial Information, Timelines and Project Standards).
- C.5.3 **Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards.** Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reporting Requirements. Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.
- (b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

- (c) **Final Report.** The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

- (d) **Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:
- (i) Climate Change Resilience Assessments;
 - (ii) Greenhouse Gas Emissions Assessments; and
 - (iii) Community Employment Benefit Assessments.

D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)

- D.2.1 **Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) that, in the opinion of the Province, are minor.
- D.2.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.3.0 COMPLIANCE AUDIT(S)

- D.3.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, the audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:
- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
 - (b) the Project’s progress or state of completion;
 - (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province’s and Canada’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but include:

- a) Costs directly associated with joint communication activities that are set out in Schedule “G” (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
- b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- c) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts awarded or executed prior to the Federal Approval Date;

- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,
 - ii. Buildings, or
 - iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Costs related to any underground infrastructure;
- l) Costs related to recreational trails;
- m) Real estate fees and related costs;
- n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;
- q) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;
- s) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- t) Taxes of any kind;
- u) Costs of relocating entire communities;
- v) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- w) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- x) Costs incurred contrary to Article 5 of Schedule “A” (Recipient’s Acquisition of Goods and Services and Disposal of Assets);
- y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.
- z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:
 - (i) Housing;
 - (ii) An early learning and childcare facility;
 - (iii) A health facility, or an education facility;
 - (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action, as approved by Canada;
 - (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or
 - (vi) Resource development infrastructure, notably industrial resource development access roads.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“Joint Communications” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“Aboriginal Community”, also known as “Aboriginal Group”, includes First Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

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

I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

I.3.0 PROVINCE’S ROLES AND RESPONSIBILITIES

The Province is responsible for:

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

I.4.0 RECIPIENT’S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the Recipient or the Province or Canada. Such notice must include language

- specifying that the Province and Canada are providing funding for the Project and that the Recipient is acting as the Province's and Canada's delegate for the purposes of the procedural aspects of consultation;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
 - (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
 - (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
 - (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
 - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
 - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
 - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
 - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
 - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
 - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
 - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province's request;
 - (m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding

- the Project and reporting to the Province and Canada any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province and Canada during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province and Canada the results of such discussions prior to implementing any applicable accommodation measures;
 - (o) Complying with the Province's or Canada's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province or Canada or both may require; and
 - (p) In Contracts, expressly securing the Recipient's right to respond to directions from the Province or Canada or both as the Province or Canada or both may provide.

I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

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

I.6.0 ASSISTING THE PROVINCE AND CANADA.

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

I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or Canada or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

I.8.0 NO SUBSTITUTION

This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province and Canada is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, Canada and provincial and federal ministries, boards, agencies and other regulatory decision-makers.

I.9.0 NOTICES IN RELATION TO THIS SCHEDULE

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule “B” of this Agreement.

**[SCHEDULE “J” – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule “A” (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
- (b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
- (c) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (d) such other information as the Province may request.

J.4.0 PAYMENTS

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 of this Schedule “J” (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For the Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 Holdback. For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 Final Payment. Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

January 8, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Lakeside Process Controls Support Agreement Renewal

The Town has utilized Lakeside Process Controls Delta V program for process control at their water and waste water treatment plants for over 13 years. This program is familiar to the operators, has tremendous capabilities and has always provided reliable service. The process control system is the brains of the plant and ensure that the water being distributed meets all stipulated regulations and is safe for the consumer.

The support agreement with Lakeside includes not only software updates but also computer upgrades and programming support over the term. Please see attached report from Mr. Craig Miller, Environmental Superintendent outlining the agreement and costs. As the Delta V program is proprietary, there is no other companies that can provide support to this system which is why this support was not tendered per the procurement policy.

Given the increase in costs coming into the next term, it is the recommendation of the Operations and Facilities Executive Committee to accept the proposal for a five year extension to the Lakeside support agreement at an annual cost of \$36,858.00 split equally between the water and waste water treatment plants, and further a by-law be prepared authorizing the mayor and clerk to execute the agreement.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to accept the proposal for a five year extension to the Lakeside support agreement at an annual cost of \$36,858.00 split equally between the water and waste water treatment plants, and further a by-law be prepared authorizing the mayor and clerk to execute the agreement.

Manager of Operations and Facilities

Document1

December 17, 2019

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

From: Craig Miller, P.Eng., Environmental Superintendent

SUBJECT: Lakeside Lifecycle Care Services Agreement

On Tuesday, December 17, 2019, I received a revised proposal from Lakeside Process Controls Ltd. for a Lifecycle Care Services Agreement supporting the Water Treatment Plant and Wastewater Treatment Plant SCADA systems. Their proposal is attached to this report. Our existing support agreement expires January 31, 2020.

Upon review of the package, Lakeside Process Controls offered two options to The Town of Fort Frances:

Option 1 : 3 years support @ \$39,616 per year (total 3 year cost of \$118,846)

Option 2 : 5 years support @ \$36,858 per year (total 5 year cost of \$184,290)

The current rate of the support agreement is \$35,148 per year. Option 1 represents an increase in cost of 12.7%. Option 2 represents an increase of 4.9%.

For both options, Lakeside Process Controls credited The Town for unused service hours over the previous 3 years (170 hours). As well, Option 2 is lower annual cost because the contract would be amortized over 5 years vs. 3 years. Lakeside Process Controls also adjust the annual service hours bank from 100 hours to 50 hours, more closely representing our actual usage of support.

It is my recommendation that the Town of Fort Frances enter into a 5 year service agreement with Lakeside Process Controls Ltd.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent



Emerson Process Management Lifecycle Care Service Agreement

Issued by



For

**Town of Fort Frances
Fort Frances, ON**



Agreement Reference:	CSS306
Issue Date:	17 December 2019
Agreement Period:	Commencing on 1 February 2020

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1. Executive Summary

Lakeside Process Controls Ltd. is pleased to offer the following annual support service agreement for the Town of Fort Frances. This support agreement includes a proactive, site specific support contract. We propose option on multi-year support agreement which will reduce Town of Fort Frances support costs.

Transferring the responsibility for keeping the system healthy to Lakeside will help Town of Fort Frances to:

- Reduce the Total Cost of Ownership
- Increase uptime and reduce outages
- Establish known, long term support costs that will allow for easier budgeting
- Ensure that the system is operating at its optimum level
- Maintain the system as up to date and avoid any component obsolescence
- Take advantage of the Lakeside Process Controls specialists

Town of Fort Frances will have access to trained DeltaV system specialists familiar with your system. The service agreement includes access to telephone support from our offices for your DeltaV systems.

The components proposed below are based on the current and short-term requirements of the systems. This will allow Town of Fort Frances to have a known annual cost to meet all operation and maintenance needs for your process automation system.

With an Agreement in place, Lakeside can plan our resources better and staff appropriately. This helps us to reduce our costs by, reducing service rates, reducing overtime, reducing time lost to reassigning resources, and time spent expediting work. These savings can be shared with you under multi-year, long-term Lifecycle Agreement.

Please note that this agreement requires that the Guardian Support agreement be in place and Guardian be active.

Based on our understanding of your system, we propose the following customized service agreement. Lakeside would be happy to discuss more options on multi-year support agreement and services. Lakeside's services are flexible and can be tailored to your needs.

2. System Details

Lakeside Process Controls Ltd. is pleased to offer the following annual support service agreement for the Emerson Process Management Process Automation Solution at your facility for the locations and systems shown below:

Type	Description	System ID	Size/Qty
DeltaV	Water Treatment Plant	0001-0002-2767	400 DST
DeltaV	Waste Water Treatment Plant	0001-0002-6292	300 DST

Water Treatment Plant DeltaV Workstations

Workstations	Description	Type	OEM Warranty Expiry Date	Years in Service / Age
PROPLUS	Professional Plus (Database server)	Precision T5810	17-Sep-23	1
OPER-1	Operator Station	Precision T5810	30-Jul-23	1

Waste Water Treatment Plant DeltaV Workstations

Workstations	Description	Type	OEM Warranty Expiry Date	Years in Service / Age
PROPLUS	Professional Plus (Database server)	Precision T5810	30-Jul-23	1
APP-1	Historian and Report	Precision T5810	17-Sep-23	1
OPER-1	Operator Station	Precision T5810	12-Feb-20	4

3. Support Agreement Development and Philosophy

Emerson's Lifecycle Care Mission is to enable our process automation system customers to achieve exceptional business results by managing the risks associated with their system. These risks include personal injury, Loss of system availability, Loss of process reliability, Theft or misuse of confidential information, Equipment damage, Process upsets, and Regulatory requirements violations.

To effectively manage these risks we have identified 5 key elements that need to be addressed by our Lifecycle care agreement:



To address the above elements we have service modules that target each element either on its own or in combination with other modules.

In addition to having targeted service modules at Emerson, we recognize that lifecycle support needs vary from one customer to another in both services activity content and time commitment. We understand that our customers make investments over the system lifecycle to help achieve business objectives, reduce operating and maintenance costs and keep assets running at peak performance.

4. Agreement Summary

The following table outlines the proposed support:

Item	Description
1.	<p>Lakeside Process Controls System Support</p> <p>Control System Specialists in Winnipeg, Thunder Bay, Sarnia, or Mississauga.</p> <ul style="list-style-type: none"> Access to remote support is provided by Lakeside Process Controls during normal business hours, 8:00 AM to 5:00 PM, Monday to Friday, except for statutory holidays. <ul style="list-style-type: none"> Note: All calls will use Service bank hours. 24 X 7 Emergency access to on-call Lakeside Process Controls services team.
2.	<p>Emerson Guardian Support for DeltaV</p> <ul style="list-style-type: none"> Software updates Emerson Telephone support 24/7 Remote system diagnostics Web based administration tools and automated e-mail notifications System Analysis Report Knowledge Base Articles (KBA) Technical support call management System Analysis report Conventional Software Support (CSS)
3.	<p>Preventative Maintenance Service</p> <ul style="list-style-type: none"> DeltaV System Preventative Maintenance and Patching Review of System Health, including Backups Lakeside will perform an annual preventative maintenance and patching on the DeltaV control system computer hardware during a plant maintenance outage. One (1) scheduled visit each year is provided under this Support Agreement and will be scheduled during regular working hours with travel time and expenses and during a plant maintenance outage. Weekend or holiday scheduling can be arranged and will be billed according to Support Service Rates and Terms. The scheduling of this service will be initiated by Lakeside Process Controls so as to be mutually convenient for both parties.

Item	Description
4.	<p>System Upgrade Service</p> <ul style="list-style-type: none"> • This support service provides the Town of Fort Frances with certified support specialists to perform all system revisions and/or upgrades. • Revision and Upgrade installation will be provided for the DeltaV control system and the AMS software if applicable. • One (1) scheduled visit is provided under this Support Agreement and will be scheduled during regular working hours with travel time and expenses and during a plant maintenance outage. • Weekend or holiday scheduling can be arranged and will be billed according to Support Service Rates and Terms. • The scheduling of this service will be initiated by Lakeside Process Controls so as to be mutually convenient for both parties.
5.	<p>Computer Evergreen</p> <ul style="list-style-type: none"> • The Computer Evergreen provides future replacement of the Town of Fort Frances's DeltaV Workstations with Emerson tested and approved PC Hardware. This service protects your investment and ensures your technology stays current in a fast-changing environment. • This includes the cost for hardware replacements only; any services if needed will require the use of Bank Hours or a separate purchase order. • Lakeside will proactively manage the system to ensure all computer hardware is replaced prior to the end of its recommended lifespan. • Lakeside will plan and schedule computer repairs and maintenance on the control system computer hardware so that computer hardware will be replaced if failed (and out of Dell warranty) or if it has been in service for 5 years. Non-Emerson software will be loaded at additional cost of time and materials.

Item	Description
6.	<p>Lakeside Service Bank</p> <ul style="list-style-type: none"> • A total bank of 50 hours each year is included in the agreement for scheduled services. • These support bank hours are flexible and are intended for use with making configuration changes, peer code reviews, hardware changes, etc. • Hours will be deducted from the deposit as time is used throughout the year. • Any support services under this service bank must be scheduled in advance with Lakeside. • Support service time will be compiled against the bank and include both standard "day time" and scheduled "after hours". An additional rate factor will be applied to all services scheduled "after hours" as outlined in the "Scheduled Support Service Rates and Terms". Similarly, expenses may be converted to equivalent hours and logged against the service bank. • Service Bank may also be used for other Lakeside Process Controls products or services.

5. Lifecycle Care Support Agreement Commercial Summary

This Agreement may be purchased every year or as part of a multi-year Agreement. We are able to offer discounting (shown below) with Multi-year agreements.

With a multi-year agreement in place, Lakeside can plan our resources better and staff appropriately. This helps us to reduce our costs by reducing service rates, reducing overtime, reducing time lost to reassigning resources, and time spent expediting work. These savings can be shared with you under multi-year, long-term Lifecycle Agreement.

3-Year Support Agreement Option

ITEM	DESCRIPTION	CAN\$
1	Emerson Guardian Support for DeltaV Lakeside 24x7 Emergency Access Technical Support Calls Preventative Maintenance Service System Upgrade Service Computer Evergreen Service Bank Hours (150 Hours)	\$140,096
	Credit on Unused Bank Hours from previous agreement	(\$21,250)
	3-Year Support Agreement Option	\$118,846
	Normalized Annual Cost	\$39,616

ITEM	DESCRIPTION	CAN\$
1	Emerson Guardian Support for DeltaV Lakeside 24x7 Emergency Access Technical Support Calls Preventative Maintenance Service System Upgrade Service Computer Evergreen Service Bank Hours (250 Hours)	\$205,540
	Credit on Unused Bank Hours from previous agreement	(\$21,250)
	5-Year Support Agreement Option	\$184,290
	Normalized Annual Cost	\$36,858

6. Notes and Assumptions

- Pricing Includes Multi-year Discounts
- Prices are shown as annual costs.
- Multi-year agreement pricing will be adjusted annually based on the actual DST/Tag count, current price book at the agreement anniversary date, changes to the system such as technology changes or expansions, and a review of services provided in the previous year.
 - An annual review of the system by Lakeside and Town of Fort Frances will be scheduled prior to the Agreement Anniversary date.
 - System support costs are based on the number of licensed DSTs and Tags in the system.
 - Changes to the system size during a multiyear term: Pricing will be adjusted at the Next annual anniversary date.
 - Lakeside will work with Town of Fort Frances to schedule system size increases.
 - There are no scale-up charges for systems expansions during the current year agreement period.
 - When the additional support costs for the larger system are calculated, you will receive the same multi-year discount for the DSTs added.
 - Early cancellation of multi-year agreement will be subject to cancellation fees
 - Early cancellation of a multi-year agreement will be subject to an early cancellation fee. This early cancellation fee will be equal to the sum of the multi-year incentives previously provided under this agreement.
 - For example, if the five-year commitment is cancelled after only three years, the cancellation fee will be equal to the sum of multi-year incentives that was provided in each of the previous three years. The cancellation fee will also include the deferred costs of the evergreen hardware already delivered.
 - For a five (5) year agreement, the maximum available Guardian Support discount has been applied.
 - Any technology changes may impact the agreement and will require a pricing review adjustment.
- The US/Canadian exchange rate will be reviewed annually for any non-service items purchased in Canadian funds. An adjustment will be calculated at the agreement anniversary. Variations of more than 0.03 exchange points from the previous year will be applied.
- Services beyond the time specified for the site visit will be charged according to the rate sheet.
- The Lifecycle agreement will not increase the system size or hardware; system expansion will be covered by projects and work orders outside of the lifecycle agreement.
- Rates are per the Lakeside Process Controls Rate Sheet.

- Based on the volume of scheduled services in the agreement, Town of Fort Frances is receiving a discount for all services from the standard hourly Services Rate Sheet.
- Under this agreement, Service bank hours are offered at a discounted rate to be used for unplanned maintenance, emergency support, and any planned programming changes. This will give you a known cost and also help to reduce the cost of changes and emergency support.
- We recommend that major version of DeltaV and AMS Device Manager upgrades are scheduled every 3 years to 5 years. i.e. the next upgrade would be in 2021 or 2022.
 - Any upgrades would be scheduled to coincide with the Preventative Maintenance. This will reduce the overall cost of the upgrade as there are common tasks between the upgrade and the Preventative Maintenance. An estimate of the upgrade services will be given based on the system status (versions, computer age, etc).

7. Contacts and Communications Protocol

Phone Technical Support: For business hours telephone technical support, please contact Lakeside Process Controls at **204-633-9197**.

Scheduled On-site Support: For on-site assistance please call **Alex Mazin** at **204-631-0701** during normal local business hours. If the contact person is unavailable, please contact our main office at **204 633-9197**.

Sales Support: For new product inquiries and pricing, please contact **Justin Stanus** at **204-914-2700**.

Software Renewals and Technical Documentation: Software and on-line information can be access utilizing the Internet, log on to <http://www.emersonprocess.com/systems/support> Guardian support web site. This site will give you access to download your specific DeltaV license codes, browse and download Knowledge Base Articles (KBA's) or other applicable white papers.

Feedback & Comments: Lakeside is committed to your satisfaction and we value your feedback. We will periodically ask Town of Fort Frances for feedback via surveys, interviews or calls. If Town of Fort Frances has additional feedback – positive or negative – to be recorded, please advise Alex Mazin or Justin Stanus.

8. Service Agreement Acceptance

This Lakeside Process Control Lifecycle Care Support Agreement shall become effective on **February 1, 2020** and shall remain in effect for **3 or 5** year(s) from such date.

The service coverage provided under this agreement is described in the Agreement Summary of this document. See all notes and assumptions.

<u>Town of Fort Frances</u>	<u>Lakeside Process Controls Ltd.</u>
Name: _____	Name: <u>Adam Troeller</u>
Signature: _____	Signature: _____
Title: _____	Title: <u>Branch Manager</u>
Date: _____	Date: _____

Note: Lakeside Terms and Conditions: [HERE](#)

9. Scheduled Support Service Rates and Terms

Lakeside Process Controls Ltd. maintains a staff of experienced systems professionals who are capable of providing the scope of support services required for our customers process automation solutions.

We are pleased to offer a discounted scheduled service rate to Town of Fort Frances for system support services.

<u>Service Description</u>	<u>2019 On-Demand Rate</u>	<u>Bank Hour Rate Discounted</u>	
		<u>3-year Option</u>	<u>5-year Option</u>
Process Automation Engineering and Service Support for DeltaV and AMS Device Manager services	\$215	\$150	\$135

* Plus Travel Time, Living Expenses and applicabe Rate Premiums

Terms and Conditions Governing Rates and Travel

Rates for services are subject to the following qualifications:

1. Planned services to be scheduled with 5 business days' notice.
2. Service bank rates are based on normal business hours. Notice is required for scheduled services. Please note the following clarifications:
 - a. At Site
 - i. Scheduled at site services require 5 business days' notice.
 - ii. Same day service is available for 50% expedite fee.
 - iii. Next day service is available for 30% expedite fee.
 - iv. Under 5-day support service available for 15% expedite fee.
 - b. For in office or remote support the standard rate premiums apply.
3. A four (4) hour minimum charge (including travel time) applies to scheduled services.
4. Rates are for 8 hours/day, Monday through Friday, between 8:00 A.M. and 5:00 P.M., after 8 hours, a premium of 1.5 times the base rate applies.
5. On Saturday, between 8:00 A.M. and 5:00 P.M., a premium of 1.5 the base rate applies to the first 8 hours and increases to 2.0 times the base rate for any additional hours.
6. All hours on Sunday or Statutory holidays are subject to 2.0 times the base rate.
7. Travel time will be charged on the same basis as actual working time except at a rate \$98/Hour.
8. Telephone support or remote troubleshooting services are subject to a minimum billing of ½ hour.
9. All expenses will be billed at cost plus 10%.

10. Airfares, car rentals and other public transportation will be billed at cost based on actual point of origin.
11. Rates are subject to annual increases. The year over year price changes for the rates above shall be limited to a maximum three percent (3%), or the Bank of Canada Consumer Price Index plus one-half of one percent (0.5%), whichever is greater
12. Rates for Specialist services will be quoted separately.
13. The Rate above is for system support services. Project pricing may vary.

10. Terms and Conditions

Lakeside Process Controls Ltd. terms and conditions for sale will apply. [HERE](#)

This quotation is valid for consideration for 30 days.

Delivery:	Per Agreement
Incoterms:	Ex Works Winnipeg
Funds:	Canadian Dollars as stated
Taxes:	Extra
Payment:	Net 30 Days. Agreement is invoiced annually on the anniversary date.
Duration:	Commencing on 1 February 2020

Notes:

1. Purchase Order to be issued noting multiyear commitment, individual annual Purchase Orders are acceptable.

January 8, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of Tender 19-OF-14 – 2020 Colonization Road Reconstruction

During the week of November 18, 2019, the Town advertised for a Tender Call for the reconstruction of Colonization Road West from 1302 to Armstrong Place, Sidewalk along McIrvine Road from Kings Highway to FFHS, Sanitary Spot Repair Victoria Avenue from 6th Street 30m South and various water valves and hydrants with the tender closing on Tuesday, December 17, 2019. Advertisements were placed in the Fort Frances Times, Chronicle Journal, Thunder Bay Construction Association, Winnipeg Construction Association and on the Town of Fort Frances website.

Five (5) tender packages were distributed to construction contractors and/or suppliers with two (4) Contractors submitting tender bids;

Contractor	Price (HST Included plus \$150,000.00 Contingency Allowance)
George Armstrong Co.	\$3,784,315.76
1876118 Ontario Ltd.	\$3,038,099.92
Bay City Contractors	\$2,791,052.54
Tom Veert Contracting	\$2,411,182.62

The works tendered consisted of three (3) individual projects to be completed in 2020, and one in 2021. The projects are as follows:

2020 Construction Program

1. Reconstruction of Colonization Road West from 1302 to Armstrong Place

Full recondition of Colonization Road including the replacement of sanitary sewer main, watermain, asphalt surface, storm sewer and landscaping including the construction of a concrete sidewalk along the south portion of the road.

2. Sidewalk along McIrvine Road from Kings Highway to FFHS

From a request from FFHS to install a sidewalk along this section, the boulevard grading and preparation for the installation of a new sidewalk along the east side of McIrvine Road from Kings Highway to the Fort Frances High School entrance. This project would be cost shared with the Rainy River District School Board.

3. Sanitary Spot Repair on Victoria Avenue North from 6th St 30m south.

The sanitary sewer in this area has totally failed and this 30m section needs full replacement. At this time, no properties are experiencing service disruption, however issues are imminent. This project includes only the replacement of the sanitary sewer main and reinstating the road base and asphalt surface.

4. Fire Hydrant and Valve Replacement (Various Locations)

Replacement of non-operational hydrant and valve sets in various locations around town.

2021 Construction Program

5. Surface Coarse paving of Colonization Road West

Installation of the Surface Coarse paving on Colonization Road from 1302 to Armstrong Place including line painting.

The 2020 work is scheduled to begin ASAP in May and to be completed by September 30, 2020 with the 2021 work to be completed by June 15, 2021 .

In accordance with the Town's procurement policy, Administration has an obligation to point out to Council any tender irregularities. All tenders submitted were complete and compliant. **See Spreadsheet No. 1**, which outlines details on the four (4) tender bids received and the associated costs for each individual project. Also, highlighted in "green" indicates the lowest unit bid price and "red" indicates the highest unit bid price and the 2019 works are shown in "blue" text.

The low tender bid was Tom Veert Contracting with a total cost of \$2,411,182.62 which includes a \$150,000 contingency allowance spread over the two years and HST. Please review the attached **Spreadsheet No. 2** - outlining the 2020 capital budget allocations for each project vs. the lowest tender bid from Tom Veert Contracting plus Hatch engineering costs (10%) and all funding allocations.

Please find attached a letter report from Hatch recommending that Tom Veert Contracting be awarded this tender as they are the low tender and, in the past, have performed well on similar projects in our community.

It is recommended by Administration that the following be approved:

- That Tender 19-OF-14 – 2020 – Colonization Road West Reconstruction, Watermain and Sewer Replacement be awarded to Tom Veert Contracting at an estimated cost of \$2,411,182.62 which includes HST and a contingency allowance of \$150,000.00.
- That prior to construction start, an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain first-hand knowledge of these projects and have the opportunity to ask any questions. The exact date of the meeting is unknown at the time of writing this report.
- That the Mayor and Clerk be authorized to execute the contract documents on behalf of the Corporation of the Town of Fort Frances.

Respectfully Submitted



Travis Rob, P.Eng.

Manager of Operations and Facilities

Council approval of this report will ensure:

- **That Tender 19-OF-14 – 2020 – Colonization Road West Reconstruction, Watermain and Sewer Replacement be awarded to Tom Veert Contracting at an estimated cost of \$2,411,182.62 which includes HST and a contingency allowance of \$150,000.00.**
- **That prior to construction start, an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain first-hand knowledge of these projects and have the opportunity to ask any questions. The exact date of the meeting is unknown at the time of writing this report.**
- **That the Mayor and Clerk be authorized to execute the contract documents on behalf of the Corporation of the Town of Fort Frances.**

2020Jan Award of Tender 19-OF-14 colonization Road Reconstruction

1.8 SCHEDULE OF TENDER PRICES					George Armstrong Construction		1876118 Ontario Ltd. O/A Makkinga Contracting		Bay City Contractors		Tom Veert Contracting	
A. For those Tender Items identified by the notation (P) in the “Unit” column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in												
ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE
COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+500) - DWG A1-358405-P3-P4												
SECTION A - GRADING												
A.001	206, SP	Earth Excavation (Grading)	4,450	m ³ (P)	\$ 18.00	\$ 80,100.00	\$ 18.00	\$ 80,100.00	\$ 15.00	\$ 66,750.00	\$ 10.82	\$ 48,149.00
A.002	310, SP	Hot Mix HL4 Asphalt (Binder Course 50mm)	665	t	\$ 300.00	\$ 199,500.00	\$ 260.00	\$ 172,900.00	\$ 270.00	\$ 179,550.00	\$ 263.20	\$ 175,028.00
A.003	310, SP	Hot Mix HL4 Asphalt (Surface Course 50mm)	665	t	\$ 290.00	\$ 192,850.00	\$ 245.00	\$ 162,925.00	\$ 255.00	\$ 169,575.00	\$ 248.09	\$ 164,979.85
A.004	314, SP	Granular 'A'	2,040	t	\$ 30.00	\$ 61,200.00	\$ 30.00	\$ 61,200.00	\$ 25.00	\$ 51,000.00	\$ 25.49	\$ 51,999.60
A.005	314, SP	Granular 'B' (Type II)	5,965	t	\$ 30.00	\$ 178,950.00	\$ 27.00	\$ 161,055.00	\$ 25.00	\$ 149,125.00	\$ 23.25	\$ 138,686.25
A.006	510, SP	Removal of Asphalt Pavement (Full Depth)	4,950	m ² (P)	\$ 6.00	\$ 29,700.00	\$ 8.00	\$ 39,600.00	\$ 5.00	\$ 24,750.00	\$ 2.39	\$ 11,830.50
A.007	510, SP	Removal of Curb and Gutter	986	m(P)	\$ 12.00	\$ 11,832.00	\$ 25.00	\$ 24,650.00	\$ 17.00	\$ 16,762.00	\$ 7.24	\$ 7,138.64
A.008	353, SP	Curb and Gutter	986	m	\$ 180.00	\$ 177,480.00	\$ 186.00	\$ 183,396.00	\$ 150.00	\$ 147,900.00	\$ 132.21	\$ 130,359.06
A.009	510, SP	Remove Concrete Driveway	283	m ²	\$ 30.00	\$ 8,490.00	\$ 35.00	\$ 9,905.00	\$ 25.00	\$ 7,075.00	\$ 75.28	\$ 21,304.24
A.010	351, SP	Concrete Driveway Aprons	333	m ²	\$ 300.00	\$ 99,900.00	\$ 215.00	\$ 71,595.00	\$ 175.00	\$ 58,275.00	\$ 213.99	\$ 71,258.67
A.011	351, SP	Lockstone Driveway Aprons	6	m ²	\$ 100.00	\$ 600.00	\$ 175.00	\$ 1,050.00	\$ 175.00	\$ 1,050.00	\$ 339.66	\$ 2,037.96
A.012	351, SP	Asphalt Driveway Aprons	10	m ²	\$ 150.00	\$ 1,500.00	\$ 130.00	\$ 1,300.00	\$ 110.00	\$ 1,100.00	\$ 103.31	\$ 1,033.10
A.013	351, SP	Gravel Driveway Aprons	16	m ²	\$ 100.00	\$ 1,600.00	\$ 35.00	\$ 560.00	\$ 35.00	\$ 560.00	\$ 99.35	\$ 1,589.60
A.014	310, SP	Concrete Sidewalk	700	m ²	\$ 275.00	\$ 192,500.00	\$ 181.00	\$ 126,700.00	\$ 145.00	\$ 101,500.00	\$ 144.70	\$ 101,290.00
A.015	Section 02930	100 mm Topsoil and Sod	1,880	m ²	\$ 25.00	\$ 47,000.00	\$ 18.00	\$ 33,840.00	\$ 18.00	\$ 33,840.00	\$ 17.55	\$ 32,994.00
A.016	510, SP	Boulevard Works Stripping and Removal	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,650.00	\$ 8,650.00	\$ 9,500.00	\$ 9,500.00	\$ 8,919.23	\$ 8,919.23
A.017	710	Pavement Markings	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 7,500.00	\$ 7,500.00
Total Section A - Grading						\$ 1,316,202.00		\$ 1,155,426.00		\$ 1,034,312.00		\$ 803,617.85
COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+500) - DWG A1-358405-P3-P4												
Section B - Storm Sewers												
B.001	510, SP	Remove Existing Catchbasins and Manholes	18	ea	\$ 2,000.00	\$ 36,000.00	\$ 1,000.00	\$ 18,000.00	\$ 1,000.00	\$ 18,000.00	\$ 2,058.03	\$ 37,044.54
B.002	510, SP	Remove Existing Catchbasin Leads	82	m	\$ 100.00	\$ 8,200.00	\$ 40.00	\$ 3,280.00	\$ 25.00	\$ 2,050.00	\$ 153.53	\$ 12,589.46
B.003	510, SP	Reconnect Storm Sewer Various Sizes	16	ea	\$ 4,000.00	\$ 64,000.00	\$ 3,200.00	\$ 51,200.00	\$ 1,800.00	\$ 28,800.00	\$ 1,349.33	\$ 21,589.28
B.004	407, SP	Catchbasin Manholes	8	ea	\$ 10,000.00	\$ 80,000.00	\$ 13,500.00	\$ 108,000.00	\$ 11,500.00	\$ 92,000.00	\$ 8,429.81	\$ 67,438.48
B.005	407, SP	Catchbasins	10	ea	\$ 8,000.00	\$ 80,000.00	\$ 4,000.00	\$ 40,000.00	\$ 4,750.00	\$ 47,500.00	\$ 4,453.78	\$ 44,537.80
B.006	410	Catchbasin Leads 250 mm (PVC SDR 35)	86	m	\$ 350.00	\$ 30,100.00	\$ 190.00	\$ 16,340.00	\$ 225.00	\$ 19,350.00	\$ 257.79	\$ 22,169.94
Total Section B - Storm Sewers						\$ 298,300.00		\$ 236,820.00		\$ 207,700.00		\$ 205,369.50

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE
COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+500) - DWG A1-358405-P3-P4												
Section C - Watermain												
C.001	510,441, SP	Remove and Replace Existing 150 Watermain with New 150 mm PVC Watermain	488	m	\$ 500.00	\$ 244,000.00	\$ 345.00	\$ 168,360.00	\$ 462.00	\$ 225,456.00	\$ 366.89	\$ 179,042.32
C.002	441, SP	150 mm Water Valve and Box	3	ea	\$ 4,500.00	\$ 13,500.00	\$ 3,250.00	\$ 9,750.00	\$ 2,900.00	\$ 8,700.00	\$ 4,142.20	\$ 12,426.60
C.003	441, SP	Hydrant Set	4	ea	\$ 20,000.00	\$ 80,000.00	\$ 17,000.00	\$ 68,000.00	\$ 12,000.00	\$ 48,000.00	\$ 11,306.71	\$ 45,226.84
C.004	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops to Property Line	25	ea	\$ 4,000.00	\$ 100,000.00	\$ 4,000.00	\$ 100,000.00	\$ 2,750.00	\$ 68,750.00	\$ 1,903.42	\$ 47,585.50
C.005	441, SP	Remove Existing and Replace 50 mm Copper Water Service and Curb Stops to Property Line	1	ea	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 104,019.14	\$ 104,019.14
C.006	441, SP	Temporary Water Service	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,033.31	\$ 9,033.31
Total Section C - Watermain						\$ 545,000.00		\$ 372,110.00		\$ 365,906.00		\$ 397,333.71
COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+500) - DWG A1-358405-P3-P4												
Section D - Sanitary												
D.001	510, SP	Remove Existing Sanitary Sewer	224	m	\$ 100.00	\$ 22,400.00	\$ 35.00	\$ 7,840.00	\$ 30.00	\$ 6,720.00	\$ 140.44	\$ 31,458.56
D.002	410, SP	300 mm PVC SDR Sanitary Sewer	224	m	\$ 850.00	\$ 190,400.00	\$ 360.00	\$ 80,640.00	\$ 635.00	\$ 142,240.00	\$ 328.74	\$ 73,637.76
D.003	410, SP	Remove and Replace Existing 150 mm Sanitary Services	26	ea	\$ 4,500.00	\$ 117,000.00	\$ 6,000.00	\$ 156,000.00	\$ 2,900.00	\$ 75,400.00	\$ 2,955.19	\$ 76,834.94
D.004	410, SP	Temporary Sewer Service	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 23,911.79	\$ 23,911.79
D.005	409, SP	Closed Circuit Television Inspection of Sanitary Sewer Mainline	224	m	\$ 25.00	\$ 5,600.00	\$ 40.00	\$ 8,960.00	\$ 20.00	\$ 4,480.00	\$ 11.99	\$ 2,685.76
D.006	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	224	m	\$ 30.00	\$ 6,720.00	\$ 51.75	\$ 11,592.00	\$ 20.00	\$ 4,480.00	\$ 32.09	\$ 7,188.16
D.007	SP	Adjust Existing Manhole Frame & Covers	5	ea	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 750.00	\$ 3,750.00	\$ 1,000.00	\$ 5,000.00
Total Section D - Sanitary						\$ 422,120.00		\$ 285,032.00		\$ 247,070.00		\$ 220,716.97
TOTAL COLONIZATION ROAD WEST (From Sta 2+007 To Sta 2+250)						\$ 2,581,622.00		\$ 2,049,388.00		\$ 1,854,988.00		\$ 1,627,038.03
McIRVINE ROAD SIDEWALK (From Sta 0+971 To Sta 1+051) - DWG A1-358405-P5 & VICTORIA AVENUE NORTH SANITARY SEWER SPOT REPAIR (DWG A1-358405-SK2)												
Section E - Grading												
E.001	206, SP	Earth Excavation (Grading)	47	m³(P)	\$ 50.00	\$ 2,350.00	\$ 18.00	\$ 846.00	\$ 20.00	\$ 940.00	\$ 21.42	\$ 1,006.74
E.002	310, SP	Asphalt Repair (40mm Thickness)	3	m²	\$ 500.00	\$ 1,500.00	\$ 145.00	\$ 435.00	\$ 100.00	\$ 300.00	\$ 134.64	\$ 403.92
E.003	314, SP	Granular 'A'	150	t	\$ 50.00	\$ 7,500.00	\$ 30.00	\$ 4,500.00	\$ 40.00	\$ 6,000.00	\$ 27.13	\$ 4,069.50
E.004	314, SP	Granular 'B' Type I	75	t	\$ 50.00	\$ 3,750.00	\$ 21.00	\$ 1,575.00	\$ 25.00	\$ 1,875.00	\$ 22.08	\$ 1,656.00
E.005	510, SP	Removal of Asphalt Sidewalk	16	m²	\$ 80.00	\$ 1,280.00	\$ 35.00	\$ 560.00	\$ 25.00	\$ 400.00	\$ 26.72	\$ 427.52
E.006	353, SP	Concrete Sidewalk	121	m²	\$ 300.00	\$ 36,300.00	\$ 230.00	\$ 27,830.00	\$ 180.00	\$ 21,780.00	\$ 157.95	\$ 19,111.95
E.007	Section 02930	75 mm Topsoil and Sod	175	m²	\$ 30.00	\$ 5,250.00	\$ 18.00	\$ 3,150.00	\$ 25.00	\$ 4,375.00	\$ 22.82	\$ 3,993.50
E.008	Section 02510	Tactile Warning Plates	4	ea	\$ 600.00	\$ 2,400.00	\$ 500.00	\$ 2,000.00	\$ 700.00	\$ 2,800.00	\$ 266.50	\$ 1,066.00
E.009	510, SP	Boulevard Works Stripping and Removal	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 787.04	\$ 787.04
E.010	SP	Victoria Avenue North Sanitary Sewer Spot Repair, Complete	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00	\$ 152,395.77	\$ 152,395.77
Total Section E - Grading						\$ 85,330.00		\$ 106,896.00		\$ 95,970.00		\$ 184,917.94
TOTAL McIrvine Road Sidewalk & Victoria Avenue North Sanitary Sewer Spot Repair						\$ 85,330.00		\$ 106,896.00		\$ 95,970.00		\$ 184,917.94

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE
*MISCELLANEOUS WATER WORKS (DWG A1-358405-SK1)												
Section F												
*F.001	441, SP	Remove and Replace Hydrant Set	7	ea	\$ 20,000.00	\$ 140,000.00	\$ 18,000.00	\$ 126,000.00	\$ 17,000.00	\$ 119,000.00	\$ 12,531.57	\$ 87,720.99
*F.002	441, SP	Remove and Replace 150mm Valve and Box	5	ea	\$ 20,000.00	\$ 100,000.00	\$ 10,000.00	\$ 50,000.00	\$ 12,000.00	\$ 60,000.00	\$ 3,617.23	\$ 18,086.15
*F.003	441, SP	Remove and Replace 250mm Valve and Box	1	ea	\$ 20,000.00	\$ 20,000.00	\$ 14,400.00	\$ 14,400.00	\$ 15,500.00	\$ 15,500.00	\$ 6,702.79	\$ 6,702.79
*F.004	441, SP	Remove and Replace 300mm Valve and Box	1	ea	\$ 22,000.00	\$ 22,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,500.00	\$ 17,500.00	\$ 8,306.03	\$ 8,306.03
Total Section F						\$ 282,000.00		\$ 205,400.00		\$ 212,000.00		\$ 120,815.96
TOTA L MISCELLANEOUS WATER WORKS						\$ 282,000.00		\$ 205,400.00		\$ 212,000.00		\$ 120,815.96
GENERAL												
G.001	SP	Bonds & Insurance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 36,018.00	\$ 36,018.00
G.002	SP	Mobilization & Demobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 151,900.00	\$ 151,900.00	\$ 107,000.00	\$ 107,000.00	\$ 15,000.00	\$ 15,000.00
G.003	SP	Contingency Allowance	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
TOTAL GENERAL						\$ 400,000.00		\$ 326,900.00		\$ 307,000.00		\$ 201,018.00
SUB-TOTAL						\$ 3,348,952.00		\$ 2,688,584.00		\$ 2,469,958.00		\$ 2,133,789.93
SUMMARY OF TENDER PRICES												
COLONIZATION ROAD WEST												
Section A - Grading						\$ 1,316,202.00			\$ 1,155,426.00			\$ 1,034,312.00
Section B - Storm Sewers						\$ 298,300.00			\$ 236,820.00			\$ 207,700.00
Section C - Watermain						\$ 545,000.00			\$ 372,110.00			\$ 365,906.00
Section D - Sanitary						\$ 422,120.00			\$ 285,032.00			\$ 247,070.00
TOTAL COLONIZATION ROAD WEST						\$ 2,581,622.00			\$ 2,049,388.00			\$ 1,854,988.00
McIRVINE ROAD SIDEWALK & VICTORIA AVENUE SANITARY SPOT REPAIR												
Section E - Grading						\$ 85,330.00			\$ 106,896.00			\$ 95,970.00
TOTAL McIRVINE ROAD SIDEWALK & VICTORIA AVE SANITARY SPOT REPAIR						\$ 85,330.00			\$ 106,896.00			\$ 95,970.00
MISCELLANEOUS WATERWORKS												
Section F						\$ 282,000.00			\$ 205,400.00			\$ 212,000.00
TOTAL MISCELLANEOUS WATERWORKS						\$ 282,000.00			\$ 205,400.00			\$ 212,000.00
GENERAL												
TOTAL GENERAL						\$ 400,000.00			\$ 326,900.00			\$ 307,000.00
SUB-TOTAL TENDER PRICE						\$ 3,348,952.00			\$ 2,688,584.00			\$ 2,469,958.00
13% HST						\$ 435,363.76			\$ 349,515.92			\$ 321,094.54
TOTAL TENDER PRICE						\$ 3,784,315.76			\$ 3,038,099.92			\$ 2,791,052.54

* Provisional Tender Items - Tender Items identified as Provisional may be deleted prior to/after Contract Award without affecting any other Tender Item prices, and without penalty or recourse.



973 Balmoral Street, Suite 101
 Thunder Bay, Ontario, Canada P7B 0E2
 Tel: +1 (807) 623 3449 Fax: +1 (807) 623 5925 www.hatch.com

December 19, 2019

358405-P

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

Attention: Travis Rob, P.Eng.

**Re: 2020 Colonization Road Reconstruction, Watermain and Sewer Improvements
 Tender No.19-OF-14
 Tender Recommendation**

Tenders for the above project were received by the Town of Fort Frances on or before 2:00 pm (CDT) on Tuesday, December 17th, 2019. Four (4) tenders were received, and are listed below in ascending order:

<u>Tenderer</u>	<u>Tender Price</u>
1) Tom Veert Contracting Limited (TVCL)	\$2,606,085.16
2) Bay City Contractors (Thunder Bay) Ltd.	\$2,791,052.54
3) Makkinga Contractors & Equipment Rental	\$3,038,099.92
4) George Armstrong Co. Limited	\$3,784,315.76

The above tender prices include H.S.T. The Tenders were checked arithmetically and were all found to be correct.

TENDER IRREGULARITIES

A review of the tenders was undertaken. All of the four (4) tenderers submitted a Bid Bond in the amount of 10% of the Tender Price, an Agreement to Bond and/or Consent of Surety and acknowledged the receipt of the one (1) Addendum that were issued. All tenderers included completed Forms A, B, C, D, and E of the Tender documents.

REVIEW OF TENDER PRICES

A review of the tender prices submitted by the tenderers was undertaken. TVCL's tender pricing was overall lower than the other tenderers. Items pertaining to concrete, storm sewers, watermain, sanitary sewers and hydrants and valves account for a significant difference between the two tenders.

The TVCL's tender had significantly higher prices for Items C.005 (Remove Existing and Replace 50mm Copper Water Service and Curb Stop to Property Line) and E.010 (Victoria Avenue North Sanitary Sewer Spot Repair, Complete). These higher prices may indicate that the Contractor has applied their overhead and profit to these items. Furthermore, the TVCL's tender had generally a lower price for Item A.017 (Pavement Markings). The low tenderer confirmed they priced out the proper type of pavement markings, as per the

358405, Rev. A



Town of Fort Frances
2020 Colonization Road Reconstruction – Contract No.19-OF-14
Tender Recommendation
December 19, 2019

Contract specifications. Overall, the low tenderer has indicated they are comfortable with the price submitted.

The engineers estimate for this project was approximately 12% higher than the lowest submitted tender and the lowest bidder was approximately 7% lower than the 2nd lowest bidder.

LOW TENDERER'S QUALIFICATIONS

TVCL is an experienced road and sewer contractor and have completed numerous road reconstruction/underground infrastructure projects for various clients including New Gold, Town of Fort Frances, and the Township of Emo, in the recent past (reference the Tendering Supplements, Form A, Tenderer's Experience in Similar Work for a detailed summary of recent similar projects).

TVCL is proposing to carry out the majority of the work with their own forces which includes all the excavation and grading and pipe works. TVCL has stated that all asphalt works will be completed by Pioneer Construction and all concrete works will be completed by Coratina Construction.

PROPOSED PROJECT SCHEDULE

This Contract includes a completion date of September 30, 2019, with only the surface course paving and pavement markings being deferred till the spring of 2021 and prior to June 15, 2021.

TVCL has indicated that they will be able to begin work in the spring of 2020, pending written authorization to proceed and executed tender documents. TVCL stated that they will have dedicated crews working onsite throughout the Contract and do not anticipate any issues meeting the specified completion dates.

RECOMMENDATION

We therefore recommend that the Contract be awarded to Tom Veert Contracting Limited in the amount of \$2,606,084.85 (including H.S.T). This amount includes a contingency amounts for \$150,000 that will not be spent without authorization from the Town of Fort Frances.

With this report we are enclosing a spreadsheet showing a comparison of the tender prices and the engineer's estimate.

Yours very truly,

Joseph De Luca, P. Eng.
Senior Project Engineer
Encl.

2020 Tender 19-OF-14 Bid and Budget Summary Sheet

Spreadsheet #2

	Description	Tom Veert Low bid	Portion of General*	10% Engineering	Total + Town's portion HST	Grant Funds (ICIP & OCIF Formula)**	Town's Portion Cost	Town %	Grant %
Col on i z a t i o n Road W	Grading	\$803,617.85	\$83,580.30	\$88,719.81	\$993,094.12	\$827,545.33	\$165,548.79	16.67%	83.33%
	Storm Sewer	\$205,369.50	\$21,359.46	\$22,672.90	\$253,791.33	\$253,791.33	\$0.00	0.00%	100.00%
	Watermain	\$397,333.71	\$41,324.70	\$43,865.84	\$491,016.68	\$190,412.84	\$300,603.85	61.22%	38.78%
	Sanitary	\$220,716.97	\$22,955.67	\$24,367.26	\$272,757.41	\$190,412.84	\$82,344.58	30.19%	69.81%
	SUBTOTAL	\$1,627,038.03	\$169,220.14	\$179,625.82	\$2,010,659.54	\$1,462,162.33	\$548,497.21	27.28%	72.72%
						Funding From RRDSB			
M s c W b r k s	Mclrvine Rd Sidewalk	\$32,522.17	\$3,382.47	\$3,590.46	\$40,190.22	\$20,095.11	\$20,095.11	50%	50%
	Victoria Ave Sanitary Spot Repair	\$152,395.77	\$15,849.93	\$16,824.57	\$188,327.50	\$0.00	\$188,327.50	100%	0%
	Misc Water	\$120,815.96	\$12,565.47	\$13,338.14	\$149,301.83	\$0.00	\$149,301.83	100%	0%
	TOTAL 2020 PROGRAM	\$1,932,771.93	\$201,018.00	\$213,378.99	\$2,388,479.10	\$1,482,257.44	\$906,221.66		

* General includes bonds, insurance, mob/demob and \$150,000.00 contingency allowance.

**Total OCIF Funding allocated in the budget to this work - \$634,617.00, ICIP Funding



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2020/05**

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: January 8, 2020
SUBJECT: Fort Frances Chamber of Commerce Concerns

BACKGROUND

At the December 9, 2019 Council meeting, the attached letter was received from Catherine Emes, President of the Fort Frances Chamber of Commerce. In the letter, the concerns of the Chamber are outlined as Emergency Services, Level Crossing- McIrvine Road and Ministry of Transportation. The report from Tyler Moffitt, Fire Chief/CEMC is attached. The report addresses Emergency management and the crossing at McIrvine Road. Tannis Drysdale, Economic Development Officer, has provided further information on the signs and is looking to see if they can be transferred to the Rainy River Future Development Corporation and paid for using Municipal Accommodation Tax revenues. If this is possible, then the Chamber's annual funding seems to be sufficient.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Tyler Moffitt, Fire Chief/CEMC presents this information to the Fort Frances Chamber of Commerce at an upcoming meeting.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to have Tyler Moffitt, Fire Chief/CEMC present to the Fort Frances Chamber of Commerce at an upcoming meeting.

To: Dawn Galusha

From: Tyler Moffitt, Fire Chief/CEMC

Date: December 18, 2019

Subject: Comments regarding letter from Fort Frances Chamber of Commerce

Background

Catherine L. Emes, President of the Fort Frances Chamber of Commerce sent a letter to the Mayor & Council; it was dated November 22, 2019.

In the letter, it was noted that the Chamber of Commerce would like to know how well trained and equipped our Emergency Management is to ensure an appropriated response and prevent loss of life should a derailment take place within the Town of Fort Frances.

As well, many of the membership of the Chamber of Commerce have concerns with the number of times the crossing is blocked at the Level Crossing on McIrvine Road with rail traffic.

Comments from Tyler Moffitt, Fire Chief/CEMC

I will address the following question regarding our Emergency Management etc. by covering five areas, which are **People, Environment (Includes Measurable Things), Equipment (Includes Materials, Apparatus etc.), Procedures, and Organizations (Resources)**.

As well, I will address the concerns regarding the Level Crossing at McIrvine Road.

People

The Town of Fort Frances has a population of approximately 7,800 people.

Meanwhile, our Fire Rescue Service consists of:

- 1 Fulltime Fire Chief/CEMC (Community Emergency Management Coordinator),
- 6 Fulltime Firefighters, consisting of:
 - Captain of Training,
 - Captain of Apparatus & Equipment,
 - Captain of Fire Prevention & Education,
 - 3 Fire Officers, and
- 15 Part Time Firefighters.

As well, the Town of Fort Frances Emergency Management Team consists of:

- 1 Fulltime Fire Chief/CEMC (Community Emergency Management Coordinator),
- 2 Alternate CEMC's (Community Emergency Management Coordinator's),
- MCEG (Municipal Emergency Control Group) consisting of various team members withing the Town of Fort Frances, and
- MCEG (Municipal Emergency Control Group) Advisory & Support team members, representing the OPP, Paramedic Service, as well as the Fort Frances Power Corporation.

Environment (Includes Measurable Things)

The Town of Fort Frances is the busiest port of entry for railway traffic in North America. In fact, the railway industry overall outlook is that the number of trains travelling through the Town of Fort Frances will only increase.

As well, the railway traffic that travels through the Town of Fort Frances daily consists of a vast quantity of hazardous materials/dangerous goods.

Equipment (Includes Materials, Apparatus etc.)

Equipment and Apparatus at the Fort Frances Fire Rescue Service

Two Rescue Vehicles	<p>Rescue 11-6: 2017 Chevy Silverado Four Door Extended Cab - Rescue/Utility</p> <p>Rescue 11-7: 2013 Dodge - Heavy Rescue Truck equipped with the "jaws of life" servicing the Town of Fort Frances and the Central Zone of the Rainy River District.</p>
Two Pumper Rescues	<p>Pumper Rescue 11-1 (Reserve Pumper Rescue): 1995 Volvo equipped with a 5000 LPM pump, ground ladders and firefighting equipment.</p> <p>Pumper Rescue 11-2: 2008 Spartan equipped with a 5000 LPM pump, 28-foot water tower and light boom, ground ladders and firefighting equipment.</p>
One Aerial Ladder	Aerial Ladder 11-3: 1988 Ford equipped with a 5000 LPM pump, 75-foot hydraulic ladder, and firefighting equipment.
One Decontamination /Rehabilitation Trailer	<p>Decon/Rehab 11-4: 14-foot trailer equipped with Decontamination and Rehabilitation supplies.</p> <p>Deployed primarily to fire incidents for providing decontamination of personnel, PPE, and equipment, as well as rehabilitation of personnel.</p>
One Command Trailer	Command 11-8: 2010 - 28-foot trailer Deployed as a mobile command post, and rehab point or Emergency Operation Centre.
One Marine Response Boat	Marine 11-9: 14-foot Aluminum boat with 25 hp motor that is used for rescue support, and access to municipal islands for fire suppression and prevention duties.
Two Water Rescue Craft	Oceanid RDC (Rapid Deployment Craft) that is designed for quick deployment after arrival on scene. Very effective for shore based, and open water rescue.

CN Rail Spill Response Sea-Can: Spill Response Equipment

CN Rail has a Spill Response Sea-Can Container situated in Fort Frances, which is at our disposal if required.

Procedures

The Fort Frances Fire Rescue Service will endeavor to provide Hazardous Material Response to an Awareness Level.

The nearest Hazardous Material Response Operational/Technician Level Fire Rescue Service is in Thunder Bay. The Thunder Bay Fire Rescue Service is recognized as a Provincial Level Response Team in Ontario.

Meanwhile, our MCEG (Municipal Emergency Control Group) consisting of various team members within the Town of Fort Frances and the MCEG (Municipal Emergency Control Group) Advisory & Support team members meet regularly throughout the year.

As well, we also complete table-top exercises and full-scale exercises; this prepares us if we had to activate our EOC (Emergency Operations Centre) for an incident.

In the event of an incident involving Hazardous Materials/Dangerous Goods within the Town of Fort Frances ... the Fire Rescue Service initial response would be as follows:

- Respond to recognize and identify any Hazardous Materials/Dangerous Goods,
- Secure the area,
- Keep the public away from railcars,
- Keep potential sources of ignition away from the railcars,
- Initiate MCEG (Municipal Emergency Control Group) if required,
- Initiate Evacuation of people if required,
- Communicate Incident to all stakeholders via B93 radio, social media etc. and,
- Call for Trained Personnel if required.

In addition to our initial response ... we do have a laminated visual tool to utilize from **CN**, which is called: **PRECAUTIONS TO TAKE AT THE SITE OF A DERAILMENT & CN EMERGENCY RESPONSE PROCESS.**

Meanwhile, the Fort Frances Fire Rescue Service can initiate a call for Mutual Aid from International Falls Minnesota, which has been done in the past.

Mutual Aid was requested during a Peroxide Railcar Derailment and Spill at Resolute Forest Products back in October 2013; International Falls responded with their Aerial Ladder Truck to assist in diluting the spilled product.

As well, we can also initiate Mutual Aid from other Fire Rescue Services in Ontario.

Organizations

During a Hazardous Materials Incident, the following is a list of some of the organizations who would be potentially involved and at our disposal if required:

- CN Dangerous Goods Spill Response Team
- CN Police
- Ontario Provincial Police
- Rainy River District Paramedic Service
- International Falls Fire Rescue Service
- Fire Rescue Services within Ontario
- OFMEM (Ontario Fire Marshal Emergency Management)
- Thunder Bay Fire Rescue Service (Provincial Hazardous Materials Response Team)
- MCEG (Municipal Emergency Control Group) consisting of various team members within the Town of Fort Frances
- MCEG (Municipal Emergency Control Group) Advisory & Support team members
- CANUTEC
- Spills Action Centre

Level Crossing at McIrvine Road

A train derailment incident did take place this year at the McIrvine Crossing; even though it did not pose a threat to the community ... the crossing was blocked.

The Portage Avenue CN Rail Underpass was the only other means of accessing the North End and vice versa.

Meanwhile, if the McIrvine Crossing was blocked with rail traffic and we had another heavy down pour of rain, and the pumps of the underpass failed to keep up ... Emergency Services only other access to the North End would be to travel by way of Hill Road in Alberton.

Dawn Galusha

From: Tannis Drysdale <tannis@tannis-drysdale.com>
Sent: Wednesday, December 11, 2019 12:25 PM
To: Doug Brown
Cc: Dawn Galusha; Lisa Slomke
Subject: Re: FW: MTO Sings

I have confirmed that the signs mentioned by the Chamber are the Laverandrye Parkway signs. Waiting to hear from MTO on processes available for transferring these.

Tannis

On Tue, Dec 10, 2019 at 10:48 AM Doug Brown <dbrown@fortfrances.ca> wrote:

Hi Dawn, Tannis will obtaining additional information on the signs from MTO and the MAT portion of the RRFDC would become the new owner of the sign locations and install new signs in the future. Also maybe Catherine Emes knows additional information about these signs. DB

From: Tannis Drysdale
Sent: Tuesday, December 10, 2019 8:38 AM
To: Doug Brown <dbrown@fortfrances.ca>
Subject: Re: FW: Scanned image from WA1902

Back 15 to 20 years the Chambers was our tourism agency - and they owned highway signs, did marketing, provided onsite info to tourist and operated as a Destination Marketing Org.

I believe these must be the LaVerandrye parkway signs that are in horrible shape. I'm thinking that likely when the town did that blue signage in the early 2000's they offered to redo the Chambers signs that existed back then. Getting a new sign location is pretty difficult.

I'll get MTO records to be sure it's these 2 and find out if these can just be transferred. I would love to refresh these worn out signs. Likely the MAT (RRFDC) would be the natural next owner.

T

On Tue, Dec 10, 2019 at 8:24 AM Doug Brown <dbrown@fortfrances.ca> wrote:

Hi Tannis do you what signs these are ? Ministry of Transportation is charging the FFCC directly? Does this make sense?

-----Original Message-----

From: scans@fortfrances.ca On Behalf Of scans@
Sent: Tuesday, December 10, 2019 8:11 AM
To: Doug Brown <dbrown@fortfrances.ca>
Subject: Scanned image from WA1902

Reply to: scans@fortfrances.ca <scans@fortfrances.ca> Device Name: WA1902 Device Model: MX-5141N
Location: Town of Fort Frances

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>

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Tannis Drysdale

Tannis Drysdale Consulting

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**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2020/01**

TO: Administration & Finance Executive Committee
FROM: Dawn Galusha, Treasurer
DATE: January 8, 2020
SUBJECT: 2020 Temporary Borrowing to Meet Current Expenditures

BACKGROUND

Section 407 of the Municipal Act authorizes the Town to provide for temporary borrowing, until taxes are collected and other revenue is received, necessary to meet the current expenditures of the municipality for the year. Pursuant to the Act, the total amount borrowed at any one time plus any outstanding principal borrowed and accrued interest shall not exceed 50 per cent of the total estimated revenues of the municipality from January 1 to September 30 and 25 per cent of the total estimated revenues of the municipality from October 1 to December 31 for the year.

Attached is the CIBC required documentation for borrowing for the 2020 fiscal year. An authorizing by-law must be passed.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council authorize the preparation of a by-law for temporary borrowing in the amount of \$4,000,000 to meet 2020 expenditures.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to authorize the preparation of an authorizing By-Law for temporary borrowing in the amount of \$4,000,000 to meet 2020 expenditures.

100-04/03
Ontario

By-Law No. _____

A by-law authorizing the borrowing of money to meet current expenditures of the council of The Corporation of the Town of Fort Frances
(the "Municipality")

- A. In accordance with subsection 407(1) of the Ontario *Municipal Act*, S.O. 2001, c.25 (the "Act"), the Municipality considers it necessary to borrow the amount of \$400,000 to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year.
- B. Pursuant to subsection 407(2) of the Act, the total amount borrowed pursuant to this by-law together with the total of any similar borrowings is not to exceed the limits set forth in that subsection or other relevant sections of the Act and if so required under subsection 407(2), the Municipality shall have obtained the approval of the Ontario Municipal Board.

Therefore, the Council of the Municipality enacts as follows:

1. The Head and the Treasurer are authorized on behalf of the Municipality to borrow from time to time from **Canadian Imperial Bank of Commerce ("CIBC")** a sum or sums not exceeding in the aggregate \$ _____ to meet, until taxes are collected, the current expenditures of the Municipality for the year pursuant to subsection 407(1) of the Act, and to execute any documents that are required in connection with the borrowing of the above sum, plus interest, at a rate to be agreed upon from time to time with CIBC, in addition to any reasonable charges of CIBC associated with this borrowing.
2. All sums borrowed pursuant to this by-law, as well as all other sums borrowed pursuant to the Act in this year and in previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when this revenue is received.
3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for this purpose.
4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and also showing the total of any amounts borrowed that have not been repaid.

Passed this _____ day of _____, _____.



Head of the Municipality

Clerk

I hereby certify that the foregoing is a true and complete copy of the By-law numbered above of the Municipality in the Province of Ontario, duly passed at a meeting of the Council of the Municipality and that this By-law is in full force and effect.

Dated this _____ day of _____, _____.

Witness the corporate seal



Clerk



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2020/02**

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: January 8, 2020
SUBJECT: Interim Tax Levy for 2020

BACKGROUND

Section 317 of the *Municipal Act* authorizes the municipality to pass a by-law to provide for an interim tax levy. The levy cannot exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year, however does provide the authority to make adjustments if the amount that would be raised is extreme for any reason.

It is in the best interest of the municipality to begin the collection of taxes each year in a timely manner to reduce borrowing costs. The traditional due dates for interim taxes are the last working day in February 2020 (February 28th) and the last working day in March 2020 (March 31st).

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve this report and that a by-law be brought forward to authorize a 2020 interim tax levy in accordance with the *Municipal Act* and that the due dates be set for February 28, 2020 and March 31, 2020.

Council Approval of This Report Will Approve the Administration & Finance Executive Committee recommendation to authorize that the Interim Tax Levy By-Law for 2020 be brought forth.

TOWN OF FORT FRANCES

BY-LAW NO. /20

(Being a by-law to provide for an interim tax levy in the year 2020 and to provide for penalty and interest to be charged on the unpaid balance for late payment of said interim taxes, all as provided for in the *Municipal Act, 2001*, (the “Act”), S.O. 2001, Chapter 25, Sections 307, 317, and 345.)

WHEREAS Section 317 (1) of the Act, as amended, provides that the Council of a local municipality, before the adoption of the estimates for the year, may pass a by-law to levy amounts on the assessment of property in the local municipality rateable for local municipal purposes;

AND WHEREAS in Section 317 (3), paragraph 1, the amount levied shall not exceed the prescribed percentage, or 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for the previous year;

AND WHEREAS Section 317 (9) provides an exception that Council has the authority to adjust the interim taxes levied on particular properties if they are of the opinion that the interim tax levy on those particular properties is too high or too low in comparison to the estimate of the current year total taxes on those properties;

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

1. That before the adoption of the estimates for 2020, there shall be levied by taxation in the Town of Fort Frances an adjusted annualized property tax as provided for in the *Municipal Act, 2001*, Section 317.
2. That the Interim taxes levied under this By-Law shall be payable in 2 instalments, the first being fifty (50)% of the total taxes levied and the second being the remaining balance of said taxes with due dates for payment as follows:

First Instalment: February 28, 2020

Second Instalment: March 31, 2020
3. That pursuant to Section 345 there shall be imposed on the first day of default a penalty of one and one-quarter (1¼) per cent on each instalment of taxes payable as herein provided or part thereof remaining unpaid after the same shall become due and payable.
4. That pursuant to Section 345 there shall be imposed interest of one and one-quarter (1¼) per cent on each instalment of taxes payable as herein provided or part thereof remaining unpaid after the first day of default on the first day of each calendar month in which default continues until the 31st day of December 2020.
5. That the Treasurer, not later than twenty-one (21) days prior to the date that the first instalment is due shall mail or cause to be mailed to the address of the residence or place of business of each person taxed, a tax notice setting out the amount of each instalment, the date by which it is to be paid and the penalty charge imposed for late payment.
6. That all taxes shall be paid to the Corporation of the Town of Fort Frances.
7. That the Treasurer is hereby empowered to accept part payment from time to time on account of any taxes due.

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 13th day of January 2020.

J. Caul, Mayor

E. Slomke, Clerk



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2020/06**

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: January 8, 2020
SUBJECT: Cancel January 20, 2020 Budget Meeting

BACKGROUND

The budget timetable was passed on October 22, 2019. At that time Council had not decided on attendance at ROMA. We now know that the mayor, CAO and two members of Council will be away on January 20, 2020. I request that we cancel the January 20, 2020 Budget Meeting and hold the first Budget Meeting on February 3, 2020.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council cancel the January 20, 2020 Budget Meeting and hold the first Budget Meeting on February 3, 2020.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to cancel the January 20, 2020 Budget Meeting and hold the first Budget Meeting on February 3, 2020.



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2020/03**

To: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: January 8, 2020
SUBJECT: Councillor Wendy Brunetta–NOMA Executive Meeting

BACKGROUND

Attached is a copy of the Town of Fort Frances Schedule "F" Travel Statement – Mayor/Council Honorarium per diem in the amount of \$240.00 for attendance at the Northern Ontario Municipal Association (NOMA) Executive Meeting in Thunder Bay on November 26-27, 2019 as submitted by Councillor Wendy Brunetta.

The per diem claim is in compliance with the Town of Fort Frances By-Law 02/10-E Schedule 'A'.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Per Diem claims in the amount of \$240.00 as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Executive Meeting and Conference in Thunder Bay, on November 26-27, 2019.

Council Approval of this Report Will Agree to the recommendation of the Administration & Finance Executive Committee to approve the Travel Expense and Per Diem claims in the amount of \$240.00 as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Executive Meeting and Conference in Thunder Bay, on November 26-27, 2019.

TOWN OF FORT FRANCES - SCHEDULE "F"
TRAVEL STATEMENT – MAYOR / COUNCIL HONORARIUM

Attendee	Wendy Brunetta
Conference / Seminar Attended	NOMA Executive Meeting
Location	Thunder Bay, ON
Dates	Nov. 26-27/19

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date		Nov. 26	Nov. 27					
Amount		\$80	\$160					\$240

Name (Please Print) Wendy Brunetta	Signature Wendy Brunetta
Approved	Date December 3/19

To be submitted to Payroll for processing when approved by Council



FIRE & RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



NOVEMBER 2019 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Total Hours: Incidents; Training; Public Education; and Public Service	Training Sessions:	Public Ed & Prevention; Public Events; Public Service:	Fire Safety Standards Enforcement Inspections / Re-inspections for 2019:	Fire Drills	EMS Calls:	Fire Calls:	Fire Loss estimated values in Dollars:
209.4	25	1	184	0	4	1	0
Alarm Calls:	MVC Calls:	Water Related Rescue Calls:	(CO) Carbon Monoxide / Gas Leak Calls:	Hazmat Calls:	Mutual Aid Calls:	Other Calls:	Tickets Issued:
3	4	0	3	0	0	1	0

TEAM MEMBERS RESPONDED TO 16 EMERGENCY RESPONSE CALLS DURING NOVEMBER 2019.

Total Hours:

- **13.4 Hours** was spent on responding to emergency incidents.
- **194 Hours** was spent on training.
- **2 Hour** was spent on public service.

Time of Day:

During this month, **81%** of our calls for service occurred on the Day Shift between 07:00 & 19:00 and **19%** of our calls for service occurred during the Night Shift between 19:00 & 07:00.

Fire Prevention Inspections / Re-inspections:

13 inspections / re-inspections were completed in September, which brings our total to **184** inspections / re-inspections completed since January 1st, of this year.

Fire Response Calls: **1** was steam related, which was located at the Town of Fort Frances Land Fill.

Fire Alarms: **3** False Fire Alarm Calls.

MVC (Motor Vehicle Crashes): **4** in total with **3** in the Town of Fort Frances, and **1** on Hwy. 502.

(CO) Carbon Monoxide / Gas Leak Calls: **1** false CO call, and **2** false Natural Gas calls.

EMS Calls: **4**

Other Calls: **1** Powerline Arching.



FIRE & RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



NOVEMBER 2019 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Training:

Three separate 2-hour training sessions. As well, we had 18 separate 8-hour training sessions for a Part Time (Volunteer) Firefighter training for a Relief Firefighter position.

On November 11th, Doug Wright, Gavin Payne, and myself travelled to Thunder Bay to attend a Fire Inspectors Training Course, which started on November 12th and concluded on November 15th.

November 11th Ceremonies:

Two of our Fulltime Team Members attended the November 11th Ceremonies in the Town Fort Frances.



Public Fire Safety Education / Public Events / Public Service / Community Spirit / Highlights:

Weekly Fire & Life Safety Tips continue to be published in the Thursday edition of the Fort Frances Bulletin, as well as on our towns official Facebook Page.

Update #2: Backup Power and Infrastructure Plan for the Fort Frances High School

Back in October, I reported that on October 30, 2019 ... the Backup Generator Base was poured.

Meanwhile, the Generator is now in place and is ready to have the electrical work commence.





Fort Frances WPCP
200 McIrvine Rd
Fort Frances, Ontario
P9A 3S3
Tel: 807-274-3121
Fax: 807-274-8381

December 10, 2019

Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario
P9A 3M5

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
November 2019 Monthly Report**

As per the operating agreement, the attached document is the November 2019 monthly report for the Fort Frances Wastewater Treatment Facility.

The report highlights the influent and effluent quality and the process parameters. Additionally, the routine operation and maintenance activities conducted by the operators are summarized.

If you have any questions regarding this report do not hesitate to contact Mr. Jeff St. Pierre- Regional Hub Manager.

Yours truly,

A handwritten signature in black ink, appearing to read 'Kelly GT', is written over a light blue circular stamp.

Kelly Cunningham
Team Lead

For Jeff St. Pierre
Regional Hub Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
November 2019 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of November 2019; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

Capacity of Works	9000 m ³ /day (average flow)
Service Area	Town of Fort Frances and Couchiching Reserve
Service Population	9000
Effluent Receiver	Rainy River
Major Process	Secondary treatment facility complete with a phosphorus removal system; ultra violet disinfection; aerobic sludge stabilization and dewatering

The Fort Frances Sewage Treatment Plant operates under *Environmental Compliance Approval Number 6786-A44PWG*. The ECA outlines the terms and conditions, and the report captures these terms and conditions in the following sections.

LABORATORY

ALS Laboratory Group – Thunder Bay is contracted to conduct the required analytical tests of the influent (raw) and effluent samples; weekly requirement.

NOVEMBER 2019 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.4 mg/L	25 mg/L	15 mg/L	19.2 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	3.5 mg/L	25 mg/L	15 mg/L	28.1 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.16 mg/L	1.0 mg/L	0.9 mg/L	1.30 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	6.58 mg/L 4.48 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		22.1 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 6.3 to 6.6; average pH was 6.4		
Temperature degrees C				Temperatures ranged from 11.5 to 13.0 C; average temperature of effluent was 12.0 C		

Compliance criteria are mandatory requirements of the ECA and performance objectives are a goal to be achieved using best reasonable efforts.

WASTEWATER LIQUID PROCESS

The average daily flow for November was 8169.9 m³/day. This represents 91% of the design average flow. Total treated flow for the month was 245097 m³.

The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objective levels as outlined in the Environmental Compliance Approval.

**The Town of Fort Frances accepted an additional 40.9 m³ of sewage from the New Gold mine site into the collection system in November. The October volume of 95.5 m³ from the mine site was not available for the last report. Lab analyses have not been provided.

MAINTENANCE

The operators performed the routine operations and maintenance at the treatment plant and pumping stations. The activities are highlighted as follows and a summary will be included:

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Drained and inspected teacup, hosed snail
- Inspected alum and sodium hypo tanks
- Wiped DO probes
- Replaced shear pin longitudinal collector 1
- Pulled and cleaned RAS pump 2
- Digester doghouse heaters were replaced

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Reloaded the PLC programming at Church St. lift station

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 105.7 m³ (12 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 16.7% TS for the month but slump test results from the landfill site have not been provided. The Fournier press ran for 102 hours in October, 1271 hours in 2019.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There were no bypass events in the reporting period.

COMMENTS

Plant power consumption for the month was 479 (x 180 multiplier) kWh.
The Fournier press has been operated 1271 hours in 2019.

REPORTS

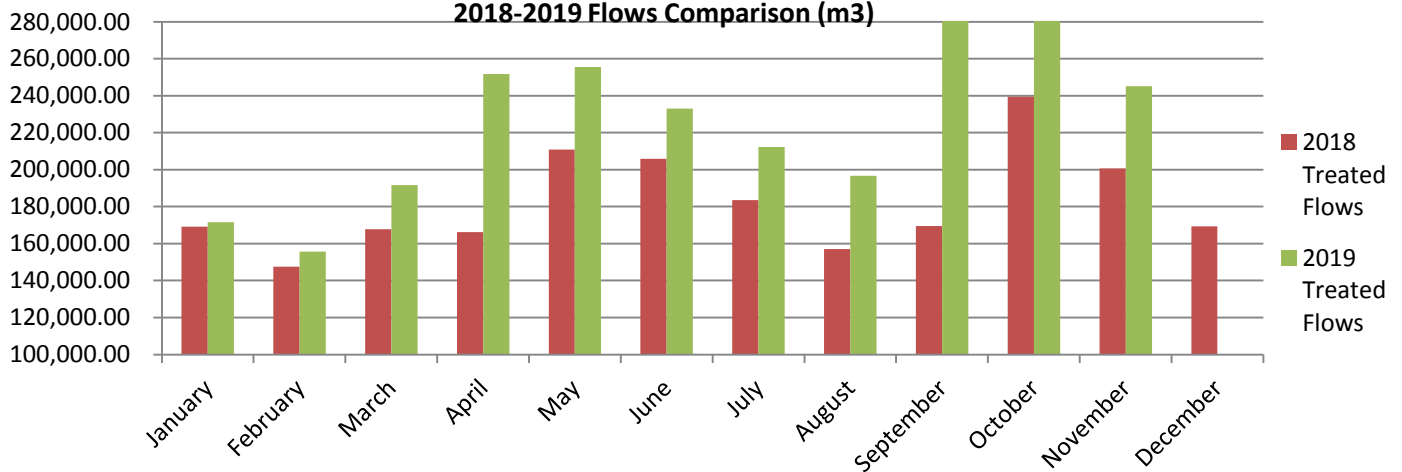
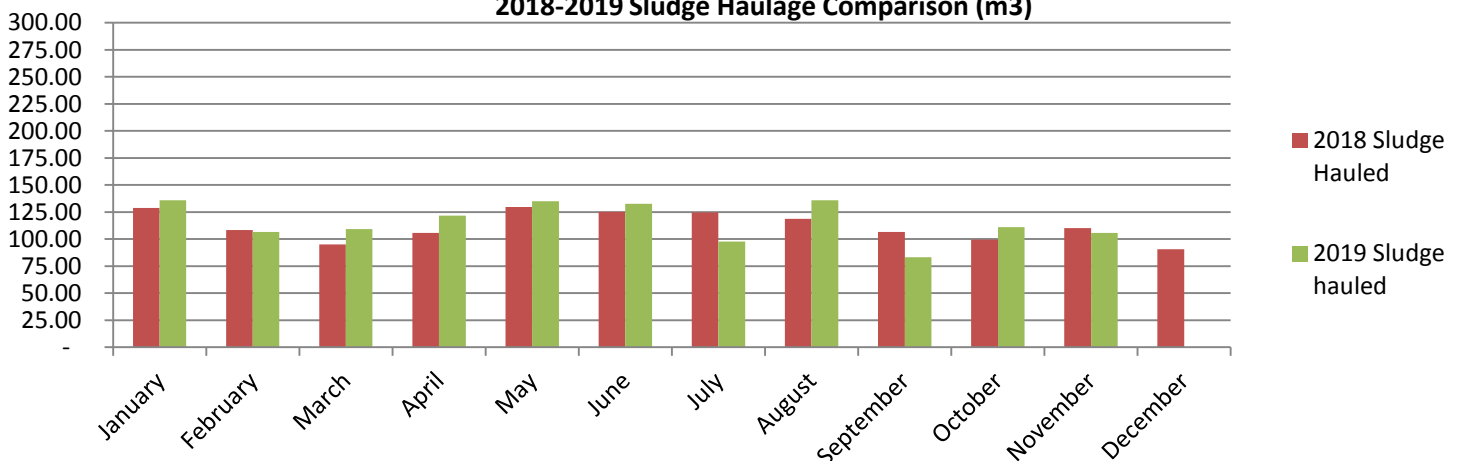
ALS – Environmental Analytical Reports (on-file at plant)
Fort Frances WPCP Equipment Run Time Report (on-file at plant)
Bypass Report (on-file at plant as per occurrence)
Incident Report (on-file at plant as per occurrence)

Month	Sewage Flows Year 2019										Removal Efficiency		
	Avg. Day Flow	Max Day Flow	Total Treated	Total Bypass	Total Volume	Usage % Plant Capacity	Calculated Volume	Sludge Bins	CBOD5		Suspended Solids		Total Phosphorus
	m3	m3	Volume ML	Volume ML	ML		M3	Hauled	0.967681557	0.967715059	0.967715059	0.943199382	
January	5536.2	5933	171621		171621	62%	136.0	14					
February	5561.0	6023	155707		155707	62%	106.7	12					
March	6180.7	8247	191603		191603	69%	109.2	10					
April	8390.4	9966	251711		251711	93%	121.6	13					
May	8244.3	10890	255574		255574	92%	135.0	14					
June	7766.7	11807	233001		233001	86%	132.6	13					
July	6850.0	12069	212351	178.9	212529.9	76%	97.7	9					
August	6347.5	8974	196772		196772	71%	136.0	14					
September	10530.6	17630	315918		315918	117%	83.1	9					
October	14228.3	18190	441076		441076	158%	111.1	11					
November	8169.9	10192	245097		245097	91%	105.7	12					
December						0%							
Sum				178.9	2670609.9		1274.7	131					
Average	7982		242766		242783	89%	115.9	11.9					
Max		18190	441076		441076			14					
ECA	9000	18000											

	BOD5/CBOD5					Suspended Solids					Total Phosphorus					Nitrogen			E. Coli
Month	Avg. Raw BOD (mg/L)	Avg. Eff. CBOD (mg/L)	Avg. Load CBOD (kg/day)	Avg. Raw S.S (mg/L)	Avg. Eff. S.S (mg/L)	Avg. Load S.S (kg/day)	Avg. Raw T.P (mg/L)	Avg. Eff. T.P (mg/L)	Avg. Load T.P (kg/day)	Avg. Raw TKN (mg/L)	Avg. Eff. Total N (mg/L)	Geo Mean Counts							
January	110.2	2.1	11.5	160.1	3.9	21.4	2.52	0.12	0.69	20.9	8.8	11.5							
February	103.8	2.1	11.7	152.9	3.3	18.2	3.61	0.12	0.67	19.3	9.9	16.8							
March	84.0	2.5	15.0	142.8	5.5	36.0	2.30	0.12	0.82	18.2	11.1	16.8							
April	67.6	3.4	29.4	117.6	6.0	50.1	1.72	0.12	1.02	12.9	9.9	34.4							
May	61.5	2.6	20.8	120.7	5.0	41.8	1.60	0.11	0.91	12.6	9.5	40.5							
June	62.0	2.6	20.3	129.9	4.3	33.6	1.77	0.11	0.88	12.6	9.7	58.0							
July	82.2	2.1	13.8	145.6	4.3	29.9	2.48	0.15	1.06	16.8	7.7	10.0							
August	86.5	2.0	12.0	160.0	3.6	22.8	2.31	0.16	0.99	17.3	7.9	13.2							
September	53.9	2.0	19.9	118.0	3.1	34.7	1.70	0.13	1.35	13.5	6.1	39.0							
October	31.7	2.1	27.0	74.5	4.0	58.3	4.00	0.17	2.37	7.2	5.7	185.4							
November	58.0	2.4	19.2	118.2	3.5	28.1	1.87	0.16	1.30	11.2	6.6	22.1							
December																			
Average	72.9	2.4	18.2	130.9	4.2	34.1	2.4	0.13	1.10	14.8	8.5	40.7							
Max	110.2	3.4	29.4	160.1	6	58.3	4.0	0.17	2.37	20.9	11.1	185.4							
ECA		25	225		25	225		1.0	9.0			200							

2018-2019 Comparison Chart

Month	2018 Treated Sewage	2019 Treated Sewage	% Variance 2018 to 2019	2018 Hauled Sludge	2019 Hauled Sludge	% Variance 2018 to 2019
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	169,201.00	171,621.00	1%	128.90	136.00	6%
February	147,497.00	155,707.00	5%	108.30	106.70	-1%
March	167,707.00	191,603.00	12%	95.00	109.20	15%
April	166,292.00	251,711.00	34%	105.70	121.60	15%
May	210,932.00	255,574.00	17%	129.70	135.00	4%
June	205,818.00	233,001.00	12%	125.30	132.60	6%
July	183,465.00	212,351.00	14%	124.70	97.70	-22%
August	157,126.00	196,772.00	20%	118.60	136.00	15%
September	169,565.00	315,918.00	46%	106.50	83.10	-22%
October	239,494.00	441,076.00	46%	99.60	111.10	12%
November	200,745.00	245,097.00	18%	110.10	105.70	-4%
December	169,263.00		#DIV/0!	90.70		-100%
Totals	2,187,105.00		#DIV/0!	1,343.10	1,274.70	-5%

2018-2019 Flows Comparison (m3)**2018-2019 Sludge Haulage Comparison (m3)**

Workorder Summary Report

Report Start Date: Nov 1, 2019 12:00 AM

Report End Date: Nov 30, 2019 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
1498366			Fort Frances Water Pollution Control Plant	CALL	Health and Safety	0		assist senior operations manager - lone worker	COMP		11/1/19 05:30 PM	11/1/19 06:00 PM	assist senior operations manager - lone worker - Received call from manager requesting assistance in locating a fort frances (org 1103) operator. The lone worker ticket opened by the operator had not been closed at the end of day. The operator could not be reached by phone. I was able to locate the operator.
1499541	0000246388	PUMP SUBMERSIBLE RAS 432	1103, Fort Frances WPCP, Process, Secondary Treatment, Pumping	CALL	Refurbish/ Replace/Repair	0		RAS pump failure call in 1103	COMP		11/12/19 02:50 AM	11/12/19 06:30 AM	RAS pump failure call in 1103 -At 0250 hours I was called by the auto dialer for a RAS pump failure alarm. I drove to the plant where I acknowledged the alarm on SCADA and attempted to restart the pump from the VFD panel but it stalled out. I then isolated clarifier 2 and pulled and cleaned RAS pump 2. I was then able to start and run the pump as it should so brought the clarifier back online by 0450 hours. After cleaning up tools and washing clothing I got ready to begin my normal routine.
1494704	0000227376	PANEL ALARM/ DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	11/1/19 12:00 AM	12/2/19 07:22 AM	12/2/19 07:22 AM	Monthly Dialer test -We test the diale daily.
1494708			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	1	MONTHS	Diesel Gensets Inspection/ Functional Tests (1m) 1103	COMP	11/1/19 12:00 AM	12/2/19 07:33 AM	12/2/19 07:33 AM	Genset Maint. -All gensets were ran one hour under load.
1494724			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	11/1/19 12:00 AM	12/2/19 07:35 AM	12/2/19 07:35 AM	H&S Inspect. -This month the garage door opener is a safety concern and was taken out of service until further notice.
1494735			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	11/1/19 12:00 AM	12/9/19 08:37 AM	12/9/19 08:37 AM	
1495075			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	11/1/19 12:00 AM	12/2/19 07:24 AM	12/2/19 07:24 AM	Monthly Blower Maint. -I greased blowers all blowers.

Workorder Summary Report

Report Start Date: Nov 1, 2019 12:00 AM

Report End Date: Nov 30, 2019 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
1495083	0000246402	CENTRIFUGE GS2-2-1 TEACUP/ GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/ Service (1m/3m/1y) 1103	COMP	11/1/19 12:00 AM	12/2/19 07:26 AM	12/2/19 07:26 AM	Teacup Inspection -I removed the lid to find minimal debris then I returned it to service.
1495533			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	1	YEARS	Tank Inspections (1y) 1103	COMP	11/1/19 12:00 AM	11/26/19 11:46 AM	11/26/19 11:46 AM	Tank Inspections (1y) 1103 -The tanks are in good shape with no leaks



Fort Frances Museum & Cultural Centre

259 Scott Street
Fort Frances, ON P9A 1G8
P: 807 274-7891 F: 807 274-4103
www.fortfrances.ca/museum
sgeorge@fortfrances.ca

Find us on Instagram & Facebook!

December 2019

Special Dates of Interest

- **Writers Group** - Meets every 2nd Wed at 4:30 Back door entrance.
- **Right Relations Circle** - Meets every 3rd Wed at 10:00 - Everyone welcome.
- **Friends of the Museum** - new members welcome. Call 274-7891
- New **workshop** line-up: page 5!

IISD - Experimental Lakes Area

Earlier this year, **Sarah Warrack**, visited to talk about the work undertaken by **IISD - Experimental Lakes Area** and its importance to world decisions made around Climate Change. She gave two presentations, one to an adult group in the evening, and another to Grade 7s from St. Francis School, set up by Jean Bujold, the Experiential Learning Coordinator. Her presentation gave an overview of what was being studied at their site where scientists closely monitor the effects of numerous changes on 58 lakes in the Kenora area, the only research facility of its kind in the world. Sarah's specialty is the study of plastics.

This fall, with plans to be in our area once again, IISD-ELA invited a new crop of Grade 7s to hear **Pauline Gerrard** deliver a presentation of the work she does in environmental science and ecology.

We are very grateful to have this group reach out to us when they are in the area. As part of their mandate is sharing what they've learned, we look forward to hosting them as often as they wish to come. As we deal with the impacts of Climate Change, we welcome having the experts shed some light on what is happening and how we can help.



Winter's Here!



Friends Fall Fundraising Gala

If you were unable to attend this year's gala, planned around our prohibition exhibit, you missed a good party! Friends of the Museum hosted another packed house! Donations to the live auction were very generous and bidding was fierce — all for a good cause, of course! Food catered by Flint House was scrumptious and live music by Jordie Baird warmed up the room. As in other years, the Rainy Lake Highlanders piped everyone in.

We thank everyone for coming out.



**FRIENDS
OF THE
MUSEUM**

Money raised covers the fees paid to artists to run our programming, and helps with advertising costs. If we had to download these expenses to participants, the workshops would be out of reach for many people. As we recognize the importance of socializing to our mental health, especially in winter, it is a goal of the Friends to keep costs to materials only.

In addition, funds pay for SnOasis, our yearly FREE winter carnival for kids, held in early March.

Thank you for your continued support of Friends' initiatives!



Exhibits

Current — *Prohibition & Profit: the Business of Smuggling Booze* runs until year end.

Coming — *Canada: Day One* begins in the new year. This is a traveling exhibit that tells the story of immigration, created by the Government of Canada in 2017.

Canada's immigrants, like those who settled in other areas of the world, came in waves: the Scots driven off land to make way for sheep (1759), the Irish during the potato famine (1845-52), the Chinese to fill manning shortages on the railways (1864), the Ukrainians and Russians (1870s to 1890s) to escape extreme poverty and overcrowding, Vietnamese fleeing persecution (1970s and 80s), and many others... all for reasons of considerable hardship.

Many of us locally have family stories around immigration. A large percentage were those who resettled after the world wars: wives who followed their husbands, men who wanted to escape battle-scarred landscapes and cities razed to the ground, others who were fleeing religious persecution and racism.

These, unfortunately, have been reasons for leaving one's homeland since time began and, disturbingly, are reasons millions today continue to flee. For many, immigration is not a luxury — not simply a means to pursue better opportunities or land — but rather a necessity, to provide a stable home for family where children are safe from violence and women have the same freedoms as men.

With the advance of climate change, the migration of people around the world will increase. As coastal waters rise, as droughts and flooding increase, the need to flee will escalate.

Canada has been fortunate. We did not see the influx of refugees that Europe experienced recently. We will probably continue to be fortunate as other areas of the world feel the brunt of the climate crisis. Although Arctic communities are seeing dramatic change that will worsen, these locales are not where the bulk of our population reside, unlike India and Africa where conditions are deteriorating rapidly for millions.



How will third-world countries cope when temperatures rise to a level that is not suitable for life,

simultaneously creating shortages of food and water?

How will the world, and Canada, react to increased migration? Will we be understanding of the dire needs of others and help where we can? Will we welcome the displaced? What we will need is investment in infrastructure, and governments at all levels are stepping up.

But consider that welcoming immigrants to Canada helps us as well. Increased populations are necessary to ensure long-term economic sustainability. We've seen locally the list of jobs in the paper; we've called the plumber or a furnace repairman only to hear there's a long waiting list. Our population is ageing, and skilled workers are needed to close gaps. In addition, we must not forget that our publicly funded health care programs and pension plans depend on young workers paying into the tax base.

Our country was built on immigrants and the generosity of those who lived here first. There were many who arrived with only their cultural identity, a strong back and an even stronger work ethic — Ukrainians, Italians, Swedes, Finns, Vietnamese, many more. They then joined others like themselves in the mills and woodlands, or opened small businesses: woodworking, restaurants, bicycle shops and corner stores that dotted Fort Frances. We should also remember that those who struggled on arrival are now the backbone of our communities today.

Let's be equally welcoming to others as conditions in the world worsen.

In conjunction with this exhibit, we are inviting anyone who has an emigration story to share it with us. To help guide the process, we have put together a list of questions... on the next page.





Immigration to Canada

The following questions are suggestions only, meant to guide the process. If there are other subjects that are important to your story, please include them. Similarly, if there are topics that you are uncomfortable sharing, feel free to leave them out. Use additional paper, if needed. Thank you for participating. Form also available on website.

Where are you from? _____

Why did you decide to leave your homeland? _____

Describe the process for leaving home. What needed to be considered? What preparations were required? How long did it take to get ready? Did you encounter any difficulties that delayed departure? When did you finally leave? _____

What were your reasons for selecting Canada as a destination? How straight forward was the application process? Were the requirements for acceptance within your expectations? How long before relocation happened? _____

What were the difficulties upon arrival? For example: did someone help you find lodging, a job, a school? Was there help for banking, shopping, navigating a new community and customs? Was language or culture a barrier? _____

Have you felt welcomed? Experienced racism? _____

What was your greatest obstacle to becoming a new resident? _____

What has been the greatest reward? _____

If you could go back in time, would you make the same decision to emigrate? _____

Any other comments? _____

Fort Frances Museum Workshops: January to April, 2020

Class	Instructor	Date/Time	Cost per person
Woodburning	H.Krenn	Jan 4, 1-4	\$10
Felting: dogs	J.Nelson	Sat Jan 25, 12-4 Sun Jan 26, 1-4	\$36
Candy-Making	D.Ballard	Sat Feb 8, 1-4	\$17
Spring Wreath	J.Coats	Sat Feb 22, 1-4	\$40
Fused Glass Suncatchers	N.Lowey	Sat Mar 7, 1-4	\$70
Easter Fused Glass	C.Pruys	Sat Apr 4, 1-4	\$75
Cupcake Decorating	M.Spooner	Sat Apr 11, 1-4	\$20

Payment must accompany registration. Cash or cheque only, please. Spaces are limited. Keep in mind that the museum is closed from Dec 22 until Jan 3, *so registration for woodburning must be in by Dec 21.* Thank you!


Gift Shop Items

New! fully-lined Canadian-made toques by Ideal North available for Christmas giving—\$23 incl tax. Also, if you don't already have one, the campfire mugs shown here are a great size for coffee or soup. Stop by and check them out! \$12 incl tax.


Borderland History

Last Thurs, Dec 5, Max Hayes and Bev Cochrane hosted a presentation on prohibition. In attendance were the **History on Tap** group from Koochiching County Historical Society who have been running a series of local history sessions and were happy to include us. Bev and Max explained how prohibition was handled on the Canadian side of the border, while Ashley LaVigne and Mike Williams related similar tales from south of the border. Details were sometimes sketchy, often funny and certainly entertaining as we heard how law-makers and breakers butted heads over the right to indulge in an alcoholic beverage or two, and the equally weighty problem of who should profit. Cori Horton taped the proceedings.



Permit #	Roll #	Property Address	Work Description	Building Code	Work Code	Units/Area	Value
PRM-2019-0097	591201000604402.00	1341 EMO RD	Remove existing roof from attached garage and construct second storey addition	110	3	575.98	\$30,000.00
PRM-2019-0098	591201000509200.00	1645 COLONIZATION RD W	Demolish vacant single detached dwelling and garage.Any sewage/septic systems to be terminated, pumped out and backfilled.	110		1076.39	\$1,000.00
PRM-2019-0099	591202000506400.00	921 SMITH AV	Fire Damage Repair: Fire localized to kitchen, entire building renovatedRear porch to be removed and replaced with deck	110	3	760	\$110,000.00
PRM-2019-0100	591203000105400.00	727 CHURCH ST	Fire Repair: Add additional floor joists to location with damaged ones. Complete new insulation and vapour barrieir upstairs along with new kitchen. Add bedroom downstair with egree window.	110	3	624	\$110,000.00
						3036.37	251000