

# TOWN OF FORT FRANCES

## Operations and Facilities Executive Committee

### AGENDA - May 5, 2021, 8:30 AM

#### MEETING - Civic Centre

Session #006

Join Microsoft Teams Meetings

+1 807 701 5975 Canada, Thunder Bay (Toll)

Conference ID: 217 774 682#

	Page
<b>1. <u>Call to Order</u></b>	
<b>2. <u>Disclosure of pecuniary interest and the general nature thereof</u></b>	
<b>3. <u>Approval of Previous Committee Minutes</u></b>	
3.1 Minutes from the previous meeting on April 21, 2021	2 - 3
<b>4. <u>Items Referred from Council</u></b>	
4.1 Letter from Allan Bedard - re: Memorial Trees on Kings Hwy	4 - 10
4.2 Letter from Marjan Frackiewicz - re: Culvert at 136 Fifth Street East	11 - 17
<b>5. <u>New Business</u></b>	
5.1 Request for Sewer Rooting Reimbursement - 324 Third Street West	18 - 24
5.2 Award of Tender 21-OF-06 - Memorial Sports Centre Roof Replacement	25 - 29
5.3 Airports Capital Assistance Program Funding Agreement	30 - 47
<b>6. <u>Information</u></b>	
6.1 Operations and Facilities Division - Public Works Area - Operations Statistics - March 2021	48 - 52
<b>7. <u>Adjourn / Next Meeting Date</u></b>	

## TOWN OF FORT FRANCES

### MINUTES

SESSION NO. #005

April 21, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday April 21, 2021 from 8:30 a.m. to 9:04 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO and Randy Thoms (8:30 a.m. to 9:04 a.m.)

### **1 Call to Order**

1.1 The meeting was called to order at 8:30 a.m.

### **2 Disclosure of pecuniary interest and the general nature thereof**

2.1 None

### **3 Approval of Previous Committee Minutes**

3.1 Minutes from the previous meeting on March 17, 2021 - the minutes from the previous meeting were approved as circulated.

### **4 Items Referred from Council**

4.1 Request from Fort Frances Canadian Bass Championship - the request was approved as presented.

### **5 New Business**

5.1 Request for Sewer Rooting Reimbursement - 271 Biddeson Avenue - the administration report was approved as recommended.

5.2 Application to the Regional Air Transportation Initiative - the administration report was received.

5.3 Award of RFP 21-OF-05 - Development of a Municipality Wide Master Stormwater Management Plan - the administration report was approved as recommended.

## **6 Information**

- 6.1 2020 Performance Report for the Fort Frances Sewage Treatment Plant - the report was received and will be forwarded to Council as information only. No action required.
- 6.2 Fort Frances Wastewater Treatment Facility March 2021 Monthly Report - the report was received and will be forwarded to Council as information only. No action required.
- 6.3 Operations and Facilities Division - Public Works Area - Operations Statistics - February 2021 - the Operations Stats for February were received and will be forwarded to Council as information only. No action required.
- 6.4 Sewer and Water Data for 2021 - updated April 14, 2021 - the sewer and water data was received and will be forwarded to Council as information only. No action required.
- 6.5 Airport Statistics 2021 as of March 31, 2021 - the airport statistics were received and will be forwarded to Council as information only. No action required.
- 6.6 2021 Tonnage at the Landfill Site - updated April 19, 2021 - the landfill statistics were received and will be forwarded to Council as information only. No action required.

## **7 Adjourn / Next Meeting Date**

- 7.1 Meeting adjourned at 9:04 a.m.  
Next meeting May 5, 2021

---

Executive Committee Chair

---

T. Rob, Manager of Operations & Facilities

May 5, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Removal of Trees from Kings Highway**

---

**Background**

On August 10, 2020, the Town awarded the contract for the reconstruction and widening of Kings Highway from Pit Road 1 to 2 to George Armstrong Company under the Provincial Connecting Links program. On April 14, 2021, a public preconstruction meeting was held with property owners in the construction to ensure that they had firsthand information on the work to be completed around their houses and businesses.

On April 19, 2021, the contractor started to setup signage and prepare to undertake the project. On Tuesday April 20, 2021, the contractor started to excavate in the area of Pit Road 1 for the purpose of tying in the new storm sewer main to the existing system. At this time four trees west of Pit Road 1 along the highway were identified to conflict with either the storm sewer or curb of the new roadway and were removed.

Per the Town's Tree Canopy Policy number 4.30, attached to this report, these four trees will be replaced within the limits of the Town. The trees can not be replaced in the locations where they were removed as, per the policy no trees can be placed in Town owned Boulevards and the boulevard in question contains a 300mm diameter watermain, a 50mm gas main, and a 900mm storm sewer main however at this time, a final location has not been determined for the replacement of these trees. It is not anticipated that any other trees will conflict with the work being undertaken along this road segment, however as work progresses, additional trees may need to be removed to facilitate the installation or remediation of infrastructure.

**Recommendation**

Council has over the past number of years been criticized for removing trees to facilitate the installation or remediation of infrastructure and this is another instance whereby trees have been planted without forethought for their lifecycle impacts on infrastructure and the Town's ability to provide reliable transportation services to the residents of Fort Frances.

It is the recommendation of the Operations and Facilities Executive Committee that the letter dated April 17, 2021 from Mr. Alan T. Bedard be received and that the Kings Highway reconstruction project continue as planned with the removed trees replaced in accordance with the Town's Tree Canopy Policy.

Respectfully Submitted

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

Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the letter dated April 17, 2021 from Mr. Alan T. Bedard be received and that the Kings Highway reconstruction project continue as planned with the removed trees replaced in accordance with the Town's Tree Canopy Policy.**

Manager of Operations and Facilities

2021May5 Kings Highway Tree Letter.docx

# THE TOWN OF FORT FRANCES

## Section: Operations and Facilities

### Policy: Tree Canopy

---

<b>Creation Date:</b>	February 2019
<b>Review Date:</b>	
<b>Resolution Number:</b>	Consent February 11, 2019
<b>Supersedes Resolution Number:</b>	
<b>Policy Number:</b>	4.30

---

#### Introduction

An urban forest is essential to the current and future health of the Town of Fort Frances residents. A healthy, well maintained urban forest does not come about without forethought, planning and resource commitment. The Town of Fort Frances municipal tree canopy policy presents a strategy for the development of a sustainable urban forest that is capable of surviving well into the future. This forest management policy is supplemental to the Town's other guidance documents such as the Town's Official Plan and Tree Maintenance By-Laws.

#### Purpose:

The purpose of the Town of Fort Frances Municipal Tree Canopy Policy is to provide the Town with a guideline for effectively managing, sustaining and ensuring the growth of the Town's Municipal Tree Canopy in an arboriculturally sound and cost-effective manner.

#### Policy:

The Town of Fort Frances will endeavor to maintain and enhance its municipal tree canopy through the adoption of a "no net loss" practice when it comes to its municipal trees.

Where it is required, for a tree to be removed to facilitate road reconstruction, the tree has been damaged, is dead or diseased, the tree poses a threat to residential or municipal property, and the tree falls on the Town's property, the Town will replace said tree with a new tree in a suitable location so as to not impact municipal infrastructure. The tree may not be placed in the same location from which it was taken. The Town will endeavor to replace the removed tree within one year of removal depending on budget availability.

The Town of Fort Frances will consult an arborist to prepare and have in place an installation specification document for the proper installation of trees within the Town boulevards. The specification

will include areas of Town that could see an increase in the tree canopy as well as those areas where there should not be additional plantings. Further this document shall suggest native tree species to be planted to minimize impacts to infrastructure in the vicinity of the tree.

The Town will not install trees within municipal boulevards.

The Town will investigate new technologies for tree planting to mitigate risk to the Town's infrastructure. All Trees planted in proximity of infrastructure that could be impacted will be done so following proper engineering specifications to mitigate damage.

The Town of Fort Frances will require the inclusion of trees within all site plan control and subdivision applications.

The Town of Fort Frances encourages its residents to install trees within the 7.5 meter front yard setback between the boulevard and front of their house.

In an effort to expand the Municipal Tree Canopy, the Town of Fort Frances will offer a memorial Tree program. This program will allow for the purchase of a tree to be planted on public lands in remembrance, observation or acknowledgement of a special event or loved one. An application (Appendix A) shall be submitted by the proponent asking for the tree. The Town of Fort Frances, at its own cost, will replace the tree if it dies within two years of the planting of the tree. Location, species and time of planting will be determined in concert with the Town of Fort Frances Operations and Facilities Division.

#### **Responsibilities:**

The protection and enhancement of the Town's Municipal Tree Policy falls within multiple departments of the Town.

##### **Operations and Facilities:**

- The O&F Division is in charge of pruning trees within and adjacent municipal land when they interfere with the safe use and maintenance of municipal roads and sidewalks.
- The O&F Division takes complaints of nuisance, diseased, and dead or dying trees within the municipal right of way and properties and removes the trees as manpower is available.

##### **Planning and Development:**

- The P&D Division is in charge of ensuring the inclusion of trees in development proposals through the Chief Building Official/Municipal Planner
- Issues surrounding nuisance trees and hedges on private property will be handled by By-Law enforcement.

##### **Fort Frances Power Corporation**

- The Fort Frances Power Corporation has a policy governing tree trimming in areas of high voltage primary lines, low voltage secondary lines and street light lines and the trimming or removal of trees on private property that may involve FFPC services.
- During the year as Operations and Facilities inspects properties, instances of trees interfering with FFPC infrastructure will be reported to appropriate FFPC personnel.

**The General Public:**

The general public is responsible for compliance with the Town's tree installation guide and the Tree Maintenance and Installation By-Law.

**Tree Inventory:**

The Town of Fort Frances will endeavor to collect an inventory of trees within the Municipal properties within the municipal boundary. The Town will utilize internal staff and other experts to complete and maintain the tree inventory. This inventory will provide the Town with more detailed information on the location, size and condition of the trees within its municipal tree canopy to allow for better decision making in infrastructure planning.





### Town of Fort Frances Memorial Tree Program

#### Order Form

Trees may be planted on public lands in remembrance, observation or acknowledgement of a special event.

CUSTOMER INFORMATION			
Name:			
Street Address:		P.O. Box:	
Town/City:	Province:	Postal Code:	
Phone:	Email:		

TREE INFORMATION
Species of Tree:
Proposed Location of Tree:

If a plaque is required, please fill in the box with the information to be included on the plaque

--

- Species of Tree is subject to approval of the Operations and Facilities Division Manager or Designate.
- Location of tree is subject to the approval of the Operations and Facilities Division Manager or designate.
- Cost of tree will be variable based on species chosen.
- If the Tree dies within two years of planting the Town shall replace the tree, if the tree dies after two years the Town will not replace the tree.
- A \$100.00 Deposit is required upon application

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

Mayor June Caul ,  
Members of Fort Frances Council,  
Fort Frances , Ontario

April 17 , 2021



Dear Members of Council ,

I have been contacted by a number of taxpayers respecting the road work that will proceed on King's Highway . It was stated to me - that this road construction will result in the removal of the Memorial Veteran Trees - that were planted in recognition - & - in the memory of our Fallen Fort Frances Military Heroes - who gave their life in the Service of Canada during World War 1 - & - World War 11 .

I believe there were 80 Veterans from this area who lost their lives in these two World Wars . These trees were planted in Honor of their sacrifice - their Memory - & - was meant to be a lasting tribute to them - including a lasting " Memorial Recognition" for the families who lost loved ones, who went off into Canada's War's - to maintain our Freedom - & - Democracy ..Many of these family members still live here in our Community and District .

It seems there is absolutely no respect for this Memorial by Council - & - to cut these trees down is a sharp slap in the face of each one of those brave Veterans who gave their life for this Country . It is Politically gruesome - disrespectful - & - as low as any Politician can get in my opinion .

I am asking Council on behalf of the people I talked to - to cancel this disgraceful event - out of respect for all our Veterans - & - especially for those who gave their life for our Freedom - & - Democracy - & - their families .

These Veterans deserve better - Our Community deserves better - & - those who gave their lives up in service - & - their families deserve better .. So Please - stop this project - or devise a strategy that will preserve this very special - & - unique Memorial . Please keep - " THE MEMORIAL TREES ON KINGS HWY " .

Please call me - & - let me know Council's response to this letter - & - our request ..

Yours Truly ,

Allan T Bedard ( Advocate )

274-9202 home phone - no Message Board -- 271-0420 cell - has Message Board

P.O. Box 415 , Fort Frances , Ontario - P9A 3M7

Cc

Parties to this complaint

Royal Canadian Legion

Open Letter to The Editor

Radio Station Fort Frances

G. Rickford M.P.P. - your comments are requested

M . Polowski M.P - your comments are requested

May 5, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Request From M. Fraczekiewicz Regarding Driveway Culvert**

---

At the April 26, 2021 meeting of Council, a letter from Mr. Mar Fraczekiewicz was referred to the Operations and Facilities Executive Committee requesting the Town replace the culvert in his driveway.

Attached you will find a report from Mr. Milt Strachan outlining the history surrounding this culvert. The Private Crossing By-Law being By-Law 32-82 states the following:

- "All private Crossings shall be installed or constructed by the Town."
- "All private crossings shall be installed or repaired at the expense of the applicant, owner, or tenant and in any event shall be a charge against the benefitting property and may be entered on the Tax Collector's roll and collected in a like manner as taxes."

The Town has always installed, repaired, or replaced entrance culverts at the expense of the property owner, other than when the roadway is being reconstructed or larger scale drainage improvements are being undertaken.

It is the recommendation of the Operations and Facilities Executive Committee that the letter dated April 13, 2021 from Mr. M. Fraczekiewicz be received, and no other action be taken until such time as the property owner agrees to pay the associated costs to replace his driveway culvert and an application form is filed with the Town.

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 letter dated April 13, 2021 from Mr. M. Fraczekiewicz be received, and no other action be taken until such time as the property owner agrees to pay the associated costs to replace his driveway culvert and an application form is filed with the Town.**

Manager of Operations and Facilities

**From:** marjan fraczekiewicz <[marjan\\_z71@hotmail.com](mailto:marjan_z71@hotmail.com)>  
**Sent:** Tuesday, April 13, 2021 12:35 PM  
**To:** Town <[town@fortfrances.ca](mailto:town@fortfrances.ca)>  
**Subject:** [External] Mayor and Members of Council

**[EXTERNAL]** Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to [support@fortfrances.ca](mailto:support@fortfrances.ca).

Please review the following regarding the culvert at the end of my driveway on 136 5th Street East

The culvert is rotten, the ground has sunk around the culvert due to all the rain that pools in my property/driveway from surrounding properties. I do not see how the replacement/ repair cost is on me when the placement of the culvert and the fact that the ditches are also not done properly which causes flooding and the drainage is 6-7 houses away on each side and my property is the lowest. When asked about having the repair done privately I was told that was not possible due to a bylaw and it had to be completed by the town but that the cost was on my dime when clearly this is not my issue. Looking for some resolution as this has now become a safety hazard. I would like to work with you and the town in resolving this ongoing problem. Please feel free to contact me at 807-271-4410. Thank you for your time regarding this matter. Mar Fraczekiewicz



From: [John](#)  
To: [John](#)  
Subject: [\[EXTERNAL\] Mayor and Members of Council](#)  
Date: Tuesday, April 13, 2021 1:46:16 PM

From: marjan fraczkiewicz <marjan\_271@hotmail.com>  
Sent: Tuesday, April 13, 2021 12:35 PM  
To: Town <town@fortfrances.ca>  
Subject: [EXTERNAL] Mayor and Members of Council

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to [support@fortfrances.ca](mailto:support@fortfrances.ca).

Please review the following regarding the culvert at the end of my driveway on 136 5th Street East

The culvert is rotten, the ground has sunk around the culvert due to all the rain that pools in my property/driveway from surrounding properties. I do not see how the replacement/ repair cost is on me when the placement of the culvert and the fact that the ditches are also not done properly which causes flooding and the drainage is 6-7 houses away on each side and my property is the lowest. When asked about having the repair done privately I was told that was not possible due to a bylaw and it had to be completed by the town but that the cost was on my dime when clearly this is not my issue. Looking for some resolution as this has now become a safety hazard. I would like to work with you and the town in resolving this ongoing problem. Please feel free to contact me at 807-271-4410. Thank you for your time regarding this matter. Mar Fraczkiewicz







Sent from my Bell Samsung device over Canada's largest network.



April 30, 2021

Report To: Travis Rob, Manager of Operations and Facilities

From: Milt Strachan, Transportation Superintendent

Subject: Private Crossing (Culvert) at 136 Fifth Street East

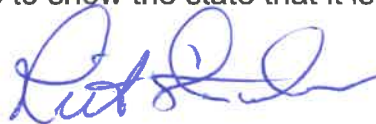
In the spring of 2020, a message was left on my phone to have a look at the culvert at 136 Fifth Street East and get back to him. I inspected the culvert and called the owner to let him know what I found. I explained that the culvert has outlived its life expectancy and it was time to replace it with a new one. I read him exactly what By-Law 32/82 contains about replacement and/or repairs of private crossings and that the work is to be done by Town at the expense of the property owner. The owner was immediately complaining that there is no way the cost should be on him and that it is the Town's problem!

This culvert is Fifty Plus years old! The fact that the culvert ends are collapsed from driving over them and that there is clearly a hole in the top of the culvert and it is plugged full of gravel has nothing to do with anything that the Town has done or should be responsible for. The culvert needs to be replaced. It is plugged solid and that is why the water having no place to go has settled under the culvert and the frost has heaved it during the freeze/thaw cycle. The ground around it has not sunk. The culvert has heaved. The owner asked if he could replace the culvert privately so he knows that it has to be replaced.

If you look at the pictures that the owner sent it verifies that the culvert needs to be replaced to gain any momentum with the water that is pooling on the property. The picture was taken on the third day of a steady rain and the ditches to the east and west of the property have plenty of room to hold the water that is pooling if the water was able to get there. The only thing stopping the water from getting there is the owner's culvert.

Anytime we do repairs or replace a culvert in these older areas we always make some improvements in the drainage of the surrounding area. That is just good business. We can do some ditching out of Storm Water Rural budget and make some improvements while we are there. Nothing improves until the culvert is replaced and water can flow through it.

The owner neglected to provide a picture of the condition of the culvert so I have attached a couple to show the state that it is in.



Milt Strachan,  
Transportation Superintendent

## Milton Strachan

---

**From:** Milton Strachan  
**Sent:** Friday, April 30, 2021 3:35 PM  
**To:** Milton Strachan  
**Subject:** Culvert pics







Sent from my iPhone

April 21, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Request for Sewer Rooting Reimbursement – 324 Third Street West**

---

The Town has received a request from Ms. Wendy Bell at 324 Third Street West for reimbursement of sewer rooting that had been completed by Do Rite Plumbing (John Marcus). The invoice was for \$250.00 + \$32.50 HST for a total of \$282.50. The work was performed on or about April 26, 2021. The invoice from Mr. Marcus indicates the location of the blockage was 60 feet out and roots were the cause of the blockage. Due to Covid-19 work restrictions, Town employees are not entering private buildings for work, including sewer rooting.

Town Bylaw 06/16 speaks to sewer blockages caused by tree roots, as follows:

**2.6 Blockage - tree roots - liability**

Where a sewer service blockage is caused by tree roots and the tree is located on Town property, the Town may assume liability for costs involved in clearing such blockage. Where the tree is located on private property and causes the blockage of a sewer service then the Owner of the property shall be liable for all of the cost involved in clearing the blockage. The Engineer shall be the sole judge of the location of the problem and as to whether or not the Owner is to be charged with any of the cost.

**2.19 Maintenance responsibility - service lateral - building sewer - charges** When authorized by the property Owner the Town will perform maintenance work with respect to cleaning of the service lateral and/or building sewer only. The Owner or Authorized representative of the Owner shall give the Town written authorization to perform such work by executing the appropriate Work Requisition form. The charge for maintenance services shall be determined as follows:

- a) A minimum service charge as outlined in the current Town's User Fee By-law will be charged to the Owner for maintenance services.
- b) Where it is determined by the Town that the location of the obstruction is on the Owner's property all charges incurred, less the minimum service charge shall be paid by the Owner.
- c) Where it is determined by the Town that the location of the obstruction is on the Town's property. This only applies to normal service laterals, property line to main (normally approximately ten (10) metres or thirty-three (33) feet) and not those made under special agreement with the Town. The Town may assume all costs for maintenance services to clear the blockage, except for the minimum service charge.
- d) Where it is discovered that the service obstruction is the direct result of a person(s) charging or depositing items, i.e. female hygiene products, paper towels, etc. other than those deemed normal every day usage, regardless of the location of the obstruction (Owner's or Town's property), the Owner shall be responsible for the costs of the work done to clear the obstruction.

When the Town's employees perform sewer rooting services, the following charges may be incurred (all based on work being done during normal working hours):

- Minimum Charges (regardless of where the blockage is): \$26.
- Minimum Charge if blockage is on owner's property or owner is at fault: \$118.00 per hour. (A typical sewer rooting is a one-hour charge).

The town does not charge HST on sewer rooting work.

The Town continues to adapt to the Covid-19 pandemic and imposes work restrictions to ensure the safety of Town employees. Not entering private buildings for sewer work was one of the restrictions implemented. However, this limitation is only imposed when the area is in 'Orange – Restrict' or worse colour codes. At the time of the plugged sewer the Town was not doing in-house work.

There is not a lot of history on this property since the early 80's as the service was lined with a PVC pipe from the house to the main at that time. Prior to 1982 there were a number of plugged sewers all with roots.

It is the recommendation of Administration to not reimburse his sewer rooting request as roots are prevalent in the existing clay sewer and the 4" PVC liner is not sealed at both ends from root intrusion. In addition there are large trees in the property owners front yard, a Google Streetview picture of the property is included.

It is the recommendation of the Operations and Facilities Executive Committee that the request for reimbursement for sewer rooting services for 324 Third Street West be denied.

Respectfully Submitted

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

Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the request for reimbursement for sewer rooting services for 324 Third Street West be denied.**

Manager of Operations and Facilities



Google Maps 324 3rd St W



Image capture: Oct 2018 © 2021 Google

Fort Frances, Ontario

Google

Street View



# SERVICE REPLACEMENT RECORD

OCT 12 1982

ADDRESS :

SEWER DEPTH : \_\_\_\_\_ Ft.

324 THIRD ST WEST

WATER DEPTH : \_\_\_\_\_ Ft.

LOCATION :

SEWER ☐

WATER ☒

FROM NEAREST DOWNSTREAM MANHOLE , IN FEET. \_\_\_\_\_

LOCATION EXPLANATION : \_\_\_\_\_

COMMENTS: RELINED 6 INCH TILE SEWER WITH  
4 INCH P.V.C. FROM HOUSE TO MAIN

## MAINTENANCE RECORD

ADDRESS:

324 THIRD STREET WEST

DATE	REMARKS
APRIL 14/80	CLEANED Plugged SEWER. Plugged AT SIDEWALK WITH ROOTS
JULY 28/80	" " " " 40 FT FROM C.O. ROOTS
MAR 20/81	" " " " ON TOWN PROPERTY
JAN 12/82	" " " " WITH ROOTS
AUG 23/82	" " " " 50' FROM C.O.
<del>APRIL 23/82</del>	<del>" " " " " " " " " " " "</del>
MAR 2/90	" " " " - Plugged AT 40 ELBOW BILLED.
NOV. 8/91	CalLED OUT TO TURN OFF WATER - DUNN CHARGED MINO - BILLED.

# MAINTENANCE RECORD

ADDRESS: 324 THIRD STREET WEST

DATE	REMARKS
OCT 4/82	CLEANED PLUGGED SEWER. PLUGGED 20' FROM C.O.: (PAPER)
APRIL 16/96	TURN WATER OFF/ON - OWNER REPLACED LEAD WATER LINE ON PRIVATE PROPERTY; NEW CURB STOP, SERVICE BOX AT PROP. LINE. * TOWN LINE IS LEAD
MAY 21/96	REPLACED LEAD WATER SERVICE WITH 3/4" COPPER - PROPERTY LINE TO MAIN - LOWERED SERVICE BOX.



## Lori Pattison

---

**From:** Wendy <rwbell@jam21.net>  
**Sent:** Tuesday, April 27, 2021 11:22 AM  
**To:** Lori Pattison  
**Subject:** [External] Sewer bill

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to [support@fortfrances.ca](mailto:support@fortfrances.ca).



As requested this is the bill for getting our sewer cleared by the plumber you told us to contact.

Wendy Bell

Sent from my iPad



May 5, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Award of Tender 21-OF-06 – Memorial Sports Centre Roof Replacement**

---

With the award of the Investing in Canada Infrastructure Program Recreation and Culture funding for the Memorial Sports Centre, the first of many projects have been tendered, being the replacement of a number of roof sections.

Attached you will find a report from Mr. Adam Mitchell, P.Eng outlining the process and tender results. With the large scope of works to be completed under the ICIP Funding, each project has been assigned a budget internally for the purposes of cost controlling the multi year project. With this being the first large project and being over budget, even with reduced scope, it is recommended that the landfill tipping fees be waived further reducing costs.

It is the recommendation of the Operations and Facilities Executive Committee that:

1. Tender 21-OF-06 be awarded to Tom Jones Corporation for a total revised tender price of \$1,564,800.
2. That an authorizing By-Law be prepared for Mayor and Clerk to execute the agreement on behalf of the organization, and
3. That the Landfill Tipping fees be waived for this project.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:**

- 1. Tender 21-OF-06 be awarded to Tom Jones Corporation for a total revised tender price of \$1,564,800.**
- 2. That an authorizing By-Law be prepared for Mayor and Clerk to execute the agreement on behalf of the organization, and**
- 3. That the Landfill Tipping fees be waived for this project.**

Manager of Operations and Facilities

April 30, 2021

Report To: Travis Rob

From: Adam Mitchell, P.Eng, Asset Management Coordinator

**RE: Memorial Sports Centre Roof Replacement, ICIP Revitalization of the Memorial Sports Centre.**

---

On April 13<sup>th</sup>, 2021 the Town of Fort Frances received proposals for tender 21-OF-06, Memorial Sports Centre Roof Replacement. The scope of this tender entails replacing 8 of 12 roof sections which are the following.

- Roof #1: 52 Canadians
- Roof #2: 52 Canadians Lobby & Hall
- Roof #5: Main Lobby
- Roof #7: Squash Courts
- Roof #8: Change Room/Storage Room
- Roof #9: Elevator Roof
- Roof #10: Front Canopy
- Roof #11: Electrical Vault Roof

This roof replacement project is the first project to be tendered as part of the ICIP Revitalization of the Fort Frances Memorial Sports Centre Grant we received last month. In 2019, this roof replacement project was estimated to cost \$1,560,000.

The Town of Fort Frances received three proposals from Tom Jones Corporation, Lakehead Roofing and Metal Cladding LTD, and Rugged Air Industries. A cost comparison of tender submissions is shown in the table below.

Item	Roof	Units	Total Price		
			Tom Jones	Lakehead	Rugged
1	Roof #1: 52 Canadians	L.S.	\$ 677,600.00	\$ 940,000.00	\$ 1,104,354.00
2	Roof #2: 52 Canadians Lobby & Hall	L.S.	\$ 280,800.00	\$ 220,000.00	\$ 231,301.00
3	Roof #5: Main Lobby	L.S.	\$ 279,600.00	\$ 615,000.00	\$ 715,936.00
4	Roof #7: Squash Courts	L.S.	\$ 176,100.00	\$ 140,000.00	\$ 220,723.00
5	Roof #8: Change Room/Storage Room	L.S.	\$ 76,800.00	\$ 40,000.00	\$ 48,344.00
6	Roof #9: Elevator Roof	L.S.	\$ 31,700.00	\$ 45,000.00	\$ 15,571.00
7	Roof #10: Front Canopy	L.S.	\$ 60,600.00	\$ 41,000.00	\$ 53,993.00
8	Roof #11: Electrical Vault Roof	L.S.	\$ 44,500.00	\$ 30,000.00	\$ 25,562.00
9	Safe Roof Access	L.S.	\$ 58,400.00	-	-
Subtotal			\$ 1,686,100.00	\$ 2,071,000.00	\$ 2,415,784.00

Please note, item 9, Safe Roof Access was not tendered as a sperate item. This means the safe roof access price for Lakehead Roofing and Rugged Roofing is incorporated across items 1 to 8. Tom Jones chose to break this item out into a sperate line as shown. In the end, the subtotal prices shown by all parties are priced to complete the same scope of work.

Tom Jones Corporation submitted the lowest bid. JML Engineering, the firm that designed the new roof system was contracted to review tender submissions and ensure compliance. I have attached their letter of recommendation. In short, JML recommends Tom Jones Corporation be awarded the project.

After receiving JML's recommendation an internal review of submissions was completed. It is shown that Tom Jones submission is over budget by \$126,000. We believe this occurred because of the following factors.

- Our budget was created and submitted to ICIP in November 2019.
- Grant was awarded 16 months later.
- Covid 19 pandemic has caused a substantial increase in the price of building materials which was unforeseen at the time the budget was submitted.

In a proactive approach to try to manage the overall budget of the ICIP Revitalization of MSC project, it is proposed that two roof sections be withheld from this tender. The sections are roof #8 and roof #11. The rational of eliminating two roof sections is because, due to the current economic state of building materials, it is unsure how much this will affect other aspects of our revitalization project. With over 23 items remaining in our project, it is fair to assume this trend could continue and we will see higher than anticipated prices continuing. These subtractions give an updated total for this year's roof replacement project of \$1,564,800.

As shown above, with the holdback of two roofs, the total cost to build remains \$4,800 over budget. The challenge this creates is our contingency allowance has been erased. To ensure we allocate resources to cover any additional overages, we are suggesting additional savings seen by waving tipping fees at our landfill for Tom Jones. This technique has been used on previous projects and is one advantage of owning a landfill. By doing so, substantial cost savings could be found allowing one of the two roofs that were cut to be returned to the project. Tom Jones has been approached to provide their cost total for tipping and if the price is considered fair this could be very beneficial to the project.

It should be noted, a phase two roof replacement project is scheduled in year 5 of the Revitalization of the MSC Project. Whatever work is withheld from this year's phase one project will be added to phase two. Roof #8 and roof #11 were chosen to be withheld because they present the lowest risk of failure. Another advantage of delaying the replacement of roof 11 is we currently have a project examining the feasibility of combining our ice plants. Within the upcoming review, it could be proposed that the condenser unit located on top of roof 11 be removed. This would greatly simplify the cost to replace the roof and we would see good cost savings here. It is worth waiting to see what is recommended.

It is my recommendation that Tom Jones Corporation be contracted to replace 6 roof sections at the Memorial Sports Centre for a total of \$1,564,800. I recommend that council approves waving tipping fees contingent on receiving a fair cost savings from Tom Jones.

Respectfully Submitted



Adam Mitchell, P.Eng  
Asset Management Coordinator

April 21, 2021  
Ref. No. JML2019066

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

Attention: Adam Mitchell  
Asset Management Coordinator

Reference: **Letter of Recommendation for Award of Tender**  
**Tender No. 21-OF-06**  
**Roofing Replacement at the Memorial Sports Centre**

Dear Adam:

We have reviewed the tenders received by the Town of Fort Frances on April 20, 2021 for the Roofing Replacement at the Memorial Sport Centre. A tender comparison of the bids received is shown below.

A summary of the bidders, bid results and required submittals are as follows (HST Excluded):

Contractor	Lump Sum Price	Completed Schedule 1	Bid Bond
Lakehead Roofing	\$ 2,071,000.00	Yes	Yes
Rugged Air Industries	\$ 2,415,784.00	Yes	Yes
Tom Jones Corporation	\$ 1,686,100.00	Yes	Yes

Since Tom Jones Corporation submitted the lowest tender, we have focused our evaluation on their tender. Their tender submission has been done in general conformance with the requirements outlined in the tender documents. They have indicated they received all four (4) Addenda issued during the tender period.

Neither Tom Jones nor any of its proposed subcontractors are members of the Canadian Roofing Contractors Association (CRCA). In accordance with Addendum 4, they are required to submit preliminary details (supplier/manufacturer) of their proposed roofing system and certification from the manufacturer/supplier. This additional submittal applies to the EPDM roof and the Metal roof.

We had a discussion with Mr. Casey Bishop, C.Tech., CEC, Civil Project Manager/Estimator, to discuss their bid. Mr. Bishop explained that Tom Jones Corporation currently has the manpower necessary to successfully complete the entire project by December 31, 2021. Tom Jones Corporation intends to commence work shortly after a Purchase Order is issued by The Town of Fort Frances.

Mr. Bishop commented they are comfortable with their pricing, they were satisfied that there were no errors or omissions in their pricing, and they do not foresee any obvious or significant 'extras' arising from the tender documents.

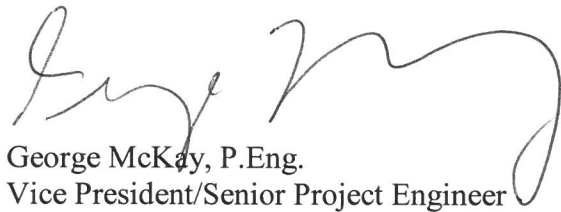
Based upon our review of Tom Jones Corporation's tender submission, our discussion with Casey Bishop, their experience in similar projects, their proposed manpower, and their commitment to schedule, we feel they can successfully complete the entire project by December 31, 2021.

Therefore, we recommend Tom Jones Corporation be awarded the 'Roofing Replacement Memorial Sports Centre' project for the Total Contract Price (excluding HST) of **\$ 1,686,100.00** (one million six hundred and eighty-six thousand one hundred dollars). This recommendation is contingent on submittal of preliminary roofing details and subcontractor certification.

We trust this letter is satisfactory. Please contact the undersigned if you have any comments or wish to further discuss our recommendation.

Best regards,

JML Engineering Ltd.



George McKay, P.Eng.  
Vice President/Senior Project Engineer

:gam

P:\2019066 - Town of Fort Frances - Roofing Replacement Memorial Sports Centre\Admin\Tender\2021-04-21 Tender Recommendation.doc

JML ENGINEERING LTD.

May 5, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Airports Capital Assistance Program Funding Agreement**

---

In December 2020 the Town submitted an expression of interest to the Airports Capital Assistance Program (ACAP) for the replacement of the Plow Truck as it met the eligibility criteria of being 20 years old in 2021. On April 12, 2021 the Town was notified that we were successful in receiving funding. The ACAP program funds 100% of eligible costs up to a maximum of \$360,000.00.

Attached you will find a contribution agreement with Her Majesty the Queen in Right of Canada for the replacement of the Airport Plow/Sand truck through the ACAP program. This purchase was not included in the 2021 capital budget as funding was not anticipated until late in 2021. With COVID supply has shown to be very long and with this piece of equipment only utilized in winter season, it is the recommendation of Administration that this piece of equipment be ordered as soon as possible with delivery in early 2022. No funds would be required to place an order for this piece of equipment.

It is the recommendation of the Operations and Facilities Executive Committee that:

1. The Town enter into a contribution agreement with Her Majesty the Queen in Right of Canada for the Airports Capital Assistance Program,
2. That an authorizing By-Law be prepared for Mayor and Clerk to execute the agreement on behalf of the organization, and
3. direct that Administration procures this piece of equipment as soon as possible with delivery and payment happening in early 2022.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:**

- 1. The Town enter into a contribution agreement with Her Majesty the Queen in Right of Canada for the Airports Capital Assistance Program,**
- 2. That an authorizing By-Law be prepared for Mayor and Clerk to execute the agreement on behalf of the organization, and**
- 3. direct that Administration procures this piece of equipment as soon as possible with delivery and payment happening in early 2022.**

Manager of Operations and Facilities

**CANADA – CORPORATION OF THE TOWN OF FORT FRANCES  
AIRPORTS CAPITAL ASSISTANCE PROGRAM  
AGREEMENT FOR THE PURCHASE OF A PLOW TRUCK**

This Agreement is made as of the date of last signature

**BETWEEN:**                **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as  
represented by the Minister of Transport ("Canada")

**AND**

**THE CORPORATION OF THE TOWN OF FORT FRANCES**,  
continued or incorporated pursuant to *An Act to provide for the  
Incorporation of Towns in Territorial Districts* in the province of  
Ontario, as represented by the Mayor and the Clerk (the  
"Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

**RECITALS**

**WHEREAS** the Minister of Transport is responsible for the Program entitled the Airports Capital Assistance Program ("Program");

**WHEREAS** the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

**AND WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

**NOW THEREFORE**, the Parties agree as follows:

**1. INTERPRETATION**

**1.1 DEFINITIONS**

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

**"Agreement"** means this contribution agreement and all its schedules, as may be amended from time to time.

**"Agreement End Date"** means twelve (12) months after Project Completion Date.

**"Asset"** means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement.

**"Asset Disposal Period"** means the period commencing from the Effective Date and ending on March 31, 2042.

**"Contract"** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

**"Effective Date"** means the date of last signature of this Agreement.

**"Eligible Expenditures"** means those costs incurred that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

**"Eligible Airports"** means either a:

- a) Certified Airport which is not owned or operated by the federal Crown;  
OR
- b) Remote Airport, which is not owned or operated by the federal Crown;  
OR
- c) Registered Aerodrome that is not owned or operated by the federal Crown.

**"Fair Value"** means the amount that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.

**"Final Claim Date"** means the earlier of three (3) months after the Project Completion Date of the Project and March 31, 2023.

**"Fiscal Year"** means the period beginning April 1 of a year and ending March 31 of the following year.

**"In-Kind Contributions"** means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a Third Party for the Project, for which Fair Value is assigned, but for which no payment occurs.

**"Project"** means the project as described in Schedule B (The Project).

**"Operating Period"** means the period commencing from the Effective Date and ending three (3) years after the Project Completion Date.

**"Project Completion Date"** means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than March 31, 2022.

**"Qualified Bid"** means a bid that meets the minimum technical requirements of the Project as outlined in the bid specification.

**"Registered Aerodrome"** means an Aerodrome which has been registered in accordance with Subpart 301 of the *Canadian Aviation Regulations*.

**"Remote Airport"** means an airport that is a remote airport under the terms of the National Airports Policy issued July 13, 1994.

**"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.

**"Total Financial Assistance"** means funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

## **1.2 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

## **1.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

## **1.4 SCHEDULES**

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Claims

Schedule E – Communications Protocol

## **2. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.



### **3. OBLIGATION OF THE PARTIES**

#### **3.1 CONTRIBUTION BY CANADA**

- a) Canada agrees to pay a contribution to the Recipient of not more than one hundred percent (100%) of the total Eligible Expenditures for the Project but only up to a maximum of three hundred and sixty thousand dollars (\$360,000.00).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds one hundred percent (100%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

#### **3.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- d) The Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) Upon Canada's request and throughout the term of the Agreement, the Recipient will promptly provide Canada with updates to the Project status and the Project expenditures and forecasts set out in Schedule B (The Project).
- i) The Recipient will only use the Asset on Airport property. Canada may reduce its contribution proportionally for any use of an Asset not on Airport property (e.g., if an Asset is used off of Airport property 50% of the time and Canada's contribution is 100% of Eligible Expenditures, Canada's contribution would then be reduced to 50% of Eligible Expenditures).

#### **3.3 APPROPRIATIONS AND FUNDING LEVELS**

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was

made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

### **3.4 FISCAL YEAR BUDGETING**

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), Canada will not re-allocate the difference between the two amounts to a subsequent Fiscal Year. The amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) will be reduced by the amount of this difference and, as a result, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

### **3.5 CHANGES DURING THE LIFE OF THE PROJECT**

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).
- c) Notwithstanding the foregoing, the Recipient may request additional funding from Canada. It is solely up to Canada's discretion and approval to provide any additional funding to the Project.

### **3.6 INABILITY TO COMPLETE PROJECT**

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

## **4. RECIPIENT REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by \_\_\_\_\_, dated \_\_\_\_\_;
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;

- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.
- j) the Airport meets the requirements of the *Canadian Aviation Regulations*, Part III, Subpart 2 (TP312 "Aerodrome Standards and Recommended Practices") and amendments thereto;
- k) the Airport will continue to meet, during the Operating Period, the requirements of the *Canadian Aviation Regulations*, Part III, Subpart 2 (TP312 "Aerodrome Standards and Recommended Practices") and amendments thereto;
- l) except in the case of a Remote Airport, provides year round regularly scheduled commercial passenger service; and
- m) except in the case of a Remote Airport, handled a minimum of one thousand (1,000) regularly scheduled commercial passengers annually for each of the last three (3) calendar years.

## **5. [INTENTIONALLY OMITTED]**

## **6. CONTRACT PROCEDURES**

### **6.1 AWARDING OF CONTRACTS**

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements. Situations where Canada may accept the use of non-competitive tendering are as follows:
  - i. the nature of such Project is such that it could be executed more expeditiously or economically by the officers and servants of the Recipient;
  - ii. only one person or firm is capable of executing such Project;
  - iii. the nature of such Project or its total estimated cost is such that it would not be in the public interest to issue a call for tenders;
  - iv. in case of pressing emergency, when delays incurred in the execution of such Project would be injurious to the public interest.
- b) If Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

### **6.2 CONTRACT PROVISIONS**

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting

the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

## **7. ENVIRONMENTAL AND IMPACT ASSESSMENT**

The Recipient represents and warrants that the Project is not a “designated project” or a “project” under the applicable federal environmental and impact assessment legislation.

## **8. ABORIGINAL CONSULTATION**

The Parties agree that the legal duty to consult does not arise for the Project.

## **9. CLAIMS AND PAYMENTS**

### **9.1 PAYMENT CONDITIONS**

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.

### **9.2 FINAL CLAIM AND FINAL ADJUSTMENTS**

- a) The Recipient will submit one (1) final claim to Canada by the Final Claim Date covering the Recipient’s Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
  - i. A certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures claimed in accordance with Schedule B.2 (Project Budget);
  - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient) in the form set out in Schedule D.1 (Certificate of Compliance for Final Claim);
  - iv. documentation to support the Eligible Expenditures claimed that is satisfactory to Canada.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

## **10. REPORTING REQUIREMENTS**

Any project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

## **11. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE**

### **11.1 RECIPIENT AUDIT**

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.3 (Accounting Principles).

### **11.2 [INTENTIONALLY OMITTED]**

### **11.3 EVALUATION**

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

### **11.4 CORRECTIVE ACTION**

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

### **11.5 RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

### **11.6 ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

## **12. COMMUNICATIONS**

### **12.1 COMMUNICATIONS PROTOCOL**

The Parties will comply with Schedule E (Communications Protocol).

### **12.2 RECOGNITION OF CANADA'S CONTRIBUTION**

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

### **12.3 PUBLIC INFORMATION**

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

### **13. [INTENTIONALLY OMITTED]**

### **14. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

### **15. DEFAULT**

#### **15.1 EVENTS OF DEFAULT**

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.
- e) the Recipient becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors or goes into receivership or bankruptcy;
- f) the Recipient is wound up or dissolved.

#### **15.2 DECLARATION OF DEFAULT**

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

#### **15.3 REMEDIES ON DEFAULT**

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior

- to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

## **16. LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **16.1 DEFINITION OF PERSON**

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

### **16.2 LIMITATION OF LIABILITY**

In no event will Canada, its officers, servants, employees or agents be held liable for any damages 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 this Agreement or the Project.

### **16.3 INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner 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;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

## **17. ASSETS**

- a) Assets acquired, purchased, constructed, rehabilitated or improved, in whole or in part, through the course of the Project will be the responsibility and remain the property of the Recipient.
- b) Notwithstanding any other provision of this Agreement, the Recipient will preserve, maintain, and use any Assets for the purposes of the Project, and will not dispose of any Asset during the Asset Disposal Period, unless the Recipient notifies Canada in writing and Canada consents to the Asset's disposal.
- c) Unless otherwise agreed to by Canada, upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering an Asset whether directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, in whole or in part, an amount of funds contributed by Canada to the Asset under this Agreement.

## **18. GENERAL**

### **18.1 PUBLIC BENEFIT**

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

## **18.2 SURVIVAL**

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

## **18.3 ACCOUNTING PRINCIPLES**

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

## **18.4 DEBTS DUE TO THE FEDERAL CROWN**

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

## **18.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN**

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

## **18.6 SET-OFF BY CANADA**

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

## **18.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

## **18.8 CONFLICT OF INTEREST**

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

## **18.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

## **18.10 NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

## **18.11 ASSIGNMENT**

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

## **18.12 COUNTERPART SIGNATURE**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of



counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

#### **18.13 SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

#### **18.14 AMENDMENTS**

This Agreement, including its schedules, can only be amended in writing by the Parties.

#### **18.15 WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

#### **18.16 NOTICE**

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Senior Program Policy Analyst  
Tower C  
19<sup>th</sup> Floor, 330 Sparks Street  
Ottawa, ON K1A 0N5  
Facsimile: 613-990-8889

Recipient:

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

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
  - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
  - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

#### **18.17 COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

#### **18.18 GOVERNING LAW**

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

#### **18.19 SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.

**19. SIGNATURES**

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Transport and on behalf of the Corporation of the Town of Fort Frances by the Mayor and Clerk.

HER MAJESTY THE QUEEN IN RIGHT  
OF CANADA

THE CORPORATION OF THE TOWN OF  
FORT FRANCES

\_\_\_\_\_  
Per: Jason Tom  
Executive Director, Operations and  
Authorities Stewardship

\_\_\_\_\_  
Per: June Caul  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Elizabeth Slomke  
Clerk

\_\_\_\_\_  
Date

## **SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES**

### ***SCHEDULE A.1: ELIGIBLE EXPENDITURES***

Eligible Expenditures must:

- be reasonable and directly related to the Project, as determined by Canada;
- be incurred between the Effective Date and the Final Claim Date; and
- consist of the following categories of expenditures:
  - Cost of mobile equipment up to the maximum ACAP pre-determined cost;
  - Radios/beacons for mobile equipment are eligible items as part of an initial purchase of a mobile equipment. However, for replacement of mobile equipment, radios/beacons should be removed and re-installed on the new replacement mobile equipment;
  - Spare tires for mobile equipment can be eligible as part of the initial purchase and subject to review on a case-by-case basis;
  - Mobile equipment are only deemed eligible once delivery and insurance requirements have been met;
  - Expenditures related to communication activities (press releases, press conferences, translation, etc.);
  - Provincial sales tax and the Goods and Services Tax or the Harmonized Service Tax for which the Recipient or a Third Party is not eligible for a tax rebate; and
  - Other expenditures that, in the opinion of Canada, are considered to be direct and necessary for the successful implementation of the Project.

### ***SCHEDULE A.2: INELIGIBLE EXPENDITURES***

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total Eligible Expenditures of the Project, including:

- Expenditures incurred prior to the Effective Date, with the exception of work covering investigation, design plans, environmental assessment and documentation directly relating to the undertaking of the Project;
- Expenditures incurred after the Final Claim Date;
- Administrative costs, including overhead expenses;
- Expenditures related to the operation or maintenance of the Airport;
- Cost of purchasing operating or construction equipment;
- Unless specifically authorized by Canada, reimbursement of travel expenses;
- Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative expenditures incurred by the Recipient, and more specifically expenditures relating to survey, engineering, design, architecture, supervision, management and other services delivered directly by permanent employees of the Recipient, except in the case where the Recipient can demonstrate value for money;
- Refurbishment of existing mobile equipment;
- Extended warranties for mobile equipment; and
- Back-up equipment.

## **SCHEDULE B – THE PROJECT**

### ***SCHEDULE B.1: PROJECT DESCRIPTION***

#### **Project Description:**

This Project consists of the purchase of a new plow truck 4x2

#### **Objective(s):**

The objective of the Project is to improve safety at the Airport by purchasing a new plow truck 4x2 at the Airport.

#### **Activities:**

The Project Activities will include:

- The Recipient will undertake a public, open and competitive process for the purchase of the equipment.
- The Recipient will be responsible for the purchase and receipt of the equipment and will manage all aspects of this Project.

#### **Project Outcomes:**

In order to illustrate how the Project will contribute to a safe transportation system, the Recipient will collect performance data and report on the following performance indicators that the Project will contribute to:

- Safety levels are maintained at Airports Capital Assistance (ACAP) Eligible Airports.
- Eligible Airports meet safety standards required for continued operation.

This data is collected only for the purpose of performance measurement and reporting to Canadians.

## SCHEDULE B.2: PROJECT BUDGET

A. ELIGIBLE EXPENDITURES	TOTAL	FISCAL YEAR BREAKDOWN
		2021/2022
A.1 TOTAL ELIGIBLE PROJECT EXPENDITURES		
Project Component (Description)		
Equipment Pre Determined Procurement Value – plow truck 4x2	350,000.00	350,000.00
Shipping (Paid at actual costs up to a maximum of \$10,000)	10,000.00	10,000.00
TOTAL A.1: TOTAL ELIGIBLE PROJECT EXPENDITURES	360,000.00	360,000.00
TOTAL A.2: TOTAL INELIGIBLE PROJECT EXPENDITURES	0.00	0.00
TOTAL A: TOTAL PROJECT EXPENDITURES (A.1+A.2)	360,000.00	360,000.00

B. SOURCES OF FUNDING	TOTAL	2021/2022
B.1: RECIPIENT FUNDING		
Cash	0.00	0.00
SUBTOTAL B.2: MAXIMUM CANADA CONTRIBUTION	360,000.00	360,000.00
TOTAL C: TOTAL FUNDING FOR THE PROJECT (B1+B2)	360,000.00	360,000.00

## SCHEDULE C – REPORTING REQUIREMENTS

Upon receipt of the mobile equipment, and before the Agreement End Date, the Recipient will submit to Canada a confirmation of:

- The invoice for the mobile equipment
- The mobile equipment delivery date;
- A picture of the mobile equipment at the Airport
- The model and serial number of the mobile equipment; and.
- A copy of the insurance confirmation for the mobile equipment

## SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

### SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the Corporation of the Town of Fort Frances (the "Recipient"), represented by \_\_\_\_\_ (Name), concerning the Purchase Of a Plow Truck Project (the "Agreement").

I, \_\_\_\_\_ (Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.
8. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:  
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
9. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
10. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

## **SCHEDULE E – COMMUNICATIONS PROTOCOL**

### **GENERAL**

1. Canada and the Recipient agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and proactive communications with citizens through appropriate, continuous, and consistent public information activities that recognize the contribution of the Parties and, where applicable, any other contributor.
2. The mechanisms for such communications and public information activities and products will be determined by Canada.
3. All public information material in relation to this Agreement will be prepared jointly and in both official languages and will equitably reflect the funding of all contributors to the Project. This requirement is not needed for tendering documents; the Recipient will carry out any tendering processes in accordance with its own policies, guidelines and governing laws.

### **COMMUNICATING WITH THE PUBLIC**

#### ***Public Information Products***

The Parties may jointly develop information kits, brochures, public reports, and website material for the public about the Project.

#### ***News Releases***

A joint news release may be issued when the Agreement is signed and/or at appropriate milestones such as the start of Project work or completion of the Project. A news release may include quotations from a federally, provincially, or municipally elected official or, where applicable, any other contributor. Canada must agree on these quotations.

#### ***Press Conferences, Public Announcements and Other Joint Events***

The Parties will co-operate in organizing press conferences, announcements or official ceremonies. Canada should also agree on the messages and public statements at such events. No public announcement for the Project under this Agreement will be made by the Recipient or, where applicable, any other contributor, unless Canada has been informed of it at least thirty (30) business days in advance.

Either Party may organize a joint press conference. The requestor will give the other Party reasonable notice of at least thirty (30) business days of such a press conference, public announcement or joint event.

### **COMMUNICATION COSTS**

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

**OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA**  
**OPERATIONS STATISTICS**  
**March 2021**

**STAFFING**

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

	2020	2021
WSIB	22.00	0.00
WI/LTD	22.00	23.00
SICK DAYS	5.38	12.69
COMPASSIONATE LEAVE	0.00	3.00
FLOATERS	8.00	11.41
VACATION	27.50	11.75
BANKED TIME USED	12.44	8.63
OFF	0.56	0.00
STATUTORY HOLIDAYS	0.00	0.00
<b>TOTAL</b>	<b>97.88</b>	<b>70.48</b>

**OVERTIME HOURS**

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	March	March	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	2.50	0.00
ENGINEERING	0.00	0.00	0.00	0.00
INTERDEPARTMENTAL	6.75	0.00	10.75	4.00
PRIVATE WORK	0.00	0.00	0.00	21.50
RECYCLE/GARBAGE	0.00	13.00	11.50	14.50
ROADS	84.00	25.50	298.75	152.50
SEWER COLLECTION	16.00	8.00	53.25	20.00
SIDEWALKS	0.00	0.00	57.00	0.00
STORES	0.00	0.00	30.50	37.00
VEHICLE & EQUIPMENT	9.00	0.00	33.00	0.00
WATER TREATMENT PLANT	17.50	4.00	55.00	68.50
WATER DISTRIBUTION	18.00	29.25	55.75	122.25
WATER TOWER	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>151.25</b>	<b>79.75</b>	<b>608.00</b>	<b>440.25</b>



# **TRANSPORTATION REPORT**

**March 2021**

## **ROADS:**

### **Storm Water Management – Urban**

- Removed snow and ice from catchbasins to get water moving
- Steamed frozen catchbasins and storm sewer laterals

### **Storm Water Management - Rural:**

Removed snow and ice from culvert ends to get water moving  
Steam frozen culverts

### **Hard Top Maintenance:**

- Levelled utility cuts – twice weekly
- Pothole patching as required

### **Loose Top Maintenance:**

### **Roadside Maintenance:**

- Cleared up debris from winter snow piles at lane entrances

### **Winter Control:**

- No events (0) that needed plowing
- Removed snow from the 300, 400 and 500 blocks of Third Street West
- Removed snow from the 900 and 1000 blocks of Crowe Avenue
- Removed snow from the 600 and 700 blocks of Third Street West
- Removed snow from the 800 and 900 blocks of Smith Avenue
- Continued removing snow from intersections and lane piles
- Removed snow from 800 and 900 blocks of Third Street East
- Removed snow from cul-de-sacs
- Pushed up piles at the snow dump daily
- Removed snow piles from the Library and Sports Centre parking lots
- Night shift for winter control ended on March 8<sup>th</sup>.

**Traffic Operations:**

- Repaired and replaced signs as required
- Provided traffic control to change a light at the Underpass on March 24th

**Regular Maintenance:**

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

**Buildings and Grounds:**

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Plowed snow in all yards as required.

**Private Work:****Sidewalks – Winter:**

- Cleaned snow and ice from Civic Centre sidewalks and applied ice melt as required.
- Cleaned snow from underpass sidewalk and downtown corners and applied ice melt or sand/salt as required.
- Plowed all sidewalks as required
- Sanded all sidewalks as required

**Sidewalks – Summer:**

- Swept water front sidewalks and bike path once weekly

**Vehicles and Equipment:**

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required
- Washed winter sand and salt from all vehicles and equipment.

**Public Relations:**

- Removed barricades and cleaned up at incident in the Market Square on March 22<sup>nd</sup>

### **Sewer and Water:**

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Removed snow from around fire hydrants.

### **Interdepartmental:**

- Moved some office furniture at the Civic Centre on March 1<sup>st</sup>
- Unloaded new docks at the Shevlin Yard on March 4<sup>th</sup>
- Removed Zamboni snow from the Memorial Sports Centre twice
- Cut trees and brush off of lots in Erin Crescent
- Cut some trees in Riverview Cemetery to make room for new Columbariums on March 12<sup>th</sup> and 15<sup>th</sup>
- Ken McCormick provided coverage for vacation at the Airport from March 12<sup>th</sup> to 18<sup>th</sup>.
- Provided skid steer and operator for ice out at the 52 Canadians rink on March 18<sup>th</sup>
- Removed old electronics from the Civic Centre on March 26<sup>th</sup>.

### **Recycling:**

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

### **Training:**

- Training was provided to Rich Walton and Brian Henttonen on the new High Pressure Vacuum Truck on March 8<sup>th</sup>

### **Health & Safety:**

- Covid cleaning – assigned a worker daily to clean all regularly touched areas in the Public Works building twice daily.
- A workplace Health and Safety Inspection was done on March 24<sup>th</sup>.

Milt Strachan,  
Superintendent of Transportation