

# TOWN OF FORT FRANCES

## AGENDA - May 25, 2021

### MEETING - Virtually

Page

**1. COUNCIL MEETING**

(Session No. 067) to immediately follow the Committee of the Whole

- 1.1 Call to Order
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof.

**2. Consent Agenda:**

- 2.1 Items Referred from Committee of the Whole
- 2.2 Letter dated May 5, 2021 from C. Bonner-Vickers, Fort Frances Sportsmen's Club re: request for Fill 3
  - will be referred to the Operations & Facilities Executive Committee for recommendation.
- 2.3 Letter dated May 5, 2021 from K J Bliss, Rainy River Veterinary Services Committee re: Vet Assistance Trust Fund 4
  - will be referred to the Administration & Finance Executive Committee for recommendation.
- 2.4 Letter dated May 13, 2021 from M. Laatu, Carrel & Partners Law Firm re: Water Supply Request 5 - 7
  - will be referred to the Operations & Facilities Executive Committee for recommendation.
- 2.5 Letter dated May 18, 2021 from K. Zucchiatti re: Resignation from Fort Frances Public Library Board and Technology Centre 8
  - will be received with thanks for service.

**3. Approval of Council Minutes: \***

- 3.1 Session No. 065 dated May 10, 2021

**4. Approval of Committee of the Whole Minutes: \***

- 4.1 Session No. 067 dated May 10, 2021

	Page
<b>5.     <u>Resolutions from tonight's Committee of the Whole meeting</u></b>	
<b>6.     <u>By-Laws:</u></b>	
6.1     By-law 24/21 being a by-law to authorize execution of a site plan control agreement as a condition of development with Rainy River District Social Services Administration Board (737 Scott Street).	9 - 55
6.2     By-law 25/21 being a by-law to rename roads within the Town of Fort Frances (Colonization Road East and Colonization Road West).	56 - 58
6.3     By-law 26/21 being a by-law to authorize the levying and collection of a special charge of taxes upon the Business Improvement Area.	59 - 62
6.4     By-law 27/21 being a by-law to authorize the execution of an agreement for airport capital funding under the ACAP with Her Majesty the Queen in right of Canada as represented by the Minister of Transport.	63 - 80
<b>7.     <u>New Items:</u></b>	
7.1     AMO 2021 Training: Human Rights and Equity - The Role and Obligations of Municipal Leaders - Council will consider authorizing attendance by way of resolution.	81 - 83
<b>8.     <u>Information Correspondence:</u></b>	
8.1     City of Thunder Bay re: Resolution on Ontario's Public Health Modernization Plan	84
8.2     Township of McKellar re: Resolution on Tax Breaks on CERB payments	85 - 88
<b>9.     <u>Minutes of Local Boards / Committees:</u></b>	
9.1     Planning & Development Executive Committee dated May 3, 2021	89 - 90
9.2     Administration & Finance Executive Committee dated May 4, 2021	91 - 92
9.3     Operations & Facilities Executive Committee dated May 5, 2021	93 - 94
9.4     Committee of Adjustment dated March 17, 2021	95 - 96
9.5     Downtown BIA Board of Management dated April 14, 2021	97 - 99
<b>10.    <u>In-Camera - None.</u></b>	
<b>11.    <u>ADJOURNMENT</u></b>	
<b>12.    <u>* Previously distributed to Council</u></b>	
<b>13.    <u>** Items can be viewed by contacting the Clerk</u></b>	



Mayor and Council

05/05/2021

Town of Fort Frances

Your Worship,

My name is Chris Bonner-Vickers, I am the Vice President of the Fort Frances Sportsmen's Club. Our membership is made up of men, women and children from our district who have an active interest in conservation and outdoor sports.

In recognition of the increased popularity of competition shooting, our local club has decided that we would like to enhance our pistol range to allow us to host competitive handgun shooting events. Several other communities in Northwestern Ontario hold matches, bringing in qualified shooters from other communities across the north and beyond. Not only would the required fill qualify our club to hold these competitive matches, but the economic spinoffs would benefit the town. Those attending would be staying, shopping and dining at our local businesses.

Our current hurdle is the requirement of fill to enlarge our safety berms. As the town has a few capital projects underway, we are requesting that the aggregate/fill being removed and taken to the town dump be diverted to the Fort Frances Sportsmen's Club property at the corner of McIrvine Road and Frog Creek Road so that it can be used as safety berm material. We appreciate that the town has a "fill policy" but we do have a budget for our project.

I am available to answer any questions and look forward to hearing from you regarding this project.

Thank you for consideration in this request.

Respectfully,

C. Bonner-Vickers

VP FFSC

(807)274-0472

Rainy River Veterinary Services Committee  
c/o Kim Jo Bliss  
R.R. # 2  
Emo, ON P0W 1E0  
807-275-9706 (cell)  
[kimjobliss@gmail.com](mailto:kimjobliss@gmail.com)

May 5<sup>th</sup>, 2021

Clerk-Treasurer  
Town of Fort Frances  
P.O. Box 38 320 Portage Avenue  
Fort Frances, ON P9A 3P9  
[town@fortfrances.com](mailto:town@fortfrances.com)

Dear Town of Fort Frances;

Hello! I hope this finds you all well.

This is your bill for the Vet Assistance Trust Fund. The fees are the same as they have been in the past.  
**Your portion of the fee is a flat fee of \$650.00.**

For your information, The Town of Rainy River, Atikokan and Fort Frances are charged a flat fee. Other Municipalities are charged .35cents per capita and farmers in the unincorporated townships are charged \$5.00 per farm. If these fees are not paid, the Veterinary Clinics are notified and can charge the producers the unsubsidized fees.

Thank you for your continued support towards this fund. We are now fortunate that both Nor-West Animal Clinic and Kingsford Veterinary Service have a full contract.

If you have any question, please don't hesitate to reach out to me or our Chair of the Committee Tom Morrish.

Stay safe friends.

*Kim Jo*

Kim Jo Bliss  
Treasurer – Rainy River Veterinary Services Committee  
\*Cheques can be made payable to the Rainy River Vet. Services Committee





May 13, 2021

44697-007 (MWL)

**VIA EMAIL to Lisa Slomke (Municipal Clerk):** [lslomke@fortfrances.ca](mailto:lslomke@fortfrances.ca)

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

Attention: Town Council, June Caul (Mayor), & Lisa Slomke (Municipal Clerk)

Dear Sirs and Mesdames,

**Re: Application for Water Supply or Service from The Town of Fort Frances (the "Town") to 11 Highway 11/17, Alberton**

---

We are the lawyers for 501801 Ontario Limited ("**Our Client**"). Our Client is the legal or beneficial owner of certain properties located in Alberton, Ontario and fronting on Oakwood Road and/or Highway 11/17, identified as PIN 56021-0439 ("**Property #1**"), PIN 56021-0734 ("**Property #2**"), PIN 56021-0030 ("**Property #3**"), and PIN 56021-0463 ("**Property #4**") (collectively, the "**Alberton Properties**"). Our Client is also the owner of 1735 Kings Highway in Fort Frances, identified as PIN 56020-0086 (the "**Fort Frances Property**"). A copy of the block map outlining the Alberton Properties and Fort Frances Property is attached to this letter.

The Alberton Properties are currently serviced by means of a private well, but Our Client is interested in the prospect of tapping into the Town's municipal water supply, as such a provision would help provide reliable, safe, and sufficient water supply for the years to come.

Accordingly, on behalf of Our Client, we wish to inquire as to the process for requesting an extension of municipal water services from the Fort Frances Property to the Alberton Properties through a water main extending from the Fort Frances Property to Property #1, for the benefit of all the Alberton Properties (the "**Proposed Extension**"). Our Client is willing to pay for the capital costs for installation of the necessary infrastructure and to be charged the same fees as non-resident accounts outside the Town limits.

00632029-2 - 44697007

We believe that the Proposed Extension is in the Town's best interests, as it provides additional revenue to the Town, without incurring the capital cost of installation. Furthermore, the Proposed Extension would be in line with existing agreements the Town has to provide services to properties outside of the Town's limits (e.g., to Couching First Nation Reserve, Rusty Myers Flying Service Ltd, Fort Frances Tribal Area Health Unit, and another nearby property on Oakwood Road.

We note that Our Client is currently in the process of seeking the necessary Official Plan amendment and approvals from the Corporation of the Township of Alberton.

Please contact the undersigned to advise whether the town is interested in the Proposed Extension. You may reach the undersigned directly at 807-346-3001, or by email at [laatum@carrel.com](mailto:laatum@carrel.com).

Yours truly,

**CARREL+Partners LLP**



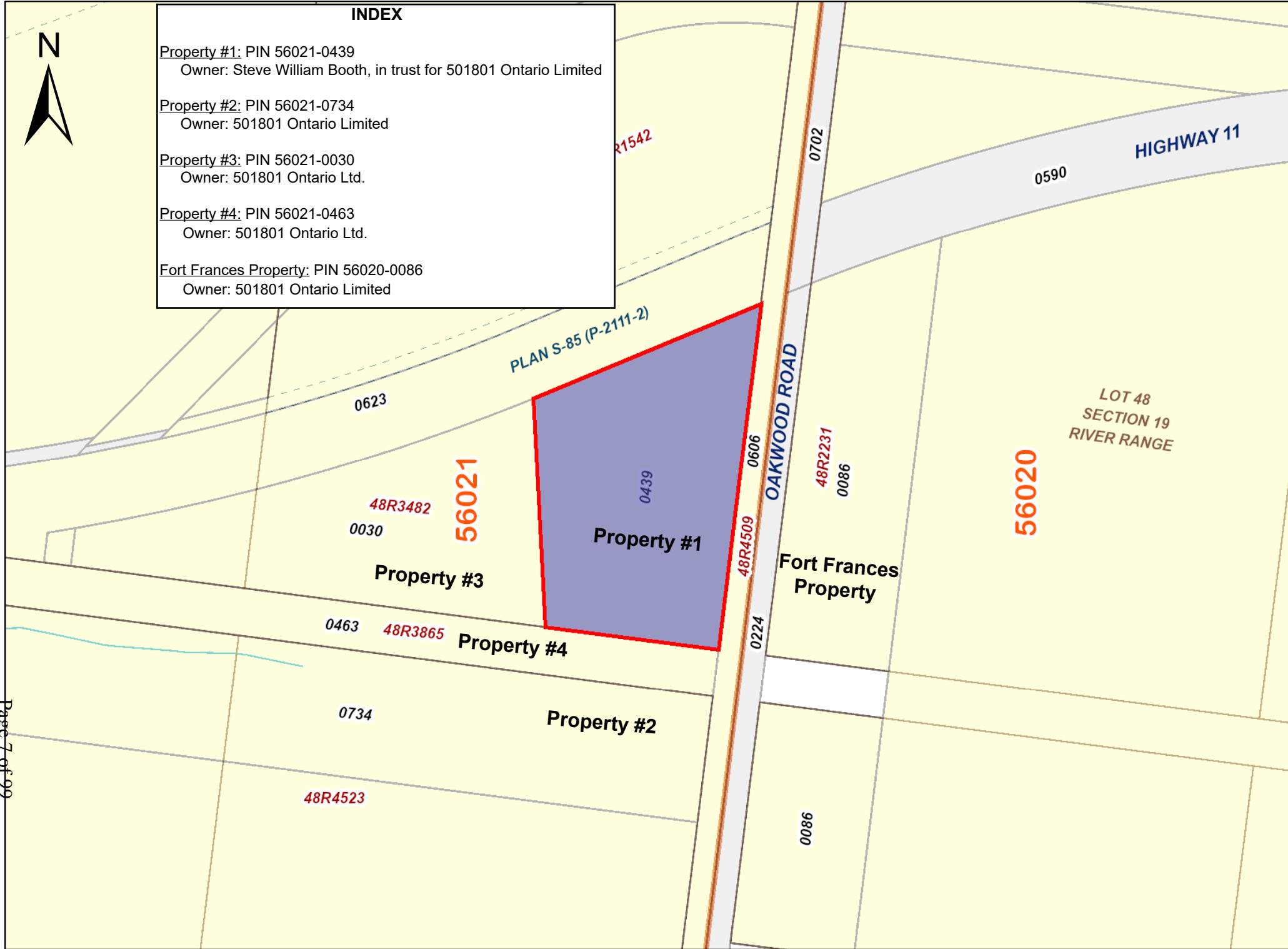
**Marc W. Laatu**

[laatum@carrel.com](mailto:laatum@carrel.com)

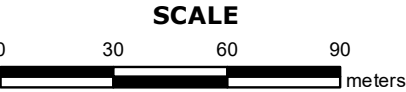
MWL/jk

Encls: Map of Properties

cc. Client



INDEX	
Property #1:	PIN 56021-0439
Owner: Steve William Booth, in trust for 501801 Ontario Limited	
Property #2:	PIN 56021-0734
Owner: 501801 Ontario Limited	
Property #3:	PIN 56021-0030
Owner: 501801 Ontario Ltd.	
Property #4:	PIN 56021-0463
Owner: 501801 Ontario Ltd.	
Fort Frances Property:	PIN 56020-0086
Owner: 501801 Ontario Limited	



PROPERTY INDEX MAP  
RAINY RIVER(No. 48)

LEGEND	
FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE  
PROPERTY INFORMATION AS THIS MAP MAY  
NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND  
DOCUMENTS RECORDED IN THE LAND  
REGISTRATION SYSTEM AND HAS BEEN PREPARED  
FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE  
RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT  
REFERENCE PLANS ARE NOT ILLUSTRATED



On May 18, 2021, at 4:09 PM, Kerry Zucchiatti <[kerryzucchiatti@hotmail.com](mailto:kerryzucchiatti@hotmail.com)> wrote:

Dear Mdme. Chair,

After serving several years on the FFPLTC Board of Directors, I believe the time has come for me to vacate my seat and make room for another.

I would like to express my heartfelt thanks to the board members I have served with the longest - Robin, Andrew, Robert and Sherry. Over the years I believe we proved to be an excellent team and I have never lost confidence in our group's ability to work as One in running this most valued hub of our community. Thanks also to Mike for coming on board and furthering my confidence the future board will be in good hands.

I have truly enjoyed being in your company and have a sense of pride that I have been part of such a proactive group of talented people for whom I genuinely care.

With all that said, please accept this letter of resignation effective immediately. I wish you all health, happiness and wisdom in the days ahead.

Most Sincerely,

Kerry Zucchiatti

**TOWN OF FORT FRANCES  
BY-LAW NO. XX/XX**

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with Rainy River District Social Services Administration Board - *The Planning Act*, Section 41)

**WHEREAS** Section 41 of the Planning Act, R.S.O. 1990, delegates authority to local municipal councils for matters within their jurisdiction for Site Plan Control Approval and to enter into agreements thereunder;

**AND WHEREAS** the Official Plan in effect for the Town of Fort Frances designates the entire Town as a site plan control area;

**AND WHEREAS** Council of the Town of Fort Frances at its meeting held December 4, 2019 approved the report from C. Vangel, CBO/Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 737 Scott Street as a Site Plan Control Area and further that a Site Plan Agreement be approved;

**AND WHEREAS** Mayor and Clerk of the Town of Fort Frances are authorized to execute the Site Plan Control Agreement.

**NOW THEREFORE** Council for the Corporation of the Town of Fort Frances

**HEREBY ENACTS** as follows:

1. That lands municipally known as 737 Scott Street, Fort Frances PCL 403-4 SEC ALBTP; PT LT 403 TOWN PLOT ALBERTON; PT LT 404 TOWN PLOT ALBERTON AS IN SLT46367; FORT FRANCES and PCL 403-3 SEC ALBTP; E 80 FT LT 403 TOWN PLOT ALBERTON MCIRVINE; E 80 FT LT 404 TOWN PLOT ALBERTON MCIRVINE EXCEPT SLT46367; FORT FRANCES is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between Rainy River District Social Services Administration Board and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 25th day of May 2021.

---

J.Caul, MAYOR

---

E.Slomke, CLERK

**SITE PLAN AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2021.

**B E T W E E N:**

Rainy River District Social  
Services Administration Board  
(the "Owner")

- and -

The Corporation of the Town of Fort Frances  
(the "Municipality")

**WHEREAS:**

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the "Lands") legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a commercial parking lot and storage garage (herein sometimes referred to as the "Development" or "Proposed Development");
- C. By an application dated July 13, 2020, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as "Planning Act" is defined in paragraph 3 of this Agreement) (the "Planning Act") permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the "Parties", individually a "Party") hereto agree one with the other as follows:

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 737 Scott Street more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
  - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
  - (b) **Schedule 2** being a Solicitor's Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
  - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
  - (d) **Schedule 4** being a list of the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;
  - (e) **Schedule 5** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
  - (f) **Schedule 6** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

-2-

## Definitions

## 3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (d) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (e) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (f) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and otherwise of the Owner to construct or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, construction, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable or required to be obtained from any and all authorities having jurisdiction.
- (g) "Security" means any and all letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (h) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (and whether internal or external to the Lands) referred to or required by or under this Agreement.

## Terms and Conditions - General

## 4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of a commercial parking lot and storage garage. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;



-3-

- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (f) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the Planning Act or any other similar legislation;
- (g) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (j) covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until:
  - (i) all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and all other applicable law and requirements of all authorities having jurisdiction; and
  - (ii) an occupancy permit has been issued.

To ensure compliance with this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality if, in the opinion of the Chief Building Official of the Municipality, a building or part thereof is occupied contrary to the said provision.

In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality;

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

-4-

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
  - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
  - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
  - (c) To provide fire access route signs, to locate such number of fire hydrants and size of watermains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
  - (d) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
  - (e) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
  - (f) All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
  - (g) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
  - (h) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
  - (i) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
  - (j) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
  - (k) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.
  - (l) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.
  - (m) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
  - (n) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
  - (o) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that all lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment or

-5-

successor branch or agency (herein, "MOE").

- (p) to file with and provide to the Municipality, forthwith upon:
- (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings; and
  - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands.
- (q) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
- (r) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
- (s) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
- (t) To comply with all provisions of the Municipality's noise by-law.
- (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.
7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.
- In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:
- (a) require the Owner to comply with the terms of this Agreement; and
  - (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)
- all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.
8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building

-6-

or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

#### Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
  - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
  - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
    - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
    - (B) concrete driveway approaches as shown on the Plans and Drawings; and
    - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and
- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

The Owner acknowledges that any action or non-action taken by the Municipality or by anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the

-7-

Guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

11. The Owner covenants and agrees that there will be no blasting conducted in or on the Lands by the Owner.

#### Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:
  - (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
  - (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
  - (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.
13.
  - (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
  - (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.
  - (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
    - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
    - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
  - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
  - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building

-8-

Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.

- (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
  - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

## Administration

15. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

Dan McCormick, CAO  
Rainy River District Social Services Administration Board  
450 Scott Street  
Fort Frances, Ontario  
P9A 1H2

or such other address of which the Owner has notified the Municipality in writing.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

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

Attention: Clerk

Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).

-10-

- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
  - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
  - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
  - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
  - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
  - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
  23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
  24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
  25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
  26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
  27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
  28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
  29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
  30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
  31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
  32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.



IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

\_\_\_\_\_

per \_\_\_\_\_  
Name:  
Title:

per \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation

**The Corporation of the Town of Fort Frances**

per \_\_\_\_\_  
Name: J. Caul,  
Title: Mayor

per \_\_\_\_\_  
Name: E. Slomke,  
Title: Town Clerk

We have authority to bind the Municipality

DRAFT

**Schedule 1**

Legal Description of Lands

PCL 403-4 SEC ALBTP; PT LT 403 TOWN PLOT ALBERTON; PT LT 404 TOWN PLOT  
ALBERTON AS IN SLT46367; FORT FRANCES

PCL 403-3 SEC ALBTP; E 80 FT LT 403 TOWN PLOT ALBERTON MCIRVINE; E 80 FT LT  
404 TOWN PLOT ALBERTON MCIRVINE EXCEPT SLT46367; FORT FRANCES

DRAFT

Schedule 2

Solicitor’s Certificate of Ownership

TO: The Corporation of the Town of Fort Frances (the “Municipality”)

I, \_\_\_\_\_, a Solicitor of Ontario, do hereby certify that \_\_\_\_\_ is the sole registered and beneficial owners in fee simple of the lands and premises legally described as \_\_\_\_\_

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: None.

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all charges and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Solicitor for the Owner

DRAFT

-14-

**Schedule 3**

## Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
  - (a) Application for site plan;
  - (b) Preparation of this agreement;
  - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
  - (d) All legal / lawyer fees and disbursements;
  - (e) Engineer / engineering fees and disbursements;
  - (f) Planning / planner fees and disbursements;
  - (g) Municipal staff time;
  - (h) All Land title fees and charges;
  - (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
  - (j) HST and any other taxes applicable on or to any of the above.

Schedule 4

List of Plans and Drawings  
(Appendix 'A')

Site Plan
North and East Elevations
South and West Elevations
General Notes
Foundation Plan
Floor Plan
Building Section A, Foundation Detail
Door Schedule
Heating Plan & Gas Piping For New Warehouse/Storage Garage
Electrical Specification
Electrical Legend and Mast Detail
Electrical Single Line Diagram & Panel Schedule
Electrical Site Plan
Electrical Ground Floor Power & Systems Plan
Electrical Ground Floor Reflective Ceiling Plan
Stormwater Management Plan

\*\*Changes or additional plans and drawings must be submitted to the Municipality for approval. Once approval is granted by the Municipality, the listing of Schedule 4 will be amended.

16-

**Schedule 5**

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of \$210,000.00 = \$10,500.00
--	----------------------------------

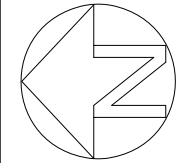
\*\* If project value changes, then Letter of Credit value will be amended accordingly.

DRAFT

-17-

**Schedule 6****Reduction or Release of Security**Application for Reduction of Securities

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
  - (a) letter of application for reduction/release;
  - (b) the consultant's certificate confirming that services completed;
  - (c) satisfactory evidence of no construction liens filed;
  - (d) workplace safety certificate;
  - (e) statutory declaration as to accounts;
  - (f) surveyor's certificate and real property report(s); and
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.



131 SCOTT STREET

83.0' (25.30m)

BUTLER AVENUE

132.0' (40.24m)

PROPERTY LINE

SETBACK

11.50' (3.50m)

21.42' (6.53m)

77.31' (23.57m)

28.46 (8.68m)

26.24' (8.0m)

24.60' (7.50m)

24.60' (7.50m)

STORAGE GARAGE

REMOVE EXISTING TREE AND ROOTS

48.46' (14.77m)

SETBACK

13.12' (4.0m)

83.0' (25.30m)

PROPERTY LINE

SETBACK

PROPERTY LINE

132.0' (40.24m)

SITE PLAN  
SCALE: 1" = 10'-0"

SHEET TITLE: SITE PLAN		PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB 131 SCOTT ST., FORT FRANCES, ON		SCE		BCIN: 43291		SAULTEAUX CONSULTING & ENGINEERING			
DRAWN BY: M.S.		DATE: 19/07/03						SITE 206-207 RR#2 FORT FRANCES, ONTARIO P9A 3M3 1-807-274-7114			
CHECKED BY: T.K.B. D.Z.		PROJECT NO. 18-0550						MARK		ISSUED FOR TENDER/CONSTRUCTION 19/07/03 DZ	
SHEET NO. SP1		REV. NO. =									
								REVISION RECORD			



- 1.1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 ONTARIO BUILDING CODE (AS AMENDED).
- 1.2. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE THESE DRAWINGS.
- 1.3. DRAWINGS OF A LARGER SCALE SHALL TAKE PRECEDENCE OVER DRAWINGS OF A SMALLER SCALE.
- 1.4. THESE DRAWINGS ARE THE PROPERTY OF SAULTEAUX CONSULTING & ENGINEERING (SCE). UNAUTHORIZED REPRODUCTIONS OF THESE DRAWINGS IS PROHIBITED WITHOUT THE CONSENT OF SCE.

- 2.1. EXCAVATION SHALL BE DOWN TO UNDISTURBED SOIL. REMOVE TOPSOIL AND ORGANIC MATERIAL.
- 2.2. WHERE ORGANIC MATERIAL IS ENCOUNTERED BELOW THE EXCAVATION LEVEL, EXCAVATE TO THE DEPTH OF THE MATERIAL AND REMOVE. REPLACE WITH GRANULAR "A" MATERIAL AND COMPACT TO 98% PROCTOR IN 6" LIFTS.
- 2.3. BEARING CAPACITY OF SOIL IS ASSUMED TO BE 75 KPa (1500 PSF) UNLESS OTHERWISE NOTED. FOOTINGS SHALL BEAR ON SIMILAR TYPE OF SOIL THROUGHOUT.

- 3.1. ALL STRUCTURAL FRAMING MEMBERS SHALL BE #1 OR #2 GRADE SPRUCE/PINE/FIR.
- 3.2. ALL WOOD IN CONTACT WITH CONCRETE SHALL EITHER BE PRESSURE TREATED OR PROTECTED BY 6 MIL CGSB VAPOUR BARRIER.
- 3.3. ALL WOOD IN CONTACT WITH THE GROUND SHALL BE PRESSURE TREATED.
- 3.4. ROOF TRUSSES SHALL BE DESIGNED AND APPROVED BY A PROFESSIONAL ENGINEER LICENSED IN ONTARIO, AND ACCOMPANIED BY STAMPED DRAWINGS. BRACING SHALL BE INSTALLED AS PER TRUSS SHOP DRAWINGS. SUBMIT SHOP DRAWINGS TO SCE FOR REVIEW PRIOR TO FABRICATION.
- 3.5. ANCHOR BOLTS SHALL BE MIN. 1/2" DIA. x 7" LONG SIMPSON WEDGE-ALL ANCHORS OR EQUIVALENT, SPACED AT 48" O/C.
- 3.6. ALL WINDOW AND DOOR LINTELS TO BE MIN. 2 PLY 2x10, C/W SINGLE 2x6 CRIPPLE STUD ON EITHER SIDE OF OPENING, UNLESS OTHERWISE NOTED. WHERE 3 PLY HEADERS OR ENGINEERED LINTELS ARE NOTED, THEY SHALL BEAR ON DOUBLE CRIPPLE STUDS ON EITHER SIDE OF THE OPENING.
- 3.7. USE SIMPSON STRONG TIE TRUSS CLIPS (OR EQUIVALENT) WHERE REQUIRED. INSTALL AS PER MANUFACTURERS REQUIREMENTS.

- 4.1. ALL REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 400 MPa. LAP ALL REINFORCING STEEL A MINIMUM 45 BAR DIAMETERS.
- 4.2. PROVIDE A MINIMUM OF 3" CONCRETE COVER OVER REINFORCING STEEL WHERE CONCRETE IS IN CONTACT WITH SOIL AND A MINIMUM 2" COVER ELSEWHERE.

- 5.1. ALL CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH OF 32 MPa.
- 5.2. WHEN THE AIR TEMPERATURE IS BELOW 5°C, CONCRETE SHALL BE KEPT AT A TEMPERATURE OF NOT LESS THAN 10°C OR MORE THAN 25°C WHILE BEING MIXED AND PLACED.
- 5.3. FOR THE FIRST 12 HOURS AFTER PLACING, CONCRETE SHALL BE MAINTAINED AT A TEMPERATURE OF NOT LESS THAN 10°C.
- 5.4. WHEN MIXING CONCRETE, NO FROZEN MATERIAL OR ICE SHALL BE USED.

- 6.1. INSTALL EXTERIOR WALL AND ROOF CLADDING AS PER MANUFACTURERS REQUIREMENTS.
- 6.2. WALL CLADDING TO BE WESTMAN STEEL 26 GAUGE TOUGH RIB PRE-FINISHED METAL (COLOUR TO BE SELECTED)
- 6.3. ROOF CLADDING TO BE WESTMAN 29 GAUGE TOUGH RIB METAL (GALVALUME).
- 6.4. EAVESTROUGH TO BE 5" CONTINUOUS ALUMINUM C/W DOWNSPOUTS AS SHOWN. (COLUR TO MATCH FASCIA)
- 6.5. EVERY VAPOUR BARRIER JOINT SHALL LAP NO LESS THAN 4" AND SHALL BE SEALED OR SUPPORTED BY FRAMING.
- 6.6. DRIP FLASHING SHALL BE APPLIED OVER EXTERIOR WALL OPENINGS WHERE THE VERTICAL DISTANCE FROM THE BOTTOM OF THE EAVE TO THE TOP OF THE TRIM IS MORE THAN 1/4 OF THE HORIZONTAL OVERHANG OF THE EAVE.
- 6.7. FLASHING SHALL BE INSTALLED SO THAT IT EXTENDS UPWARDS NOT LESS THAN 2" BEHIND THE AIR BARRIER AND FORMS A DRIP ON THE OUTSIDE EDGE, C/W END DAMS.


7.1. AS PER 1.1.11.1(3)(d) OF SB-10, DIVISION 5, THE BUILDING IS NOT INTENDED FOR OCCUPANCY ON A CONTINUING BASIS DURING THE WINTER MONTHS. THEREFORE, IT IS EXEMPT FROM THE REQUIREMENTS OF SB-10 OF THE OBC (AS AMENDED).

7.2. RIGID INSULATION TO BE MIN. TYPE II, EXTRUDED POLYSTYRENE, WITH A MINIMUM COMPRESSIVE STRENGTH OF 15 PSI AND SHALL BE IN ACCORDANCE WITH CAN/ULC-S701 "THERMAL INSULATION, POLYSTYRENE, BOARDS AND PIPE COVERING".

8.1. D1 AND D2 ARE TO BE OVERHEAD DOOR INSULATED SECTIONAL STEEL-BACK DOOR 410 C/W 2-24"x12" DOUBLE GLAZED WINDOWS.

8.2. D5 SHALL BE WAYNE DALTON GARAGE DOORS CLASSIC STEEL DOOR 9100 C/W 2-24"x12" DOUBLE GLAZED WINDOWS.

SHEET TITLE: GENERAL NOTES		PROJECT TITLE: STORAGE GARAGE FOR PRDSSAB 137 SCOTT ST., FORT FRANCES, ON	
DRAWN BY: M.S.	DATE: 13/07/2016	CHECKED BY: TKB/ D.Z.	PROJECT NO: 18-0516
SHEET NO. 1		REV. NO. 1	



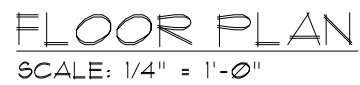
BCIN: 43291


SAUL TEAUX CONSULTING &  
ENGINEERING

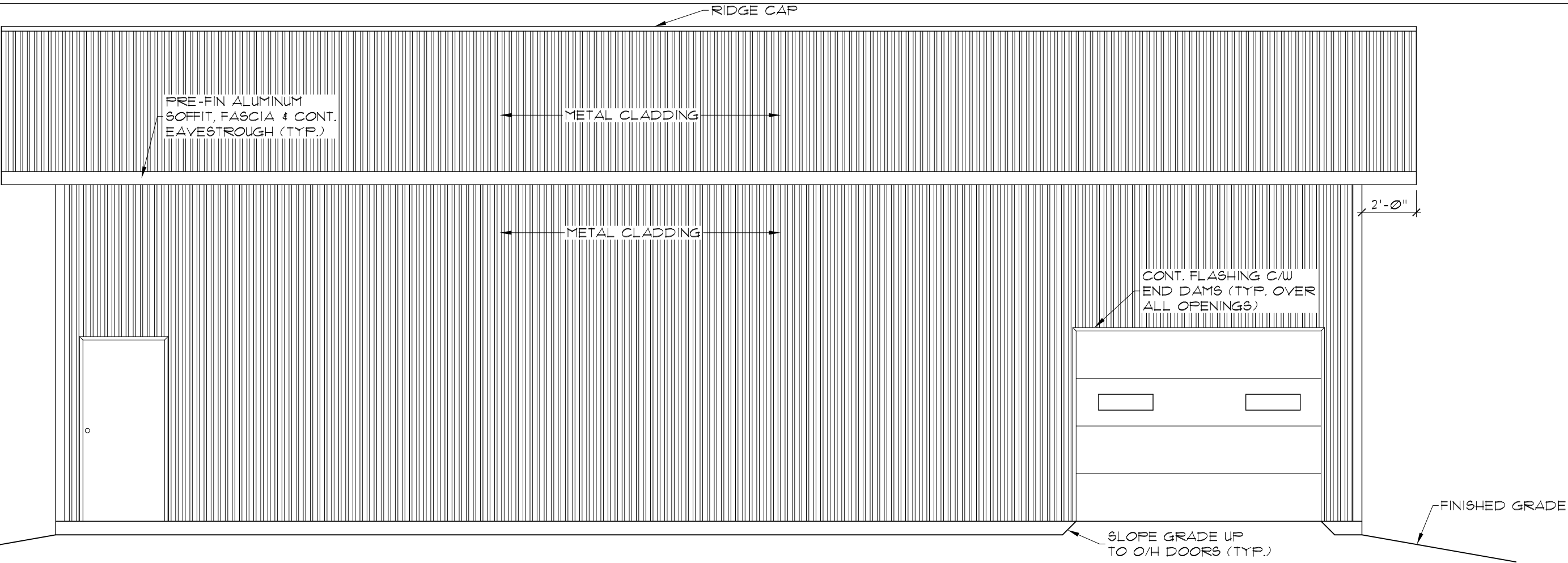
SITE 206-207 RR#2  
FORT FRANCES, ONTARIO  
P9A 3M3  
1-807-274-1114

REVISION RECORD	
MARK	DESCRIPTION
	ISSUED FOR TENDER/CONSTRUCTION 19/01/03 DZ
	TRIM'D BY

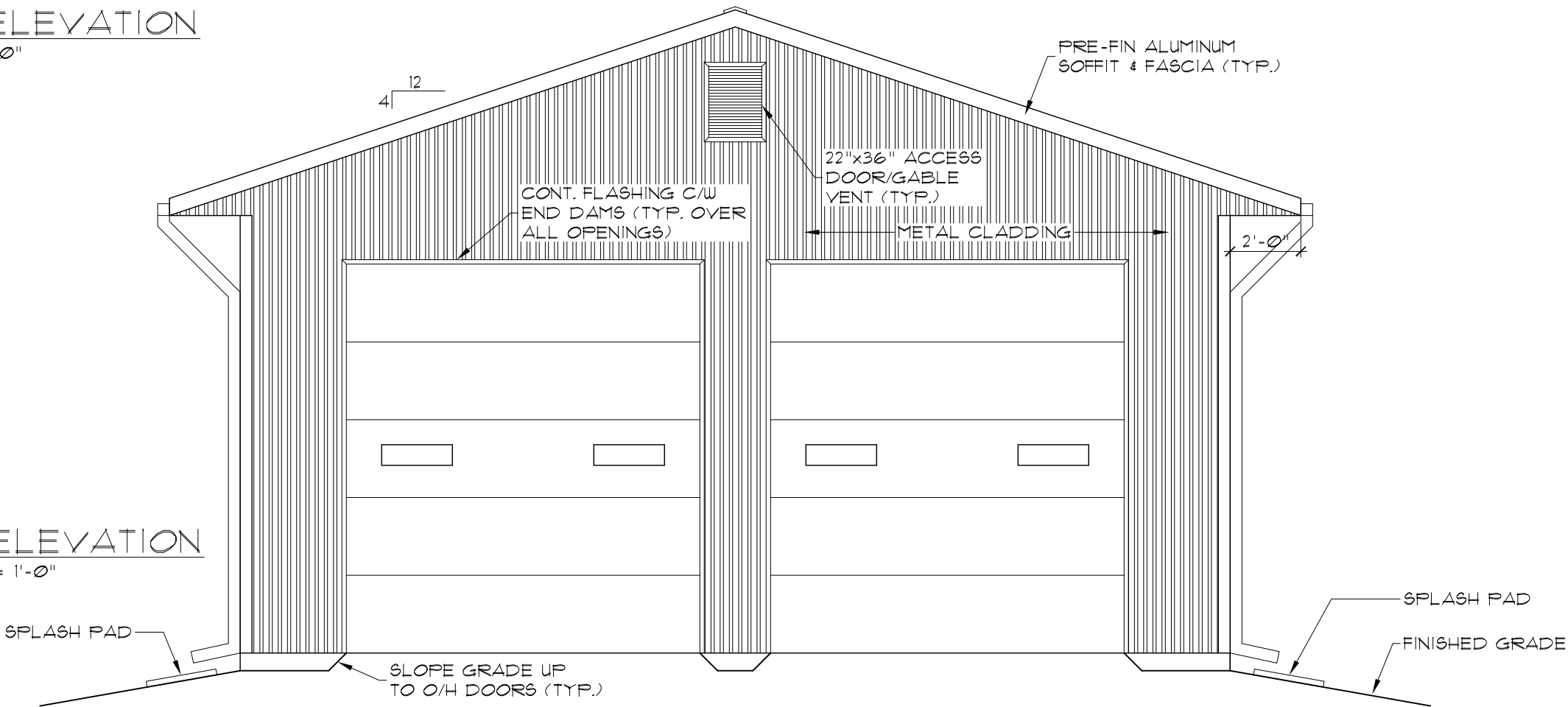




3 =	SHEET NO.	REV. NO.	PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB 137 SCOTT ST., FORT FRANCES, ON	BCIN: 43291	 SCE	SAUL TEAUX CONSULTING & ENGINEERING  SITE 206-207 RR#2 FORT FRANCES, ONTARIO P9A 3M3 1-807-274-7114	MARK DESCRIPTION ISSUED FOR TENDER/CONSTRUCTION	BY	DATE
	13-05-00	19/07/03						19/07/03	11
	TKB. D.Z.	18-05-00						19/07/03	11
	M.S.	19/07/03						19/07/03	11

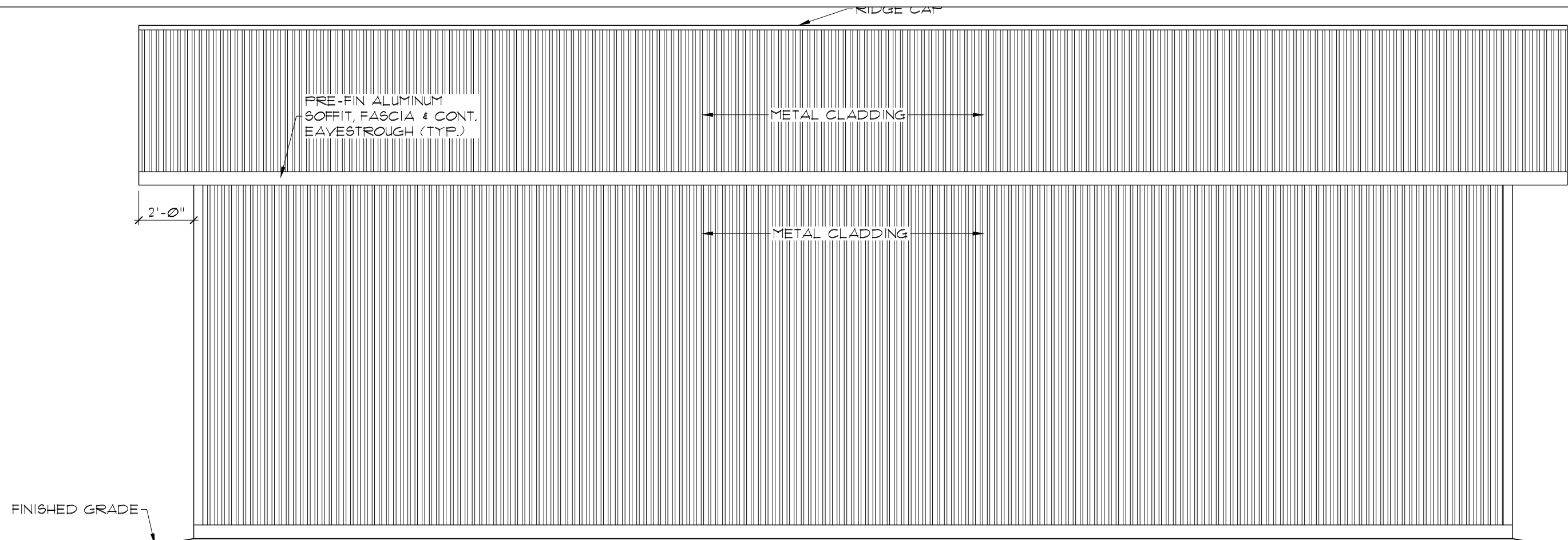


NORTH ELEVATION  
SCALE: 1/4" = 1'-0"

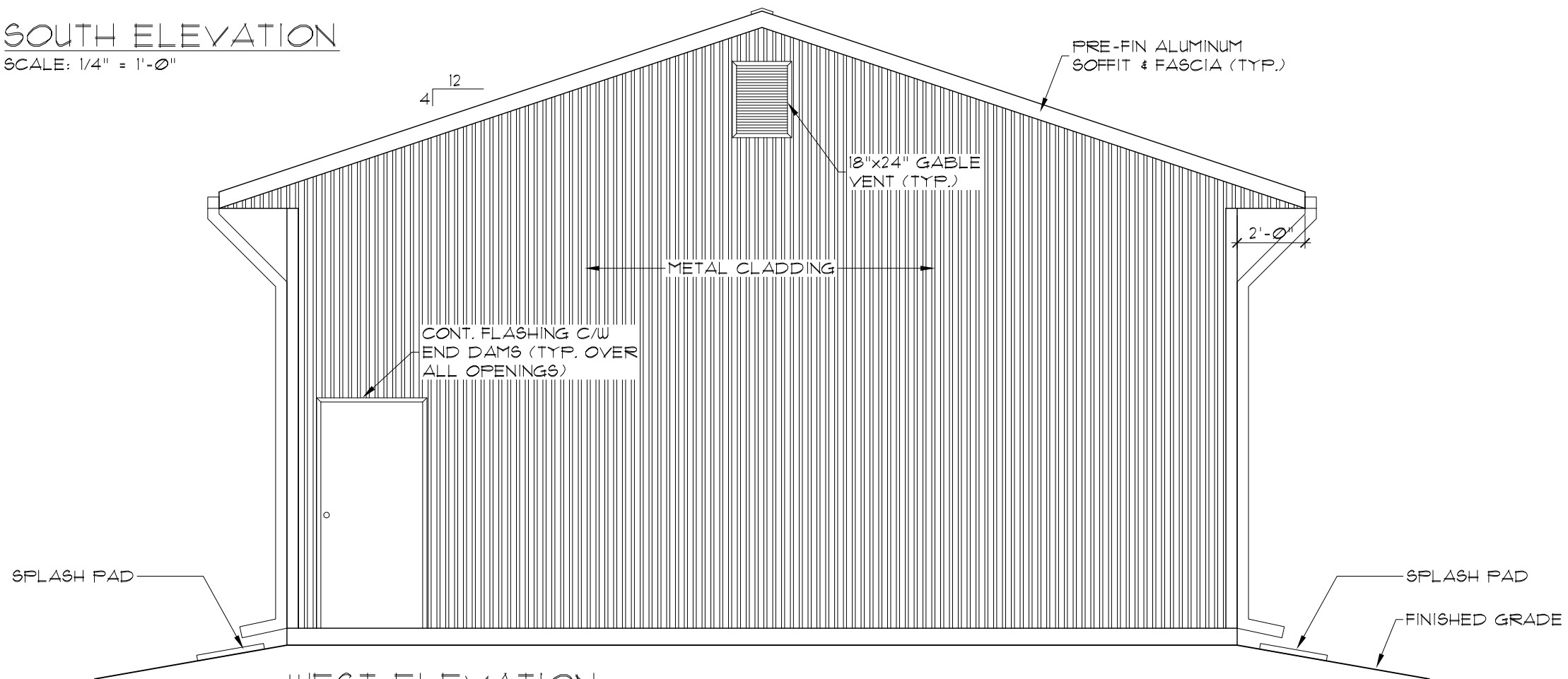


EAST ELEVATION  
SCALE: 1/4" = 1'-0"


SHEET TITLE: NORTH AND EAST ELEVATIONS		PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB 131 SCOTT ST., FORT FRANCES, ON		SCE		SAUL TEAUX CONSULTING & ENGINEERING		SITE 206-207 RR#2 FORT FRANCES, ONTARIO P9A 3M3 1-807-274-7114		ISSUED FOR TENDER/CONSTRUCTION		19 10/03		DZ	
DRAWN BY: M.S.		DATE: 19/07/03		MARK		DESCRIPTION		TRIM D		BY		1		1	
CHECKED BY: D.Z.		PROJECT NO: 18-050		REVISION RECORD											
SHEET NO: 4		REV. NO: =													



SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



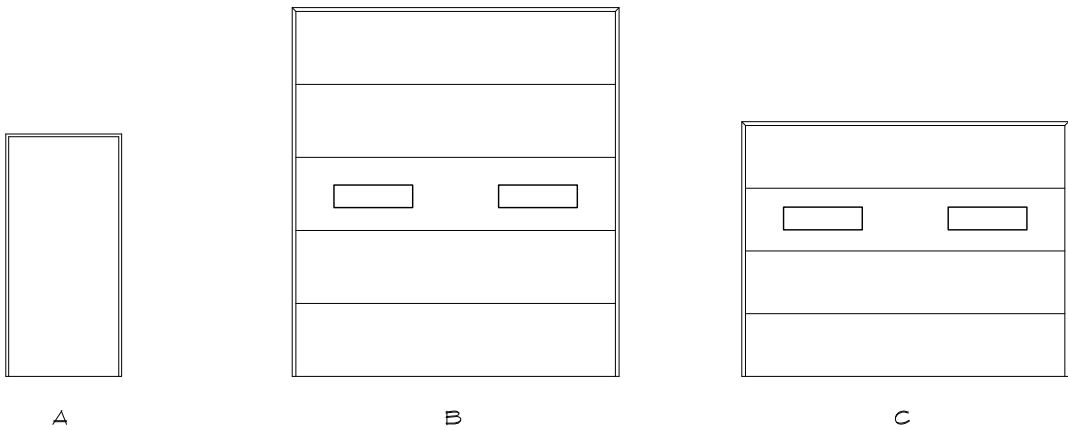
WEST ELEVATION  
SCALE: 1/4" = 1'-0"

UT	SHEET NO.	18-050	REV. NO.	
	CHECKED BY: T.K.B. D.Z.	PROJECT NO.	DATE:	
	DRAWN BY: M.S.	PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB 131 SCOTT ST., FORT FRANCES, ON.		
BCIN: 43291				
				
SAUL TEAUX CONSULTING & ENGINEERING				
SITE 206-207 RR#2 FORT FRANCES, ONTARIO P9A 3M3 1-801-274-1114				
			ISSUED FOR TENDER/CONSTRUCTION	19/07/03
			MARK	BY
			DESCRIPTION	TRIM ID
			REVISION RECORD	

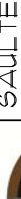


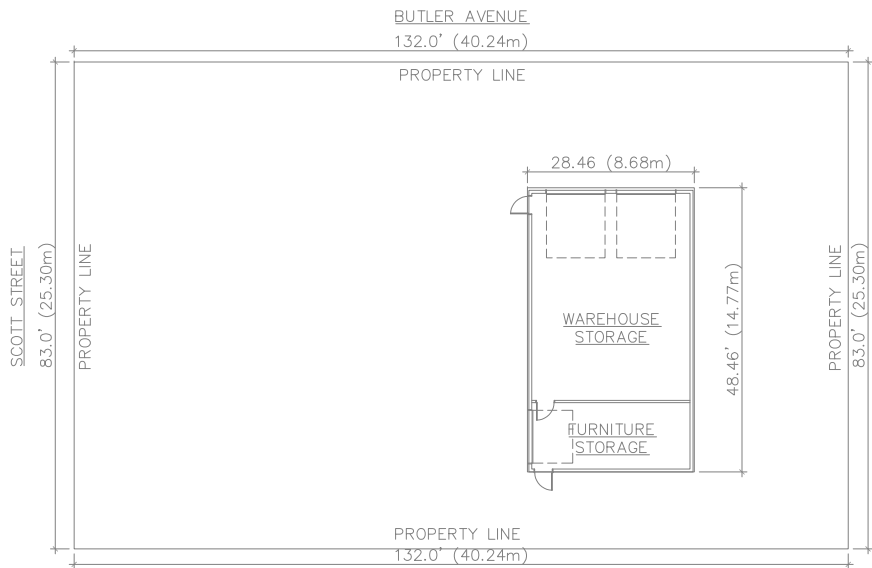


DOOR SCHEDULE										
DOOR								FRAME		
DOOR #	SIZE	THICKNESS	TYPE	MATERIAL	FINISH	GLAZING	DOOR HARDWARE	MATERIAL	FINISH	REMARKS
D1	10'-0"x11'-0" OVERHEAD	2"	B	INSULATED SECTIONAL STEEL	PRE-FINISHED	2-24"x12" SEALED GLASS	3" TRACK, STANDARD LIFT, 25,000 CYCLES, GALV. STEEL HINGES, BALL BEARING ROLLERS, WEATHERSTRIPPING, CHAIN HOIST, SLIDE LOCK W/ INTERLOCK SWITCH FOR OPERATOR	METAL CLAD WOOD	PRE-FINISHED	INSTALL LIFTMASTER MODEL RBHT511 3/4 HP. HEAVY DUTY JACKSHAFT OPERATOR C/W PHOTO EYES, SOLENOID BRAKE, CHAIN HOIST BACKUP AND TWO (2) REMOTES
D2	10'-0"x11'-0" OVERHEAD	2"	B	INSULATED SECTIONAL STEEL	PRE-FINISHED	2-24"x12" SEALED GLASS	3" TRACK, STANDARD LIFT, 25,000 CYCLES, GALV. STEEL HINGES, BALL BEARING ROLLERS, WEATHERSTRIPPING, CHAIN HOIST, SLIDE LOCK W/ INTERLOCK SWITCH FOR OPERATOR	METAL CLAD WOOD	PRE-FINISHED	INSTALL LIFTMASTER MODEL RBHT511 3/4 HP. HEAVY DUTY JACKSHAFT OPERATOR C/W PHOTO EYES, SOLENOID BRAKE, CHAIN HOIST BACKUP AND TWO (2) REMOTES
D3	3'-0"x7'-0"	1 3/4"	A	HOLLOW METAL INSULATED	PAINT		LOCKSET, 1 1/2 PR. NRP HINGES, DOOR CLOSER, WEATHERSTRIPPING, DOOR SWEEP, THRESHOLD	PRESSED STEEL FRAME	PAINT	
D4	3'-0"x7'-0"	1 3/4"	A	HOLLOW METAL INSULATED	PAINT		LOCKSET, 1 1/2 PR. NRP HINGES, DOOR CLOSER, WEATHERSTRIPPING, DOOR SWEEP, THRESHOLD	PRESSED STEEL FRAME	PAINT	
D5	9'-0"x7'-0" OVERHEAD	2"	C	INSULATED SECTIONAL STEEL	PRE-FINISHED	2-24"x12" SEALED GLASS	STANDARD GARAGE DOOR HARDWARE	METAL CLAD WOOD	PAINT	LIFTMASTER 8165W OVERHEAD DOOR OPERATOR
D6	3'-0"x6'-8"	1 3/4"	A	HOLLOW METAL	PAINT		PASSAGE SET, 1 1/2 PR. HINGES	PRESSED STEEL FRAME	PAINT	



## DOOR TYPES

SHEET TITLE: <b>DOOR SCHEDULE</b>		PROJECT TITLE: <b>STORAGE GARAGE FOR RRDSSAB          737 SCOTT ST., FORT FRANCES, ON</b>	
DRAWN BY: M.S.	DATE: 13/07/03	PROJECT NO: 18-050	
CHECKED BY: T.K.B. D.Z.	REV. NO.		
BC IN: 43291		 SCE	
SAULTEAUX CONSULTING & ENGINEERING		SITE 206-207 RR#2 FORT FRANCES, ONTARIO P9A 3M3 1-807-274-7114	
		ISSUED FOR TENDER/CONSTRUCTION 19/10/03 DZ	
		MARK DESCRIPTION	
		REVISION RECORD	



**SITE PLAN**  
1/32"=1'-0"

**GENERAL NOTES:**

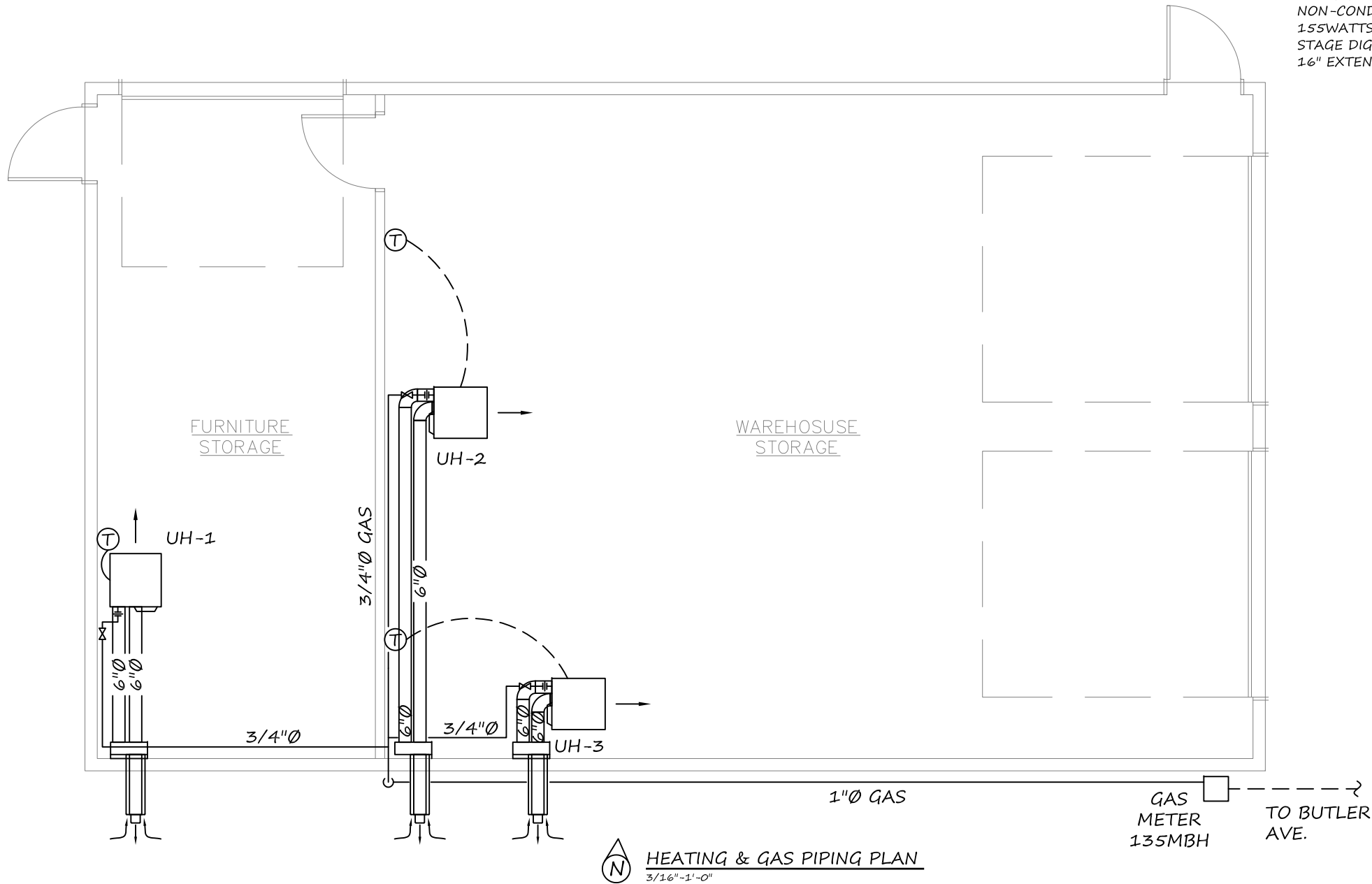
1. ALL MATERIAL SHALL BE NEW AND BE CSA APPROVED OR ULC LISTED.
2. THE CONTRACTOR SHALL ENSURE THAT ALL MATERIALS AND EQUIPMENT ARE INSTALLED IN FULL COMPLIANCE WITH THE CURRENT ONTARIO FIRE CODE AND ONTARIO BUILDING CODE.
3. PROVIDE ALL MATERIAL AND EQUIPMENT AND PERFORM ALL LABOUR REQUIRED TO INSTALL COMPLETE AND OPERABLE MECHANICAL SYSTEMS AS INDICATED ON THE DRAWINGS, AS SPECIFIED AND AS REQUIRED BY CODE.
4. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES AND INSPECTIONS.
5. INSTALL ALL MECHANICAL EQUIPMENT AND APPURTENANCES IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS, CONTRACT DOCUMENTS, AND APPLICABLE CODES AND REGULATIONS.
6. CONTRACTOR IS RESPONSIBLE FOR SEALING ALL PENETRATIONS THROUGH FIRE RATED WALLS AND ASSEMBLIES WITH RATED FIRE STOP RATED EQUAL TO THAT OF THE ADJACENT MATERIALS. ALL FIRE STOP MATERIALS AND INSTALLATION SHALL CONFORM TO UL 1479 AND ASTM E-814-10.
7. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL INSTALLED EQUIPMENT FOR APPROVAL BY ENGINEER PRIOR TO ORDERING ANY EQUIPMENT.
8. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY OR ALL DEFECTS IN WORKMANSHIP WHICH MAY ARISE FOR A PERIOD OF 12 MONTHS FROM SUBSTANTIAL COMPLETION.
9. CONTRACTOR SHALL PROVIDE 3 HARD COPIES (OR DIGITAL PDF FORMAT) OF OPERATION AND MAINTENANCE MANUALS TO THE OWNER PRIOR TO FINAL PAYMENT IS REQUESTED. THE MANUALS WILL BE APPROVED BY THE ENGINEER.

**PIPING NOTES:**

1. MECHANICAL CONTRACTOR TO SUBMIT REQUEST FOR ACTION TO ENBRIDGE (UNION GAS) FOR INCREASED GAS LOAD TO EXISTING METER.
2. SUPPLY & INSTALL NEW GAS PIPING SUPPORTS AT SPACING AS SPECIFIED IN TABLE 6.2 IN CSA B149.1.
3. STEEL GAS PIPE TO ASTM A53/A53M, SCHEDULE 40, SCREWED. COPPER PIPE: TO ASTM B75M.
4. INSTALL PIPING & IDENTIFICATION IN ACCORDANCE TO APPLICABLE PROVINCIAL CODES, CAN/CSA-B149.1, SUPPLEMENTED AS SPECIFIED.
5. SLOPE PIPING DOWN IN DIRECTION TO FLOW TO LOW POINTS.
6. INSTALL DRIP POINTS AT LOW POINTS IN PIPING SYSTEM. PROVIDE COMPLETE WITH BLOWDOWN VALVE I.E. MANUAL SHUT-OFF VALVE AS SPECIFIED ABOVE. MINIMUM 3" IN LENGTH FROM TEE CONNECTION IN RISER TO TOP OF VALVE. MIN. 3/4"Ø. PROVIDE COMPLETE WITH THREADED END CAP.
7. FIELD ENDING OF PIPING TO BE PROHIBITED. NESTING OF BUSHINGS TO BE PROHIBITED. UTILIZE PROPERLY SIZED REDUCING FITTINGS
8. ABOVE GROUND GAS PIPING TO BE PRIMED AND PAINTED YELLOW ALONG ITS ENTIRE LENGTH.

**EQUIPMENT NOTES:**

UH-1,2,3 REZNOR MODEL UDAP NATURAL-GAS FIRED UNIT HEATER. 83% EFF. NON-CONDENSING. TITANIUM-STABILIZED HEAT EXCHANGER, 629CFM, 115V, 155WATTS, 24V CONTROL. 25"Lx26"Wx12"H, 60LBS. C/W 24V TRANSFORMER, SINGLE STAGE DIGITAL WALL THERMOSTAT, SET AT 60F. HORIZONTAL DIRECT-VENT KIT, 6"Ø, 16" EXTENDED FLUE FROM WALL & THIMBLE.



**HEATING & GAS PIPING PLAN**  
3/16"=1'-0"

0	ISSUED FOR PERMIT & TENDER	06/26/19
No.	Revision/Issue	MM/DD/YY



Firm Name

[www.ableenergy.ca](http://www.ableenergy.ca)  
807-627-4259  
[info@ableenergy.ca](mailto:info@ableenergy.ca)

Drawing Description  
HEATING PLAN &  
GAS PIPING FOR NEW  
WAREHOUSE/STORAGE GARAGE

Project Name and Address  
STORAGE GARAGE-RAINY  
RIVER DISTRICT SOCIAL  
SERVICES ADMINISTRATION  
BOARD, FORT FRANCES, ON

Project	AE-1946	Sheet	M-1
Date	JUNE 26, 2019		
Scale	AS SHOWN		



<div><div>PART 1</div><div>SCOPE OF WORK</div><div>SCOPE</div><div>1. WORK SHALL CONSIST OF THE SUPPLY AND INSTALLATION OF ALL NECESSARY EQUIPMENT, CONDUIT, WIRING AND CONNECTION FOR A COMPLETE INSTALLATION OF THE PLANS AND SPECIFICATIONS AS FOLLOWS:<div><div>1. LIGHTING AND POWER DISTRIBUTION AND ASSOCIATED CONTROLS</div><div>2. EMERGENCY LIGHTS AND EXIT SIGNS</div><div>3. ALL INCOMING ELECTRICAL SERVICES AND HYDRO COORDINATION</div></div></div><div>DELIVERABLES TO THE ENGINEER:</div><div>1. COPY OF ELECTRICAL SAFETY AUTHORITY NOTICE OF INSPECTION AND COMPLETION CERTIFICATE.</div><div>2. CONTRACTOR LETTER OF COMPLETION TO CERTIFY WORK IS COMPLETE IN ACCORDANCE WITH THE DRAWINGS.</div><div>GENERAL</div><div>1. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, SERVICES, TOOLS, EQUIPMENT, AND FIXTURES NECESSARY TO PERFORM AND COMPLETE IN A GOOD AND WORKMANLIKE MANNER THE WORK DESCRIBE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LAWS, ORDINANCES, BUILDING CODES, RULES AND REGULATIONS APPLYING TO THE WORK, INCLUDING, BUT NOT LIMITED TO, THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, ENVIRONMENTAL REGULATIONS AND THE OCCUPATIONAL SAFETY AND HEALTH ACT, AS AMENDED. CONTRACTOR SHALL HAVE CONTROL OVER, AND BE SOLELY RESPONSIBLE FOR, ALL MEANS, METHODS AND SEQUENCES FOR PERFORMING THE WORK. ANY DISCREPANCIES BETWEEN SUPPLEMENTARY SPECIFICATION SECTIONS OR DRAWING PACKAGES SHOULD BE NOTIFIED TO THE ENGINEER OF RECORD IN WRITING. ALL INFORMATION INCLUDED IN SUPPLEMENTARY DIVISION SECTIONS SHALL FORM PART OF THIS DIVISION SECTION AS APPLICABLE. ANY SMALL ITEMS REQUIRED TO FURNISH A COMPLETE INSTALLATION, BUT ARE NOT SPECIALLY CALLED OUT, ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE NOT CONSIDERED AS EXTRA.</div><div>2. VERIFY ALL COUNT QUANTITIES PRIOR TO TENDER CLOSE.</div><div>REFERENCES</div><div>1. ONTARIO ELECTRICAL SAFETY CODE (LATEST EDITION)</div><div>2. ONTARIO BUILDING CODE</div><div>3. CSA C22.1, CANADIAN ELECTRICAL CODE, PART 1, SAFETY STANDARD FOR ELECTRICAL INSTALLATIONS.</div><div>4. CANCSA-22.3 NO. 1, OVERHEAD WIRE SYSTEMS</div><div>5. CAN5-C28, PREFERRED VOLTAGE LEVELS FOR AC SYSTEMS, 0 TO 50,000 V.</div><div>6. CANULC-5537 STANDARD FOR VERIFICATION OF FIRE ALARM SYSTEMS</div><div>7. CANULC-5524-14 STANDARD FOR THE INSTALLATION OF FIRE ALARM SYSTEMS</div><div>CARE OPERATION AND START-UP</div><div>1. INSTRUCT OWNER'S REPRESENTATIVE AND OPERATING PERSONNEL IN THE OPERATION, CARE AND MAINTENANCE OF SYSTEMS, SYSTEM EQUIPMENT AND COMPONENTS</div><div>2. AS REQUIRED TO MAINTAIN MANUFACTURER'S WARRANTY, ARRANGE AND PAY FOR SERVICES OF MANUFACTURER'S FACTORY SERVICE ENGINEER TO SUPERVISE START-UP OF INSTALLATION, CHECK, ADJUST, BALANCE AND CALIBRATE COMPONENTS AND INSTRUCT OPERATING PERSONNEL</div><div>3. PROVIDE THESE SERVICES FOR SUCH PERIOD, AND FOR AS MANY VISITS AS NECESSARY TO PUT EQUIPMENT IN OPERATION AND ENSURE THAT OPERATING PERSONNEL ARE CONVERSANT WITH ALL ASPECTS OF ITS CARE AND OPERATION.</div><div>SUBMITTALS</div><div>1. ALL ALTERNATES OR SUBSTITUTIONS FOR PRODUCTS LISTED SHALL BE SUBMITTED TO THE PROJECT TEAM AT LEAST ONE (1) WEEK PRIOR TO TENDER CLOSE.</div><div>2. SUBMIT SHOP DRAWINGS, OR MANUFACTURERS PRODUCT DATA, FOR TRANSFORMERS, PANELBOARDS, BREAKERS, DISCONNECTS, RECEPTACLES, COVERPLATES, HEATING EQUIPMENT, EXIT AND EMERGENCY LIGHTING, LUMINAIRE CUT SHEETS, FIRE ALARM, AND SPECIAL SYSTEMS. SUBMISSIONS SHALL BE IN THE SAME UNIT OF MEASURE AS USED ON THE DRAWINGS.</div><div>3. FOR LUMINAIRES, SUBMIT CUT SHEETS FROM THE MANUFACTURER WITH SPECIFIC CATALOGUE NUMBERS IN THE SAME ORDER AS THE LUMINAIRE SCHEDULE</div><div>4. DETAILS OF CONSTRUCTION, DIMENSIONS, CAPACITIES, WEIGHTS, AND ELECTRICAL PERFORMANCE SHALL BE INDICATED ON THE SUBMITTALS</div><div>5. WHERE APPLICABLE, WIRING OR SINGLE LINE DIAGRAMS SHALL BE PROVIDED</div><div>6. EACH SHOP DRAWING SHALL BE STAMPED AS CORRECT BY THE CONTRACTOR TO INDICATE THEIR APPROVAL, AS THE TRADE PURCHASING THE ITEMS.</div><div>7. IF THE ABOVE HAS NOT BE MET, THE SHOP DRAWING WILL BE RETURNED AS 'REJECTED'.</div><div>8. THE REVIEW IS FOR THE SOLE PURPOSE OF IDENTIFYING GENERAL CONFORMANCE TO THE DESIGN CONCEPT. APPROVAL OF DESIGN DETAILS IS THE RESPONSIBILITY OF THE CONTRACTOR. ENGINEER'S REVIEWS DOES NOT RELIEVE THE CONTRACTOR OF THEIR REQUIREMENTS TO MEET THE INTENT OF THE DESIGN DOCUMENTS.</div><div>QUALITY CONTROL</div><div>1. PROVIDE CSA CERTIFIED EQUIPMENT AND MATERIAL, WHERE CSA CERTIFIED EQUIPMENT AND MATERIAL IS NOT AVAILABLE, SUBMIT SUCH EQUIPMENT AND MATERIAL TO AUTHORITY HAVING JURISDICTION FOR APPROVAL BEFORE DELIVERY TO SITE.</div><div>2. SUBMIT CERTIFICATE OF ACCEPTANCE FROM AUTHORITY HAVING JURISDICTION UPON COMPLETION OF WORK TO OWNER'S REPRESENTATIVE</div><div>3. MANUFACTURERS FIELD REPORT'S, SUBMIT TO OWNER'S REPRESENTATIVE WITHIN SEVEN (7) WORKING DAYS OF REVIEW, VERIFYING COMPLIANCE OF WORK AND ELECTRICAL SYSTEM AND INSTRUMENTATION TESTING, INSPECT AND TEST THE FOLLOWING SYSTEMS TO DEMONSTRATE OPERATION OF SYSTEMS, DEMONSTRATE TO THE SATISFACTION TO THE OWNER, THEIR REPRESENTATIVES, AND ENGINEERING TEAM AS REQUIRED:</div><div>1. POWER DISTRIBUTION INCLUDING PHASING AND LOAD BALANCING WITH ALL NORMAL OPERATING LOADS, ADJUST AS REQUIRED</div><div>2. BRANCH CIRCUIT CONNECTIONS</div><div>3. LIGHTING AND LIGHTING CONTROLS</div><div>4. EMERGENCY LIGHT AND EXIT SIGNS</div><div>5. MOTORS AND CONTROL SYSTEM EQUIPMENT</div><div>6. FIRE ALARM SYSTEM.</div><div>FIELD QUALITY CONTROL</div><div>1. SINGLE LINE ELECTRICAL DIAGRAMS</div><div>1. PROVIDE SINGLE LINE ELECTRICAL DIAGRAMS IN GLAZED FRAMES AS FOLLOWS:<div><div>1. ELECTRICAL DISTRIBUTION SYSTEM, LOCATE IN MAIN ELECTRICAL ROOM.</div><div>2. ELECTRICAL POWER GENERATION AND DISTRIBUTION SYSTEMS, LOCATE IN POWER PLANT ROOMS.</div></div></div><div>PERMITS, FEES AND INSPECTION</div><div>1. SUBMIT TO ELECTRICAL SAFETY AUTHORITY AND SUPPLY AUTHORITY NECESSARY NUMBER OF DRAWINGS AND SPECIFICATIONS FOR EXAMINATION AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.</div><div>2. PAY ASSOCIATED FEES.</div><div>3. THE ELECTRICAL ENGINEER OF RECORD WILL PROVIDE DRAWINGS AND SPECIFICATIONS REQUIRED BY ELECTRICAL INSPECTOR DIVISION AND SUPPLY AUTHORITY AT NO COST</div><div>4. IF SPECIALIZED THIRD PARTY DESIGNERS ARE REQUIRED BY THE SUPPLY AUTHORITY, THE CONTRACTOR SHALL COORDINATE AND PAY FOR THIS SERVICE. THE ELECTRICAL ENGINEER OF RECORD SHALL SUPPLY INFORMATION REQUIRED BY THE THIRD PARTY SERVICE TO COMPLETE THEIR WORK</div><div>5. NOTIFY ELECTRICAL ENGINEER OF RECORD OF CHANGES REQUIRED BY ELECTRICAL SAFETY AUTHORITY PRIOR TO MAKING CHANGES.</div><div>6. FURNISH CERTIFICATES OF ACCEPTANCE FROM ELECTRICAL SAFETY AUTHORITY OR AUTHORITIES HAVING JURISDICTION ON COMPLETION OF WORK TO ENGINEER OF RECORD</div><div>CO-ORDINATION</div><div>1. CO-ORDINATE WORK WITH WORK OF OTHER DIVISIONS TO AVOID CONFLICT.</div><div>2. LOCATE DISTRIBUTION SYSTEMS, EQUIPMENT, AND MATERIALS TO PROVIDE MINIMUM INTERFERENCE AND MAXIMUM USABLE SPACE</div><div>3. LOCATE ALL EXISTING UNDERGROUND SERVICES AND MAKE ALL PARTIES AWARE OF THEIR EXISTENCE AND LOCATION.</div><div>4. WHERE INTERFERENCE OCCURS, ELECTRICAL ENGINEER OF RECORD MUST APPROVE RELOCATION OF EQUIPMENT AND MATERIALS REGARDLESS OF INSTALLATION ORDER</div><div>5. NOTWITHSTANDING THE REVIEW OF SHOP DRAWINGS, THE ELECTRICAL CONTRACTOR MAY BE REQUIRED TO RELOCATE ELECTRICAL EQUIPMENT WHICH INTERFERES WITH THE EQUIPMENT OF OTHER TRADES, DUE TO LACK OF CO-ORDINATION BY THE CONTRACTOR THE COST OF THIS RELOCATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, THE OWNER'S REPRESENTATIVE SHALL DECIDE THE EXTENT OF RELOCATION REQUIRED.</div><div>CUTTING AND PATCHING</div><div>1. INFORM ALL OTHER DIVISIONS IN TIME, CONCERNING REQUIRED OPENINGS, WHERE THIS REQUIREMENT IS NOT MET, BEAR THE COST OF ALL CUTTING, OBTAIN WRITTEN APPROVAL OF STRUCTURAL ENGINEER BEFORE DRILLING ANY BEAMS OR FLOORS</div><div>2. MAKE GOOD OF ALL TRADES AND FINISHES</div><div>3. COORDINATE LOCATION AND SIZE OF ALL ACCESS PATCHES, SUBMIT SHOP DRAWINGS FOR REVIEW FROM OWNERS ARCHITECTURAL REPRESENTATIVE PRIOR TO INSTALLATION, SPECIALIZED FINISHES MAY BE REQUIRED IN SPECIFIC AREAS</div><div>PROTECTION</div><div>1. PROTECT EXPOSED LIVE EQUIPMENT DURING CONSTRUCTION FOR PERSONNEL SAFETY.</div><div>2. SHIELD AND MARK ALL LIVE PARTS (I.E. "LIVE 120 VOLTS"), OR WITH APPROPRIATE VOLTAGE IN ENGLISH.</div><div>3. ARRANGE FOR INSTALLATION OF TEMPORARY DOORS FOR ROOMS CONTAINING ELECTRICAL DISTRIBUTION EQUIPMENT. KEEP THESE DOORS LOCKED EXCEPT WHEN UNDER DIRECT SUPERVISION OF ELECTRICIAN.</div><div>RECORD DRAWINGS</div><div>1. OBTAIN AND PAY FOR THREE SETS OF WHITE PRINTS, AS THE JOB PROGRESSES, MARK THESE PRINTS TO ACCURATELY INDICATE INSTALLED WORK. HAVE THE WHITE PRINTS AVAILABLE FOR INSPECTION AT THE SITE AT ALL TIMES AND PRESENT FOR SCRUTINY AT EACH JOB MEETING.</div><div>2. SHOW ON THE RECORD DRAWINGS THE INSTALLED INVERTS OF ALL SERVICES ENTERING AND LEAVING THE BUILDING AND THE PROPERTY. DIMENSION UNDERGROUND SERVICES AT KEY POINTS OF EVERY RUN IN RELATION TO THE STRUCTURE AND BUILDING.</div><div>3. INDICATE EXACT LOCATION OF ALL SERVICES FOR FUTURE WORK. SHOW AND DIMENSION ALL WORK EMBEDDED IN THE STRUCTURE.</div><div>4. SUBMIT RECORD DRAWINGS WITHIN 30 DAYS PRIOR TO START OF COMMISSIONING.</div><div>INSPECTION OF WORK</div><div>1. THE ENGINEER OF RECORD WILL MAKE PERIODIC VISITS TO THE SITE DURING CONSTRUCTION TO ASCERTAIN REASONABLE CONFORMITY TO THE DRAWINGS PLANS AND SPECIFICATIONS BUT WILL NOT EXECUTE QUALITY CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXECUTION OF HIS WORK IN CONFORMITY WITH THE CONSTRUCTION DOCUMENTS AND WITH THE REQUIREMENTS OF THE INSPECTION AUTHORITY.</div><div>2. THE ENGINEER OF RECORD SHALL BE NOTIFIED THROUGHOUT CONSTRUCTION OF THE PROGRESS OF THE PROJECT AND INVITED FOR PERIODIC VISITS. AT A MINIMUM THE ENGINEER OF RECORD SHALL VISIT AT ROUGH-IN COMPLETION (WITH ALL ELECTRICAL WORK EXPOSED), AND ONCE FINAL CONNECTIONS ARE MADE, IF THE PROJECT REQUIRED STAGING OF ELECTRICAL WORK, THE ENGINEER OF RECORD SHALL BE NOTIFIED BEFORE ELECTRICAL WORK IS CLOSED IN BY OTHER CONTRACTORS WORK</div><div>3. PHOTOGRAPHS OF INSTALLATION PROGRESS SHALL BE DOCUMENTED BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD UPON REQUEST.</div></div>	<div><div>PART 1</div><div>SCOPE OF WORK (CONTINUED)</div><div>SCHEDULING OF WORK</div><div>1. WORK SHALL BE SCHEDULED IN PHASES AS PER OTHER DIVISIONS OF THE ARCHITECTURAL SPECIFICATIONS.</div><div>2. BECOME FAMILIAR WITH THE PHASING REQUIREMENTS FOR THE WORK AND COMPLY WITH THESE</div><div>3. NO ADDITIONAL MONIES WILL BE PAID FOR CONTRACTOR'S REQUIREMENT TO COMPLY WITH WORK PHASING CONDITIONS.</div><div>4. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE DELIVERY DATES OF ALL EQUIPMENT, MAJOR EQUIPMENT, INCLUDING LUMINAIRES, SHOULD BE INVESTIGATED AT THE START OF THE PROJECT AND LIST OF DELIVERY DATES SHALL BE PROVIDED WITHIN 7 DAYS OF THE START OF THE CONTRACT. THE OWNER SHALL RESERVE THE RIGHT TO RENEGOTIATE OR CANCEL THE CONTRACT AT NO COST, SHOULD THE DELIVERY DATES OF EQUIPMENT CARRIED NOT MEET THE PROJECT SCHEDULE.</div><div>FIRE RATING OF PENETRATIONS</div><div>1. MAINTAIN FIRE RATINGS AROUND CONDUITS PASSING THROUGH FLOORS, CEILINGS AND FIRE RATED WALLS.</div><div>2. USE 3M BRAND OR EQUAL FIRE BARRIER PRODUCTS AT EACH PENETRATION</div><div>3. ACCEPTABLE PRODUCTS FOR FIRE BARRIER PRODUCTS SHALL BE 3M, #CP25 FIRE BARRIER CAULK, #303 PUTTY, #FS 195 W/RAUD AND #CS195 SHEET.</div><div>4. ACCEPTABLE MANUFACTURERS: NELSON, FIRE STOP SYSTEMS, 3M OR APPROVED EQUAL. MATERIAL OF SAME MANUFACTURER TO BE USED THROUGHOUT PROJECT.</div><div>PART 2</div><div>PRODUCTS</div><div>EXAMINATION OF SITE</div><div>1. THE CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE THEMSELVES WITH THE SITE CONDITION, SHALL BE RESPONSIBLE TO THE PLANS DUE TO CONFLICTS ON SITE SHALL BE NOTIFIED TO THE ENGINEER IN WRITING PRIOR TO THE TENDOR</div><div>2. DO NOT SCALE THE DRAWINGS.</div><div>3. PRIOR TO STARTING WORK, EXAMINE THE SITE VERIFY THE LAYOUT AND ARRANGEMENT OF ALL ELECTRICAL EQUIPMENT AND FEEDERS</div><div>5. NOTIFY ENGINEER IN WRITING OF ANY CONFLICTS OR DISCREPANCIES TO THE DRAWINGS PRIOR TO THE TENDOR CLOSE.</div><div>6. CLAIMS FOR EXTRA PAYMENT AS A RESULT OF NOT THOROUGHLY EXAMINING THE SITE WILL NOT BE GRANTED.</div><div>WARRANTIES</div><div>1. INSTALLATION OF ALL EQUIPMENT SHALL BE IN A MANNER TO MAINTAIN ALL MANUFACTURERS WARRANTIES.</div><div>2. MAINTAIN ALL WORKMANSHIP AND LABOUR FOR A MINIMUM OF ONE (1) YEAR OUTSIDE OF MANUFACTURERS WARRANTIES.</div><div>ELECTRIC MOTORS, EQUIPMENT AND CONTROLS</div><div>1. SUPPLY AND INSTALL AS INDICATED IN MOTOR, CONTROL, AND EQUIPMENT SCHEDULES ON ELECTRICAL AND MECHANICAL DRAWINGS.</div><div>2. WIRING AND CONDUIT IS PART OF THE ELECTRICAL SCOPE OF WORK, EXCEPT FOR CONDUIT, WIRING AND CONNECTIONS BELOW 50 V WHICH ARE RELATED TO CONTROL SYSTEMS SHOWN ON MECHANICAL DRAWINGS. MECHANICAL CONTROLS CONTRACTOR IS RESPONSIBLE FOR ALL CONDUIT, WIRING AND CONNECTIONS BELOW 50V WHICH ARE RELATED TO THE CONTROL SYSTEMS AND SHALL COMPLY WITH THE REQUIREMENTS OF ELECTRICAL FOR STANDARD OF QUALITY.</div><div>FINISHES</div><div>1. SHOP FINISH METAL ENCLOSURE SURFACES BY APPLICATION OF RUST RESISTANT PRIMER INSIDE AND OUTSIDE, AND AT LEAST TWO COATS OF FINISH ENAMEL</div><div>2. PAINT INDOOR SWITCHGEAR AND DISTRIBUTION ENCLOSURES LIGHT GREY TO EEMAC 2Y-1.</div><div>WIRING TERMINATIONS</div><div>1. LUGS, TERMINALS, SCREWS USED FOR TERMINATION OF WIRING TO BE SUITABLE FOR EITHER COPPER OR ALUMINUM CONDUCTORS.</div><div>EQUIPMENT IDENTIFICATION</div><div>1. IDENTIFY ELECTRICAL EQUIPMENT WITH NAMEPLATES AND LABELS AS FOLLOWS:<div><div>1. NAMEPLATES, LAMICOID 3 MM THICK PLASTIC ENGRAVING SHEET, BLACK FACE, WHITE CORE, MECHANICALLY ATTACHED WITH SELF TAPPING SCREWS, SIZES AS FOLLOWS:<div><div><div>SIZE 1</div><div>10 X 50MM</div><div>1 LINE</div><div>3MM HIGH LETTERS</div></div><div><div>SIZE 2</div><div>12 X 70MM</div><div>1 LINE</div><div>3MM HIGH LETTERS</div></div><div><div>SIZE 3</div><div>12 X 70MM</div><div>2 LINES</div><div>3MM HIGH LETTERS</div></div><div><div>SIZE 4</div><div>20 X 90MM</div><div>1 LINE</div><div>8MM HIGH LETTERS</div></div><div><div>SIZE 5</div><div>20 X 90MM</div><div>2 LINES</div><div>5MM HIGH LETTERS</div></div><div><div>SIZE 6</div><div>25 X 100MM</div><div>1 LINE</div><div>12MM HIGH LETTERS</div></div><div><div>SIZE 7</div><div>25 X 100MM</div><div>2 LINES</div><div>6MM HIGH LETTERS</div></div></div></div></div><div><div>2. LABELS:</div><div>1. EMBOSSED PLASTIC LABELS WITH 6 MM HIGH LETTERS UNLESS SPECIFIED OTHERWISE.</div><div>2. WORDING ON NAMEPLATES AND LABELS TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO MANUFACTURE.</div><div>3. ALLOW FOR AVERAGE OF TWENTY-FIVE (25) LETTERS PER NAMEPLATE AND LABEL.</div><div>4. IDENTIFICATION TO BE ENGLISH (AND FRENCH WHERE APPLICABLE).</div><div>5. NAMEPLATES FOR TERMINAL CABINETS AND JUNCTION BOXES TO INDICATE SYSTEM NAME AND VOLTAGE CHARACTERISTICS</div><div>6. DISCONNECTS, STARTERS AND CONTACTORS: INDICATE EQUIPMENT BEING CONTROLLED AND VOLTAGE.</div><div>7. TERMINAL CABINETS AND PULL BOXES: INDICATE SYSTEM NAME AND VOLTAGE.</div><div>8. TRANSFORMERS: INDICATE CAPACITATIVE VOLTAGES AND TRANSFORMER NUMBER.</div><div>9. NAMEPLATE FOR EACH PANELBOARD SIZE 4 ENGRAVED AS INDICATED</div><div>10. NAMEPLATE FOR EACH CIRCUIT IN DISTRIBUTION PANELBOARDS SIZE 2 ENGRAVED AS INDICATED.</div><div>11. COMPLETE CIRCUIT DIRECTORY WITH TYPEWRITTEN LEGEND SHOWING LOCATION AND LOAD OF EACH CIRCUIT.</div></div></div></div> <div>WIRING IDENTIFICATION</div> <div>1. IDENTIFY WIRING WITH PERMANENT IDENTIFYING MARKINGS, EITHER NUMBERED OR COLOURED PLASTIC TAPES, ON BOTH ENDS OF PHASE CONDUCTORS OF FEEDERS AND BRANCH CIRCUIT WIRING.</div> <div>2. MAINTAIN PHASE SEQUENCE AND COLOUR CODING THROUGHOUT.</div> <div>3. COLOUR CODE: TO CSA C22.1, CANADIAN ELECTRICAL CODE</div> <div>4. USE COLOUR CODED WIRES IN COMMUNICATION CABLES, MATCHED THROUGHOUT SYSTEM.</div> <div>CONDUIT AND CABLE IDENTIFICATION</div> <div>1. COLOUR CODE CONDUITS, BOXES AND METALLIC SHEATHED CABLES.</div> <div>2. CODE WITH PLASTIC TAPE OR PAINT AT POINTS WHERE CONDUIT OR CABLE ENTERS WALL, CEILING, OR FLOOR, AND AT 15 M INTERVALS</div> <div>3. COLOURS: 25 MM WIDE PRIME COLOUR AND 20 MM WIDE AUXILIARY COLOUR.</div> <div>4. COLOUR CODING TO MATCH EXISTING WHERE APPLICABLE.</div> <div>FUSED SWITCHES RATED 600 AMPERES AND LESS</div> <div>1. SWITCHES SHALL BE IN ACCORDANCE WITH NEMA, NEC, UL, AS SPECIFIED, AND AS SHOWN ON THE DRAWINGS.</div> <div>2. SHALL BE NEMA CLASSIFIED HEAVY DUTY</div> <div>3. SHALL BE HORSEPOWER (HP) RATED</div> <div>4. SHALL HAVE THE FOLLOWING FEATURES:<div><div>1. SWITCH MECHANISM SHALL BE THE QUICK-MAKE, QUICK-BREAK TYPE.</div><div>2. COPPER BLADES, VISIBLE IN THE OPEN MAKE.</div><div>3. AN ARC CHUTE FOR EACH POLE.</div><div>4. EXTERNAL OPERATING HANDLE SHALL INDICATE OPEN AND CLOSED POSITIONS, AND HAVE LOCK-OPEN AND LOCKING PROVISIONS.</div><div>5. MECHANICAL INTERLOCK SHALL PERMIT OPENING OF THE DOOR ONLY WHEN THE SWITCH IS IN THE OPEN POSITION, DEFEATABLE TO PERMIT INSPECTION.</div><div>6. FUSE HOLDERS FOR THE SIZES AND TYPES OF FUSES SPECIFIED.</div><div>7. SOLID NEUTRAL FOR EACH SWITCH BEINGS INSTALLED IN A CIRCUIT WHICH INCLUDES A NEUTRAL CONDUCTOR.</div><div>8. GROUND LUGS FOR EACH GROUND CONDUCTOR</div><div>9. ELECTRICALLY OPERATED SWITCHES SHALL ONLY BE INSTALLED WHERE SHOWN ON THE DRAWINGS.</div></div></div> <div>ENCLOSURES</div> <div>1. SHALL BE THE NEMA TYPES SHOWN ON THE DRAWINGS.</div> <div>2. WHERE THE TYPES OF SWITCH ENCLOSURES ARE NOT SHOWN, THEY SHALL BE THE NEMA TYPES MOST SUITABLE FOR THE AMBIENT ENVIRONMENTAL CONDITIONS</div> <div>3. SHALL BE FINISHED WITH MANUFACTURER'S STANDARD GRAY BAKED ENAMEL PAINT OVER PRETREATED STEEL</div> <div>4. PROVIDE NEMA 2-S FOR ALL SPRINKLERED BUILDINGS</div> <div>MOTOR RATED TOGGLE SWITCHES</div> <div>1. TYPE 1, GENERAL PURPOSE FOR SINGLE PHASE MOTORS RATED UP TO 1 HORSEPOWER.</div> <div>2. QUICK-MAKE, QUICK-BREAK TOGGLE SWITCH WITH EXTERNAL RESET BUTTON AND THERMAL OVERLOAD PROTECTION MATCHED TO NAMEPLATE FULL-LOAD CURRENT OF ACTUAL PROTECTED MOTOR.</div> <div>CARTRIDGE FUSES</div> <div>1. SHALL BE IN ACCORDANCE WITH NEMA FU 1, AND DESIGNED TO FIT THE ENCLOSURE THE FUSES ARE HOUSED IN, WITHOUT SPECIAL CLIPS. FUSE TYPES TO BE COORDINATED WITH THE SPECIFIC PIECE OF EQUIPMENT OR AS OUTLINED BELOW.</div> <div>2. SERVICE ENTRANCE: CLASS L, TIME DELAY OR CLASS J, TIME DELAY UNLESS OTHERWISE NOTED</div> <div>3. FEEDERS: CLASS L, TIME DELAY OR CLASS J, TIME DELAY UNLESS OTHERWISE NOTED</div> <div>4. MOTOR BRANCH CIRCUITS: CLASS RK1 OR CLASS RK5, 10 SECONDS DELAY UNLESS OTHERWISE NOTED</div> <div>5. OTHER BRANCH CIRCUITS, CLASS J, TIME DELAY UNLESS OTHERWISE NOTED</div> <div>6. CONTROL CIRCUITS: CLASS CC</div> <div>PANELBOARDS</div> <div>1. PANELBOARDS: TO CSA C22.2 NO.29 AND PRODUCT OF ONE MANUFACTURER.<div><div>1. INSTALL CIRCUIT BREAKERS IN PANELBOARDS BEFORE SHIPMENT</div><div>2. IN ADDITION TO CSA REQUIREMENTS, MANUFACTURERS NAMEPLATE MUST SHOW FAULT CURRENT THAT PANEL, INCLUDING BREAKERS HAVE BEEN BUILT TO WITHSTAND.</div></div></div> <div>2. 250 AND 600 V PANELBOARDS: BUS AND BREAKERS RATED FOR 10,000 AND 18,000 A (SYMMETRICAL) MINIMUM INTERRUPTING CAPACITY RESPECTIVELY OR AS INDICATED ON ELECTRICAL DRAWINGS</div> <div>3. SEQUENCE PHASE BUSSING WITH ODD NUMBERED BREAKERS ON LEFT AND EVEN ON RIGHT, WITH EACH BREAKER IDENTIFIED BY PERMANENT NUMBER IDENTIFICATION AS TO CIRCUIT NUMBER AND PHASE.</div> <div>4. PANELBOARDS: MAINS, NUMBER OF CIRCUITS, AND NUMBER AND SIZE OF BRANCH CIRCUIT BREAKERS AS INDICATED.</div> <div>5. TWO KEYS FOR EACH PANELBOARD AND KEY PANELBOARDS ALIKE</div> <div>6. TIN PLATED ALUMINUM BUS WITH NEUTRAL OR SAME AMPERE RATING AS MAINS</div> <div>7. MAINS: SUITABLE FOR BOLT-ON BREAKERS.</div> <div>8. TRIM WITH CONCEALED FRONT BOLTS AND HINGES.</div> <div>9. TRIM AND DOOR FINISH: BAKED GREY ENAMEL.</div>	<div><div>PART 2</div><div>PRODUCTS (CONTINUED)</div><div>BREAKERS</div><div>1. BREAKERS: MOULDED CASE CIRCUIT BREAKERS.</div><div>2. BREAKERS WITH THERMAL AND MAGNETIC TRIPPING IN PANELBOARDS EXCEPT AS INDICATED OTHERWISE.</div><div>3. MAIN BREAKER, SEPARATELY MOUNTED ON TOP OR BOTTOM OF PANEL TO SUIT CABLE ENTRY, WHEN MOUNTED VERTICALLY, DOWN POSITION SHOULD OPEN BREAKER.</div><div>4. LOCK-ON DEVICES FOR 10% OF 15 TO 30 A BREAKERS INSTALLED AS INDICATED. TURN OVER UNUSED DEVICES TO THE CONTRACTOR FOR REUSE.</div><div>5. LOCK-ON DEVICES FOR RECEPTACLES, FIRE ALARM CLOCK OUTLET, EMERGENCY, DOOR SUPERVISORY, INTERCOM, STAIRWAY, EXIT AND NIGHT LIGHT CIRCUITS AS INDICATED.</div><div>BREAKERS GENERAL</div><div>1. BOLT-ON MOULDED CASE CIRCUIT BREAKER: QUICK-MAKE, QUICK-BREAK TYPE, FOR MANUAL AND AUTOMATIC OPERATION WITH TEMPERATURE COMPENSATION FOR 40°C AMBIENT.</div><div>2. COPPER TRIP BREAKERS, WITH SINGLE HANDLE FOR MULTI-POLE APPLICATIONS</div><div>3. MAGNETIC INSTANTANEOUS TRIP ELEMENTS IN CIRCUIT BREAKERS TO OPERATE ONLY WHEN VALUE OF CURRENT REACHES SETTING. TRIP SETTINGS ON BREAKERS WITH ADJUSTABLE TRIPS TO RANGE FROM 3-8 TIMES CURRENT RATING.</div><div>4. CIRCUIT BREAKERS WITH INTERCHANGEABLE TRIPS AS INDICATED.</div><div>5. CIRCUIT BREAKERS TO HAVE MINIMUM OF 10,000 A SYMMETRICAL RMS INTERRUPTING CAPACITY RATING.</div><div>THERMAL MAGNETIC BREAKERS</div><div>1. MOULDED CASE CIRCUIT BREAKER TO OPERATE AUTOMATICALLY BY MEANS OF THERMAL AND MAGNETIC TRIPPING DEVICES TO PROVIDE INVERSE TIME CURRENT TRIPPING AND INSTANTANEOUS TRIPPING FOR SHORT CIRCUIT PROTECTION.</div><div>OPTIONAL FEATURES</div><div>1. INCLUDE:<div><div>1. SHUNT TRIP.</div><div>2. MOTOR-OPERATED MECHANISM C/W TIME DELAY UNIT.</div><div>3. UNDER-VOLTAGE RELEASE.</div><div>5. ON-OFF LOCKING DEVICE.</div><div>6. HANDLE MECHANISM.</div></div></div><div>BUILDING WIRES</div><div>1. CONDUCTORS: STRANDED FOR 10 AWG AND LARGER, MINIMUM SIZE: 12 AWG, INCREASE WIRE SIZE WHERE NEEDED TO MEET VOLTAGE DROP REQUIREMENTS.</div><div>2. COPPER AND ACM ALLOY CONDUCTORS: SIZE AS INDICATED, WITH 600 V INSULATION OF CROSS-LINKED THERMOSETTING POLYETHYLENE MATERIAL RATED RW90 XLPE AND RW90 XLPE AS INDICATED.</div><div>3. PROVIDE RW90 XLPE RATED CABLE FOR UNDERGROUND WIRING, RELATED TO NEW SERVICE ENTRANCE FEEDERS AND SITE LIGHTING CIRCUITS</div><div>4. COPPER CONDUITING PRACTICE AS INDICATED, WITH THERMOPLASTIC INSULATION TYPE TWH RATED AT 600 V, TYPICALLY USED FOR INSULATED GROUND WIRES.</div><div>4. WIRING FOR 120V BRANCH CIRCUITS SHALL BE #12AWG UP TO 22M AND #10AWG UP TO 35M. INCREASE WIRE SIZE FOR THE FULL RUN LENGTH STARTING AT THE OVERCURRENT DEVICE. INCREASE WIRE SIZE TO LIMIT VOLTAGE DROP TO 3% WHILE CARRYING 80% OF THE CIRCUIT LOAD.</div><div>ARMOURED CABLES</div><div>1. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED.</div><div>2. TYPE: AC90</div><div>3. ARMOUR: INTERLOCKING TYPE FABRICATED FROM ALUMINUM STRIP</div><div>4. CONDUCTORS: STANDARD AS REQUIRED, COMPLETE WITH ANTI-SHORT RINGS.</div><div>CONTROL CABLES</div><div>1. CONDUIT: RIGID ANNEALED COPPER CONDUCTORS, SIZED AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>2. LOW ENERGY 300 V CONTROL CABLE: STRANDED ANNEALED COPPER CONDUCTORS SIZED AS INDICATED, WITH PVC INSULATION, OUTER COVERING OF DEBRIS</div><div>3. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>4. LOW ENERGY 300 V CONTROL CABLE: STRANDED ANNEALED COPPER CONDUCTORS SIZED AS INDICATED, WITH PVC INSULATION, OUTER COVERING OF DEBRIS</div><div>5. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>6. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>7. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>8. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>9. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>10. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>11. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>12. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>13. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>14. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>15. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>16. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>17. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>18. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>19. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>20. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>21. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>22. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>23. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>24. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>25. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>26. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>27. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>28. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>29. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>30. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>31. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>32. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>33. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>34. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>35. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>36. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>37. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>38. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>39. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>40. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>41. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>42. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>43. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>44. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>45. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>46. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>47. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>48. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>49. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>50. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>51. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>52. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>53. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>54. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>55. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>56. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>57. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>58. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>59. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>60. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>61. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>62. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>63. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>64. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>65. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>66. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>67. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>68. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>69. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>70. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>71. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>72. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>73. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>74. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>75. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>76. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>77. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>78. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>79. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>80. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>81. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>82. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>83. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>84. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>85. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>86. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>87. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>88. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>89. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>90. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>91. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>92. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>93. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>94. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>95. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>96. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>97. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>98. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>99. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>100. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>101. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>102. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>103. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>104. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>105. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>106. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>107. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>108. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>109. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>110. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>111. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>112. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>113. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>114. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>115. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>116. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>117. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>118. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>119. CONDUCTORS: INSULATED, COPPER, SIZE AS INDICATED, WITH THERMOPLASTIC INSULATION, OUTER COVERING OF THERMOPLASTIC</div><div>120. CONDUCTORS: INSULATED, COPPER,</div></div>
---	---	---

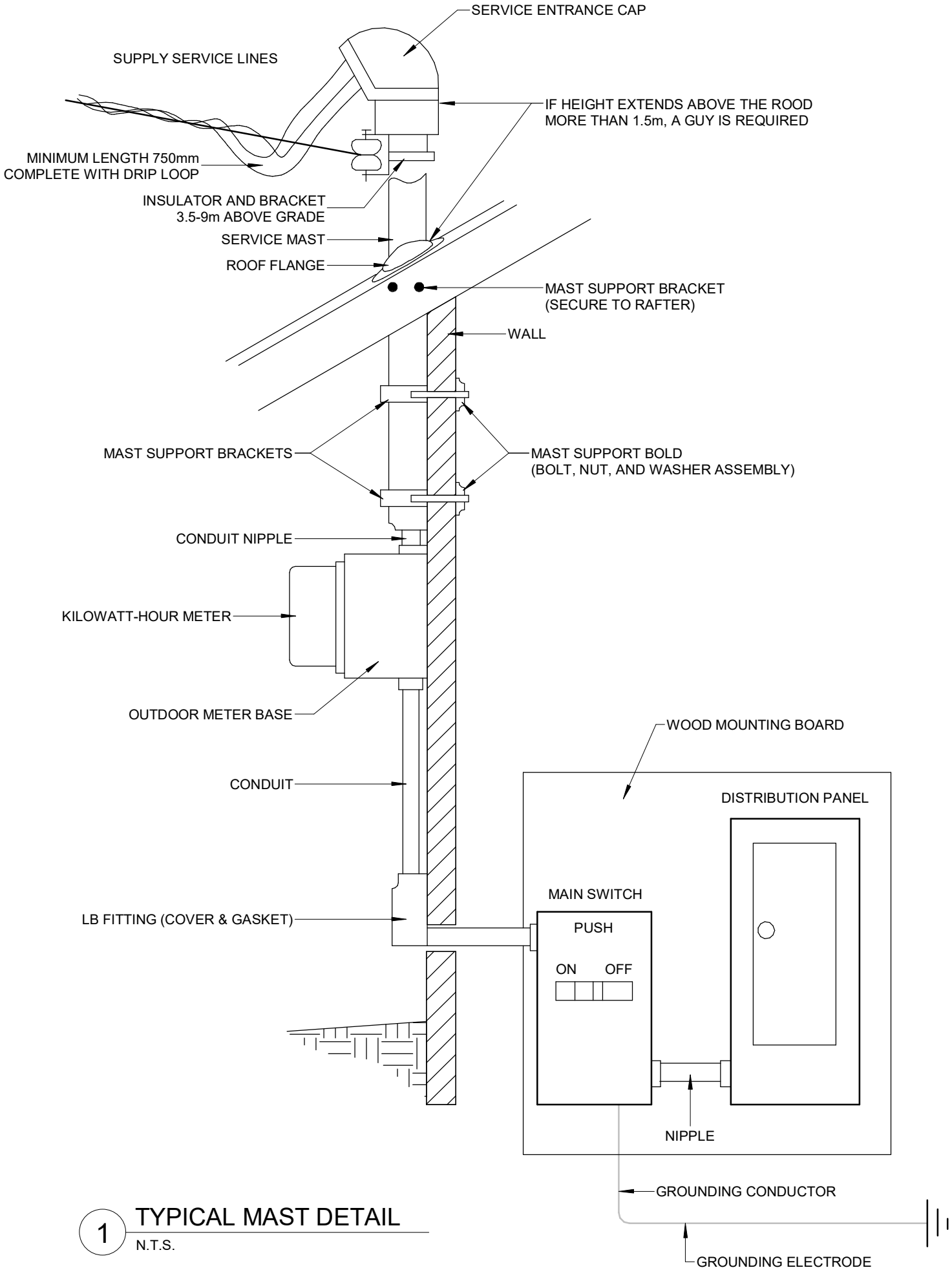


ELECTRICAL SYMBOLS LEGEND

NOTE: STRIKE THROUGH INDICATES MOUNTED AT COUNTER HEIGHT AT 150MM ABOVE COUNTER OR STANDARD COUNTER BACKSPLASH TO CENTERLINE.



- 
- ELECTRICAL PANEL
- 120 VAC, 15A, 1Φ, 2W + GROUND, DUPLEX RECEPTACLE. MOUNTED 450MM AFF TO CENTERLINE. LETTER DENOTES TYPE IF APPLICABLE. GFI = GROUND FAULT INTERRUPTING. H = HOSPITAL GRADE. AFI = ARC FAULT INTERRUPTING. USB = COMES WITH USB CHARGING PORTS X2. F= DEDICATED FOR REFRIGERATOR. MW = DEDICATED FOR MICROWAVE. WP = GROUND FAULT INTERRUPTING IN WEATHERPROOF WHILE IN USE ENCLOSURE. TR = TAMPER RESISTANT
- 
- 120 VAC, 15A, 1Φ, 2W + GROUND, SINGLE RECEPTACLE. MOUNTED IN CEILING
- 
- 120 VAC, 1Φ EQUIPMENT CONNECTION
- 
- 120 VAC, 1Φ EQUIPMENT CONNECTION c/w DISCONNECTION SWITCH
- 
- WALL MOUNTED "RUNNING MAN" STYLE EXIT SIGN WITH INTEGRAL BATTERY PACK AND TWO REMOTE HEADS. DARK QUADRANTS INDICATE LIT UP FACES. ARROWS INDICATE DIRECTIONAL ARROW ON SIGN FACE
- 
- CARBON MONOXIDE ALARM
- 
- WALL MOUNTED - OUTDOOR LUMINAIRE. LETTER DENOTES TYPE. SEE LUMINAIRE SCHEDULE FOR MODEL #
- 
- LED LUMINAIRE. LETTER DENOTES TYPE. SEE LUMINAIRE SCHEDULE FOR MODEL #
- 
- 120V, SINGLE POLE SWITCH



1 TYPICAL MAST DETAIL  
N.T.S.

1. DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS STAMPED BY A PROFESSIONAL ENGINEER WITH THE LATEST APPROVED DRAWING SET MARKED "ISSUED FOR CONSTRUCTION".
2. ANY ERRORS OR OMISSIONS SHALL BE REPORTED IN WRITING TO C.D. MARTYN ENGINEERING LTD. PRIOR TO PROCEEDING.
3. DRAWINGS ARE THE PROPERTY OF THE ENGINEER OF RECORD. DO NOT REPRODUCE DRAWINGS WITHOUT PERMISSION OF THE ENGINEER OF RECORD.
4. DRAWINGS ARE NOT TO SCALE. DO NOT SCALE THE DRAWINGS. CONTRACTOR TO CHECK SITE DIMENSIONS PRIOR TO TENDER SUBMISSION AND CONSTRUCTION.

REVISION SCHEDULE

No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26

STAMP:



739B Arlington Park Pl,  
Kingston, Ontario K7M 8M8  
O: 613 539-4199  
F: 613 653-9424

PROJECT:

STORAGE GARAGE FOR RAINY RIVER DISTRICT  
SOCIAL SERVICES ADMINISTRATION BOARD  
737 Scott Street, Fort Frances

PROJECT NO. 19-024

SHEET NAME:  
LEGEND AND MAST DETAIL

DRAWN BY: MJ CHECKED BY: CDM

REVISION: 0 2019-06-26

SCALE: As indicated

E001

AGENDA ITEM #6.1

OUTDOOR LIGHTING LOADS  
OR MULTI-POLE CONTACTOR  
AS REQUIRED

LOAD POWER

NEUTRAL

HOT / LINE

OUTDOOR  
PHOTOCONTROL

365-DAY ASTRONOMIC  
ELECTRONIC CONTROL  
IN ELECTRICAL ROOM

NC

NO

COM

SEQUENCE OF OPERATION

EXTERIOR LIGHTING CONTROL TO BE AUTOMATICALLY CONTROLLED IN ACCORDANCE WITH THE LATEST APPLICABLE ASHRAE 90.1 FOR EXTERIOR LIGHTING CONTROL COMPLETE WITH **HAND-OFF-AUTO SWITCH**. PHOTO-CONTROL TO TURN LUNINAIRES ON DURING ALL LOW LIGHT CONDITIONS. 365-DAY ASTRONOMIC ELECTRONIC CONTROL TO TURN ALL OUTDOOR LIMINAIRES OFF BETWEEN MIDNIGHT OR BUSINESS CLOSING, WHICHEVER IS LATER, AND BACK ON AT 6AM OR BUSINESS OPENING, WHICHEVER IS EARLIER. THE ABILITY TO BE ADJUSTED FOR NECESSARY SECURITY MEASURES AND AHJ'S ESTABLISHED REQUIREMENTS IS REQUIRED.

INCOMING OVERHEAD ELECTRICAL  
SERVICE FROM POLE

OUTSIDE

METER SOCKET &  
PHONE CONNECTION

STORAGE ROOM

SERVICE ENTRANCE  
RATED DISCONNECT  
DSW-1

200A  
120/240V  
1Ph, 3W

P1-A  
200A  
120/240V  
1Ph, 3W  
10.KAIC

200A  
1Ph

1. DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS STAMPED BY A PROFESSIONAL ENGINEER WITH THE LATEST APPROVED DRAWING SET MARKED "ISSUED FOR CONSTRUCTION".

2. ANY ERRORS OR OMISSIONS SHALL BE REPORTED IN WRITING TO C.D. MARTYN ENGINEERING LTD. PRIOR TO PROCEEDING.

3. DRAWINGS ARE THE PROPERTY OF THE ENGINEER OF RECORD. DO NOT REPRODUCE DRAWINGS WITHOUT PERMISSION OF THE ENGINEER OF RECORD.

4. DRAWINGS ARE NOT TO SCALE. DO NOT SCALE THE DRAWINGS. CONTRACTOR TO CHECK SITE DIMENSIONS PRIOR TO TENDER SUBMISSION AND CONSTRUCTION.

REVISION SCHEDULE

No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26

Panel: P1-A

Location: Storage

Mounting: Surface

Voltage: 120/240 Single

Phases: 1

Wires: 3

K.A.I.C. Rating: 10

Mains Type: Breaker

Minimum Mains Rating: 200 A

MCB Rating: 200 A

Wire Size	Circuit Description	Type	Trip	Pole	CCT#	A		B		CCT#	Pole	Trip	Type	Circuit Description	Wire Size
	Lighting & Exit Signs		15 A	1	1	66 VA	108 VA			2	1	15 A		Exterior Lighting	
	UH-1 - Furniture Storage		15 A	1	3			155 VA	360 VA	4	1	15 A		Receptacles - Furniture Storage	
	Receptacles - Furniture Storage		15 A	1	5	360 VA	1800 VA			6	1	20 A		Exterior Receptacle	
	Exterior Receptacle		20 A	1	7			1800 VA	1800 VA	8	1	20 A		Exterior Receptacle	
	Receptacles - Furniture Storage		15 A	1	9	360 VA	155 VA			10	1	15 A		UH-2 - Storage	
	UH-3 - Storage		15 A	1	11			155 VA	180 VA	12	1	15 A		Receptacles - Storage	
	Overhead Recept. - Furniture Storage		15 A	1	13	180 VA	0 VA			14	1	15 A		Other	
	OHD-2 - Storage		15 A	1	15			200 VA	360 VA	16	1	15 A		Receptacles - Storage	
	OHD-1 - Storage		15 A	1	17	200 VA				18					
	Receptacles - Storage		15 A	1	19			360 VA	360 VA	20	1	15 A		Receptacles - Storage	
	Receptacles - Storage		15 A	1	21	360 VA				22					
					23					24					
	Receptacles - Storage		15 A	1	25	360 VA				26					
					27					28					
	Receptacles - Storage		15 A	1	29	360 VA				30					
					31					32					
	Receptacles - Furniture Storage		15 A	1	33	360 VA				34					
					35					36					
					37		0 VA			38	1	15 A		Spare	--
--	Spare		15 A	1	39			0 VA	0 VA	40	1	15 A		Spare	--
--	Spare		15 A	1	41	0 VA	0 VA			42	1	15 A		Spare	--
						6469 VA		5730 VA							
						Total Amps: 54 A		48 A							
Minimum #12 Copper Wire U.N.O.						New Circuits - BLACK		Existing...		GFI = Ground Fault Protection AFI = Arc Fault Protection					

STAMP:

C.D. Martyn  
ENGINEERING LTD

739B Arlington Park Pl,  
Kingston, Ontario K7M 8M8  
O: 613 539-4199  
F: 613 653-9424

PROJECT:

STORAGE GARAGE FOR RAINY RIVER DISTRICT  
SOCIAL SERVICES ADMINISTRATION BOARD

737 Scott Street, Fort Frances

PROJECT NO.

19-024

SHEET NAME:

SINGLE LINE DIAGRAM & PANEL SCHEDULE

DRAWN BY: MJ

CHECKED BY: CDM

REVISION:

0 2019-06-26

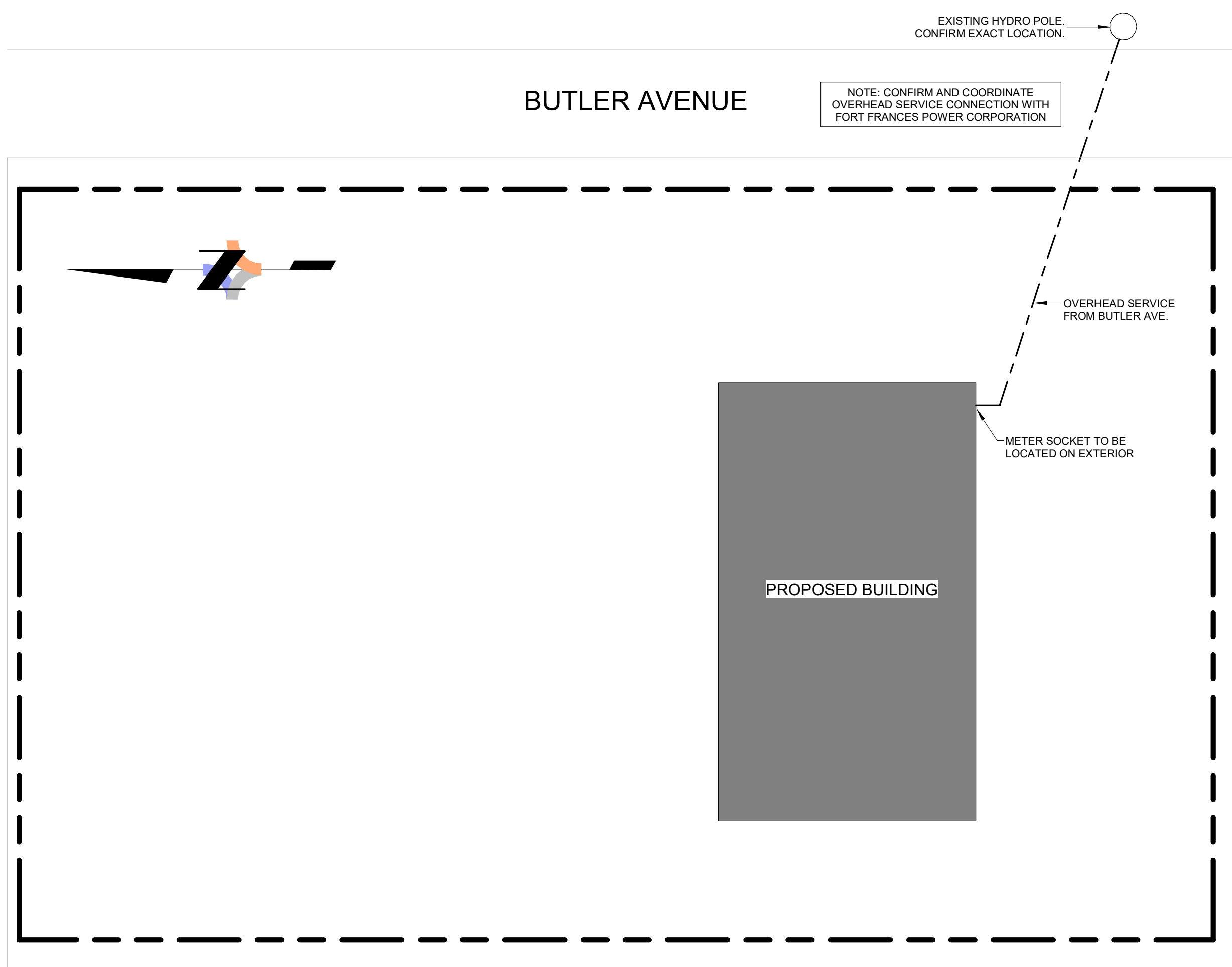
SCALE:

As indicated

AGENDA ITEM #6.1

E002

Page 39 of 99



EXISTING HYDRO POLE.  
CONFIRM EXACT LOCATION.

NOTE: CONFIRM AND COORDINATE  
OVERHEAD SERVICE CONNECTION WITH  
FORT FRANCES POWER CORPORATION

OVERHEAD SERVICE  
FROM BUTLER AVE.

METER SOCKET TO BE  
LOCATED ON EXTERIOR

PROPOSED BUILDING

- 1. DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS STAMPED BY A PROFESSIONAL ENGINEER WITH THE LATEST APPROVED DRAWING SET MARKED "ISSUED FOR CONSTRUCTION".
- 2. ANY ERRORS OR OMISSIONS SHALL BE REPORTED IN WRITING TO C.D. MARTYN ENGINEERING LTD. PRIOR TO PROCEEDING.
- 3. DRAWINGS ARE THE PROPERTY OF THE ENGINEER OF RECORD. DO NOT REPRODUCE DRAWINGS WITHOUT PERMISSION OF THE ENGINEER OF RECORD.
- 4. DRAWINGS ARE NOT TO SCALE. DO NOT SCALE THE DRAWINGS. CONTRACTOR TO CHECK SITE DIMENSIONS PRIOR TO TENDER SUBMISSION AND CONSTRUCTION.

REVISION SCHEDULE

No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26

STAMP:



739B Arlington Park Pl,  
Kingston, Ontario K7M 8M8  
O: 613 539-4199  
F: 613 653-9424

PROJECT:

STORAGE GARAGE FOR RAINY RIVER DISTRICT  
SOCIAL SERVICES ADMINISTRATION BOARD  
737 Scott Street, Fort Frances

PROJECT NO. 19-024

SHEET NAME:  
SITE PLAN

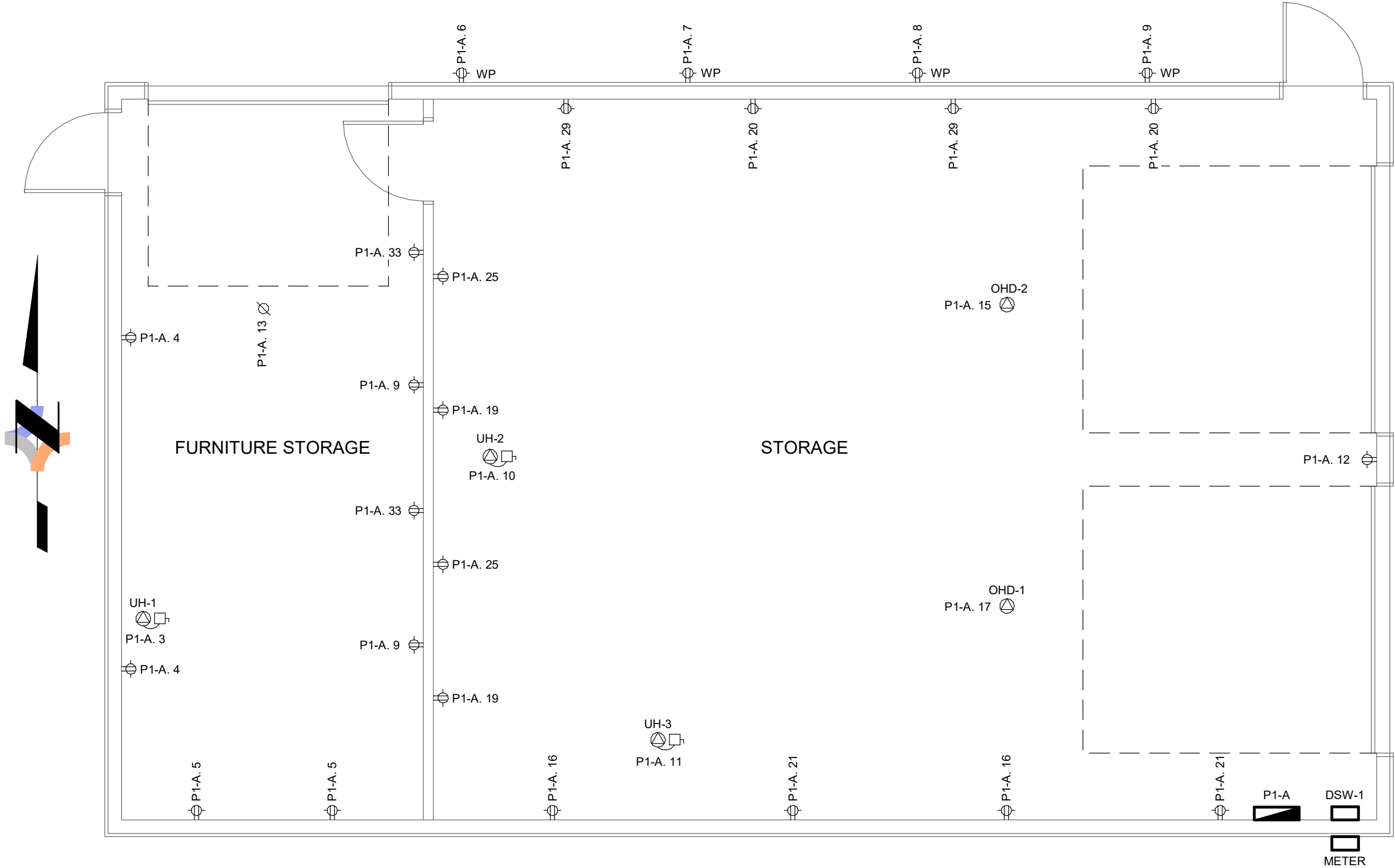
DRAWN BY: MJ CHECKED BY: C.D.M.

REVISION: 0 2019-06-26

SCALE: 3/32" = 1'-0"

E003

AGENDA ITEM #6.1



1. DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS STAMPED BY A PROFESSIONAL ENGINEER WITH THE LATEST APPROVED DRAWING SET MARKED "ISSUED FOR CONSTRUCTION".
2. ANY ERRORS OR OMISSIONS SHALL BE REPORTED IN WRITING TO C.D. MARTYN ENGINEERING LTD. PRIOR TO PROCEEDING.
3. DRAWINGS ARE THE PROPERTY OF THE ENGINEER OF RECORD. DO NOT REPRODUCE DRAWINGS WITHOUT PERMISSION OF THE ENGINEER OF RECORD.
4. DRAWINGS ARE NOT TO SCALE. DO NOT SCALE THE DRAWINGS. CONTRACTOR TO CHECK SITE DIMENSIONS PRIOR TO TENDER SUBMISSION AND CONSTRUCTION.

REVISION SCHEDULE		
No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26

STAMP:



739B Arlington Park Pl,  
Kingston, Ontario K7M 8M8  
O: 613 539-4199  
F: 613 653-9424

PROJECT:  
STORAGE GARAGE FOR RAINY RIVER DISTRICT  
SOCIAL SERVICES ADMINISTRATION BOARD  
737 Scott Street, Fort Frances

PROJECT NO. 19-024

SHEET NAME:  
GROUND FLOOR POWER & SYSTEMS PLAN

DRAWN BY: MJ      CHECKED BY: CDM

REVISION: 0 2019-06-26

SCALE: 1/4" = 1'-0"

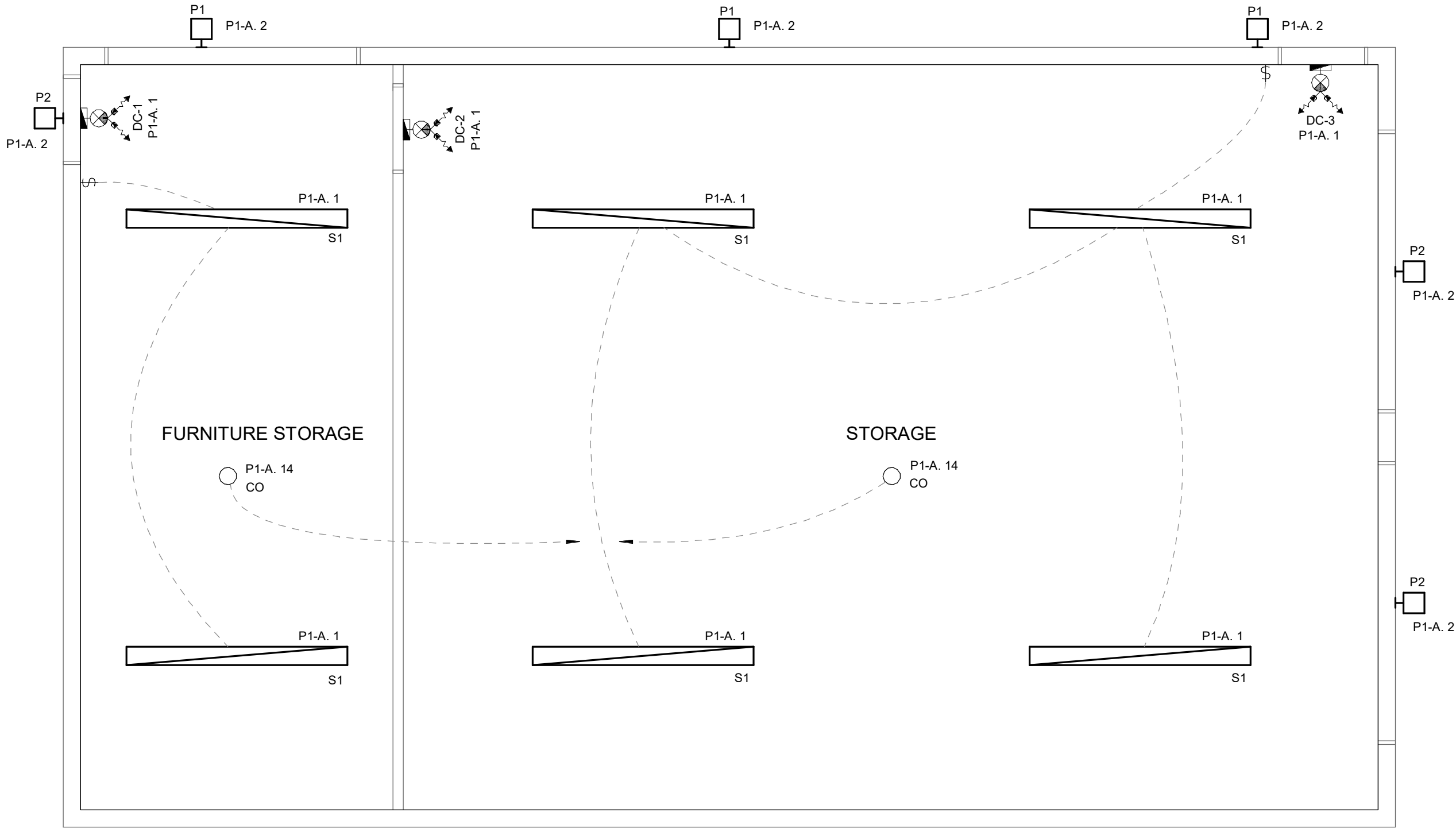
E100

AGENDA ITEM #6.1

1

GROUND FLOOR POWER AND SYSTEMS PLAN

Scale: 1/4" = 1'-0"



1. DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS STAMPED BY A PROFESSIONAL ENGINEER WITH THE LATEST APPROVED DRAWING SET MARKED "ISSUED FOR CONSTRUCTION".
2. ANY ERRORS OR OMISSIONS SHALL BE REPORTED IN WRITING TO C.D. MARTYN ENGINEERING LTD. PRIOR TO PROCEEDING.
3. DRAWINGS ARE THE PROPERTY OF THE ENGINEER OF RECORD. DO NOT REPRODUCE DRAWINGS WITHOUT PERMISSION OF THE ENGINEER OF RECORD.
4. DRAWINGS ARE NOT TO SCALE. DO NOT SCALE THE DRAWINGS. CONTRACTOR TO CHECK SITE DIMENSIONS PRIOR TO TENDER SUBMISSION AND CONSTRUCTION.

REVISION SCHEDULE		
No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26

STAMP:



739B Arlington Park Pl,  
Kingston, Ontario K7M 8M8  
O: 613 539-4199  
F: 613 653-9424

PROJECT:

STORAGE GARAGE FOR RAINY RIVER DISTRICT  
SOCIAL SERVICES ADMINISTRATION BOARD  
737 Scott Street, Fort Frances

PROJECT NO. 19-024

SHEET NAME:  
GROUND FLOOR REFLECTIVE CEILING PLAN

DRAWN BY: MJ CHECKED BY: CDM

REVISION: 0 2019-06-26

SCALE: 1/4" = 1'-0"

E201

AGENDA ITEM #6.1

# 1 MAIN FLOOR REFLECTIVE CEILING PLAN

Scale: 1/4" = 1'-0"

## LUMINAIRE SCHEDULE

TYPE	MANUFACTURER	MODEL	COUNT
P1	COOPER LIGHTING	AXCS4ARL-GRF	3
P2	COOPER LIGHTING	XTOR1BW	3
S1	COOPER LIGHTING	8SLSTP11040DD-UNV	6

## EXIT SIGN AND EMERGENCY LIGHT SCHEDULE

DC CIRCUIT	FIXTURE TYPE	MANUFACTURER	MODEL	COUNT	WATTAGE	TOTAL
DC-1	COMBO BATTERY/ DUAL LIGHT HEAD	EMERGI-LITE	EAC1W1250 2 LJU	1	14.5 W	14.5 W
DC-2	COMBO BATTERY/ DUAL LIGHT HEAD	EMERGI-LITE	EAC1W1250 2 LJU	1	14.5 W	14.5 W
DC-3	COMBO BATTERY/ DUAL LIGHT HEAD	EMERGI-LITE	EAC1W1250 2 LJU	1	14.5 W	14.5 W





## SAULTEAUX CONSULTING & ENGINEERING

Tel: (807) 274-7114  
Fax: (807) 274-7730  
Head Office: 1455 Idylwild Drive, Nanicost Building  
Mail: Site 206-207 RR #2, Fort Frances, ON, P9A 3M3

February 22, 2021

### Rainy River District Social Services Administration Board (RRDSAB)

Scott Street Storage Bldg

737 Scott Street, Fort Frances, Ontario

### STORM WATER MANAGEMENT PLAN – REV1

#### 1.0 General

RRDSAB propose to construct a 124.9 m<sup>2</sup> single storey slab on-grade building on their property at 737 Scott Street.

TOFF require RRDSAB to provide a Storm Water Management Plan (SWMP) to demonstrate how the flows discharging from the property corresponding to the 50 year rain event do not exceed the existing flows corresponding to the 2 year rain event. This design brief outlines how this is achieved through the provision of an on-site stormwater retention swale. This submission supersedes the SWMP submission dated August 6, 2020 as additional parking was requested by RRDSAB.

#### 2.0 Pre-development Site Conditions and Drainage Patterns

The property at 737 Scott Street has a frontage of 24.38 m and a depth of 40.04 m. TBT Engineering completed a topographic survey of the site which is provided as Attachment #1.

The total property area is 976.17 m<sup>2</sup>. Open landscaped areas (soft surfaces) total 976.17 m<sup>2</sup> (100%). There were no hard surfaces within the property prior to development.

The property has two driveways off Butler Avenue. The northern one is 3.0 m +/- wide and will be removed and replaced by a larger one as parking is desired along the north side of the building which will block traffic entering the lot. The southern one is 6 m +/- and will not be reused.

The site is uneven and water from the site eventually end up in the gutter along Scott Street or Butler avenue via various low spots and then finds its way to the TOFF storm water sewer system.

#### 3.0 Pre-development - 2 Year Storm Peak Flow

The pre-development 2 year storm peak flow is determined using the Rational Method equation

$$Q = 2.78 C i A$$

Where:

$Q =$  Flow, L/s

$C =$  Rational method runoff coefficient = 0.3  
100% X 0.3(soft surfaces) + 0% X 0.9 (hard surfaces)

$A =$  Catchment area, ha = 0.097 ha

$i =$  Rainfall intensity (mm/hr) = 59 mm/hr from MTO IDF Curve Lookup (Attachment # 2)  
corresponding to the time of concentration 15 minutes which is typical for vacant soft surfaced residential lots.

The existing site 2 year peak flow to the storm water sewer system is **4.77 L/S**.

#### **4.0 Post Development - 50 Year Storm Peak Flow**

In order to limit flows from the site to 4.77 L/s for the 50 year storm a storm water storage facility will be required.

Drawing SP-1 in attachment #3 shows the proposed site plan. The property will have hard surfaces of 531.7 m<sup>2</sup> (55% of total area) corresponding to the building and asphalt driveways and aprons. The balance of the property will be grass/soft surfaces (45% of total area).

The 50 year storm peak flow generated from the post developed property is estimated to be 33.1 L/s using the Rational Method as follows:

$$Q = 2.78 C i A$$

Where:

$Q =$  Flow, L/s

$C =$  Rational method runoff coefficient = 0.63  
45% X 0.3(soft surfaces) + 55% X 0.9 (hard surfaces)  
1.2 X 0.63 will be used in the equation as runoff is higher for the 50 year event

$A =$  Catchment area, ha = 0.097 ha

$i =$  Rainfall intensity (mm/hr) = 162.3 mm/hr from MTO IDF Curve Lookup (Attachment # 2)  
corresponding to the time of concentration 10 minutes which is typical for developed residential lots.

#### **5.0 50 year storm on-site storage volume determination**

The pre-development peak flow for the 2 year storm is 4.77 L/s.



The post development peak flow for 50 year storm is 33.1 L/s.

The onsite storage volume is determined using the Bowstring Method. The table in Attachment 4 outlines that 19.2 m<sup>3</sup> of on-site storage is required in order to accommodate the runoff from the 50 year storm while limiting the discharge to 4.77 L/s (2 year storm pre-development runoff). The peak storage volume will be reached after 30 minutes then will begin to recede.

#### **5.0 Proposed Site Grading and Stormwater Retention Swale**

Attachment #3 contains drawing SP-1 which shows how the swale will be constructed and graded to capture water from the property. In order to ensure the swale is properly sized it will be necessary to increase the grades just inside the south and west property lines to eliminate runoff not attributable to the RRDSAB property. This will ensure sizing and operation of the storm water storage facility is not adversely affected.

The swale will be 2.4 meters wide on the north and west sides and 4 meters wide on the south side and constructed with a grade of 0.3%. The swale and embankments will be sodded. Other areas outside of the swale requiring grading to direct water to the swale will receive topsoil and seed.

The swale will be sloped to the south east corner of the property where a 900 mm diameter catch basin will be installed. Details regarding the catch basin installation are provided on Drawing SP-2 which is provided in Attachment #3. A 100 mm diameter PVC pipe will be installed at an elevation of 39.62 meters from the swale to the catch basin barrel to limit flows to 4.77 L/s for event up to the 50 year storm event. The catchbasin cover will have a rim elevation of 39.90 m and when this elevation is reached, storm events greater than the 50 year event will overflow to the catchbasin via a grated cover. The catchbasin will be connected to the Town of Fort Frances' 600 mm diameter stormwater sewer located in the Butler Avenue Right of Way reportedly just west of the west curb.

TOFF will have to be contacted regarding coordination of proposed works shown on drawings SP-1 and SP-2 which are required within the Butler Avenue road allowance and costs for same.

Prepared by:



Cliff Carriere, P.Eng.  
Principal/Senior Engineer



**SAULTEAUX CONSULTING**  
**& ENGINEERING**

RRDSAB – 737 Scott Street Storage Building  
SWMP – Updated Feb 22, 2021

---

ATTACHMENT 1

TBT Engineering Surveyor's Certificate

PLAN OF SURVEY OF  
PART OF LOTS 403 AND 404  
ALBERTON TOWN PLOT  
TOWN OF FORT FRANCES  
DISTRICT OF RAINY RIVER

SCALE - 1:200



NOTES

BEARINGS ARE GRID, DERIVED FROM OBSERVATION REFERENCE POINTS A AND B, BY REAL TIME KINEMATIC (RTK) OBSERVATIONS, UTM ZONE 15, NAD83 (CSRS)(2010).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999561.

LEGEND

- DENOTES A PLANTED SURVEY MONUMENT
- DENOTES A FOUND SURVEY MONUMENT
- SIB DENOTES STANDARD IRON BAR
- IB DENOTES IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- 748 DENOTES D.F. WALTON, O.L.S.
- 1011 DENOTES H.A. SMITH, O.L.S.
- P1 DENOTES SURVEY TOWN PLOT OF ALBERTON
- BM DENOTES BENCH MARK
- DEED DENOTES DESCRIPTION IN PIN 56018-2087
- FH DENOTES FIRE HYDRANT
- MH DENOTES MAN HOLE
- WV DENOTES WATER VALVE
- PIN DENOTES PROPERTY IDENTIFICATION NUMBER
- // DENOTES NOT TO SCALE

ELEVATION NOTE

ELEVATIONS SHOWN ON THIS PLAN ARE GEODETIC CGVD28, ESTABLISHED FROM GPS OBSERVATIONS USING NATURAL RESOURCES CANADA, PRECISE POINT POSITIONING SERVICE.

NATURAL RESOURCES CANADA GEOID MODEL HTV2.0 HAS BEEN APPLIED TO GENERATE GEODETIC ELEVATIONS.

METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048. AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
  - THE SURVEY WAS COMPLETED ON THE 28th DAY OF NOVEMBER, 2019.

2020/01/21  
DATE

*Peter de Haan*  
PETER de HAAN  
ONTARIO LAND SURVEYOR

ASSOCIATION OF ONTARIO  
LAND SURVEYORS  
PLAN SUBMISSION FORM  
2103932

THIS PLAN IS NOT VALID  
UNLESS IT IS AN EMBOSSED  
ORIGINAL COPY  
ISSUED BY THE SURVEYOR  
In accordance with  
Regulation 1026, Section 29(3).

NOTE

CURB CUTS IDENTIFIED FROM IMAGERY, BUT BURIED BY SIGNIFICANT SNOW BANKS. DIMENSIONS SCALED FROM IMAGERY, TO BE VERIFIED IN SPRING.

ROTATIONS APPLIED TO PLAN BEARINGS FOR BEARING COMPARISONS	
PLAN	ROTATION
P1	0°21'40" CLOCKWISE

**TBT ENGINEERING**  
CONSULTING GROUP  
TBT SURVEYORS INC. - A WHOLLY OWNED SUBSIDIARY OF TBT ENGINEERING LIMITED

255 SCOTT STREET, FORT FRANCES, ON P9A 1G8  
T: (807) 274-4504 F: (807) 624-5161 www.tbte.ca

DRAWN BY: H.W.	CHECKED BY: P.deH.	PROJECT No. 19-836	DATED: 2019/12/18
DWG. No.: File: Y:\Projects\2019\19-836 R0055AB\Microsurvey\19-836 R0055AB Topo.dwg			

RRDSAB – 737 Scott Street Storage Building  
SWMP – Updated Feb 22, 2021

---

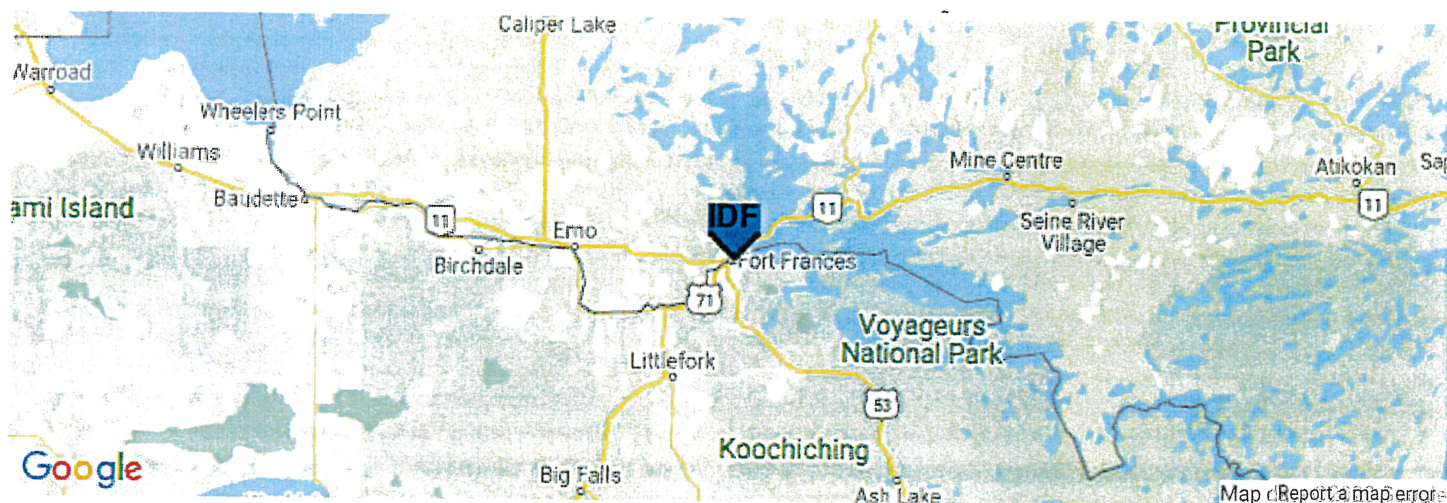
ATTACHMENT #2

RAINFALL IDF CURVE

## Active coordinate

48° 36' 45" N, 93° 22' 44" W (48.612500,-93.379167)

Retrieved: Fri, 31 Jul 2020 18:41:02 GMT



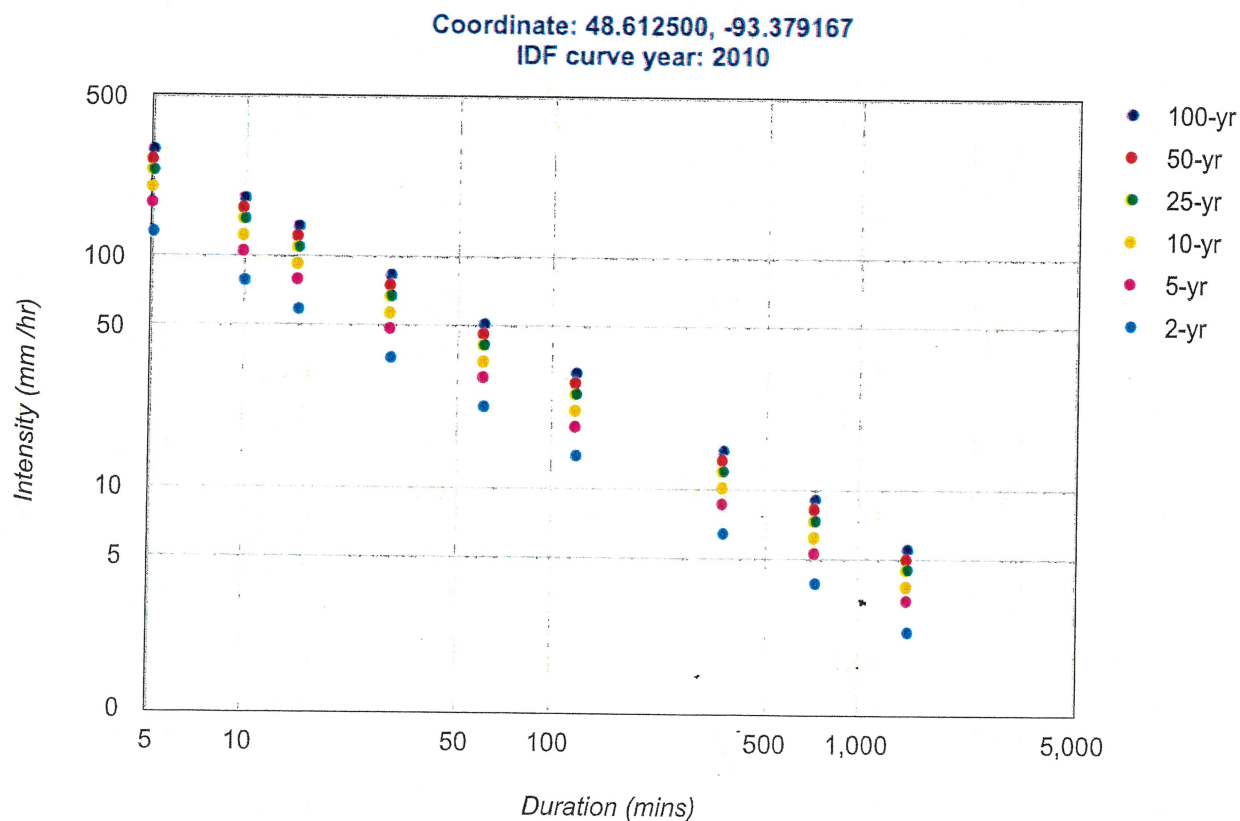
### Location summary

These are the locations in the selection.

**IDF Curve:** 48° 36' 45" N, 93° 22' 44" W (48.612500,-93.379167)

### Results

An IDF curve was found.





**Coefficient summary**

IDF Curve: 48° 36' 45" N, 93° 22' 44" W (48.612500,-93.379167)

Retrieved: Fri, 31 Jul 2020 18:41:02 GMT

Data year: 2010

IDF curve year: 2010

Return period	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
A	22.4	30.1	35.2	41.6	46.4	51.1
B	-0.699	-0.699	-0.699	-0.699	-0.699	-0.699

**Statistics****Rainfall intensity (mm hr<sup>-1</sup>)**

Duration	5-min	10-min	15-min	30-min	1-hr	2-hr	6-hr	12-hr	24-hr
2-yr	127.2	78.4	59.0	36.4	22.4	13.8	6.4	3.9	2.4
5-yr	171.0	105.3	79.3	48.9	30.1	18.5	8.6	5.3	3.3
10-yr	199.9	123.2	92.8	57.1	35.2	21.7	10.1	6.2	3.8
25-yr	236.3	145.6	109.6	67.5	41.6	25.6	11.9	7.3	4.5
50-yr	263.6	162.3	122.3	75.3	46.4	28.6	13.3	8.2	5.0
100-yr	290.2	178.8	134.7	83.0	51.1	31.5	14.6	9.0	5.5

**Rainfall depth (mm)**

Duration	5-min	10-min	15-min	30-min	1-hr	2-hr	6-hr	12-hr	24-hr
2-yr	10.6	13.1	14.8	18.2	22.4	27.6	38.4	47.3	58.3
5-yr	14.2	17.6	19.8	24.4	30.1	37.1	51.6	63.6	78.3
10-yr	16.7	20.5	23.2	28.6	35.2	43.4	60.4	74.4	91.6
25-yr	19.7	24.3	27.4	33.8	41.6	51.3	71.3	87.9	108.3
50-yr	22.0	27.1	30.6	37.7	46.4	57.2	79.6	98.0	120.8
100-yr	24.2	29.8	33.7	41.5	51.1	63.0	87.6	108.0	133.0

**Terms of Use**

You agree to the [Terms of Use](#) of this site by reviewing, using, or interpreting these data.

[Ontario Ministry of Transportation](#) | [Terms and Conditions](#) | [About](#)

Last Modified: September 2016

RRDSAB – 737 Scott Street Storage Building  
SWMP – Updated Feb 22, 2021

---

ATTACHMENT #3

Drawing SP-1 – Site Plan  
Drawing SP-2 – Site Plan Details

DRAWING LEGEND	
###	PROPOSED GRADE
+	EXISTING GRADE
++	50mm HL4 OVER 100MM GRAN 'A' AND 300mm GRAN. 'B' (BOTH COMPACTED TO 97% MDD) EXTENDING 300mm BEYOND ASPH. APRON OUTLINE
+	SOD OVER 50mm TOPSOIL
.	100mm TOPSOIL & SEED



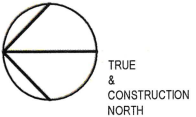
- DRAWINGS NOTES:**
- PROPOSED ARE FINISHED GRADES. REFER TO LEGEND TO DETERMINE EXCAVATION REQUIREMENTS
  - REFER TO DRAWING SP-2 FOR DETAILS AND GENERAL NOTES
  - ALL SURPLUS EXCAVATED MATERIALS TO BE HAULED OFF SITE.

1  
SP-1  
SITE PLAN  
SCALE: 1:150



SAULTEAUX CONSULTING & ENGINEERING

SITE 206-207 RR#2  
FORT FRANCES, ONTARIO  
P9A 3M3  
1-807-274-7114



SCOTT STREET  
STORAGE BUILDING

737 SCOTT STREET, FORT FRANCES

SHEET TITLE:

SITE PLAN

SCALE: AS SHOWN  
DRAWN BY: MD  
CHECKED BY: 1903  
PROJECT NO.:  
REVISION NO.:  
PROJECT START DATE: 2020-01-01  
SHEET NO.

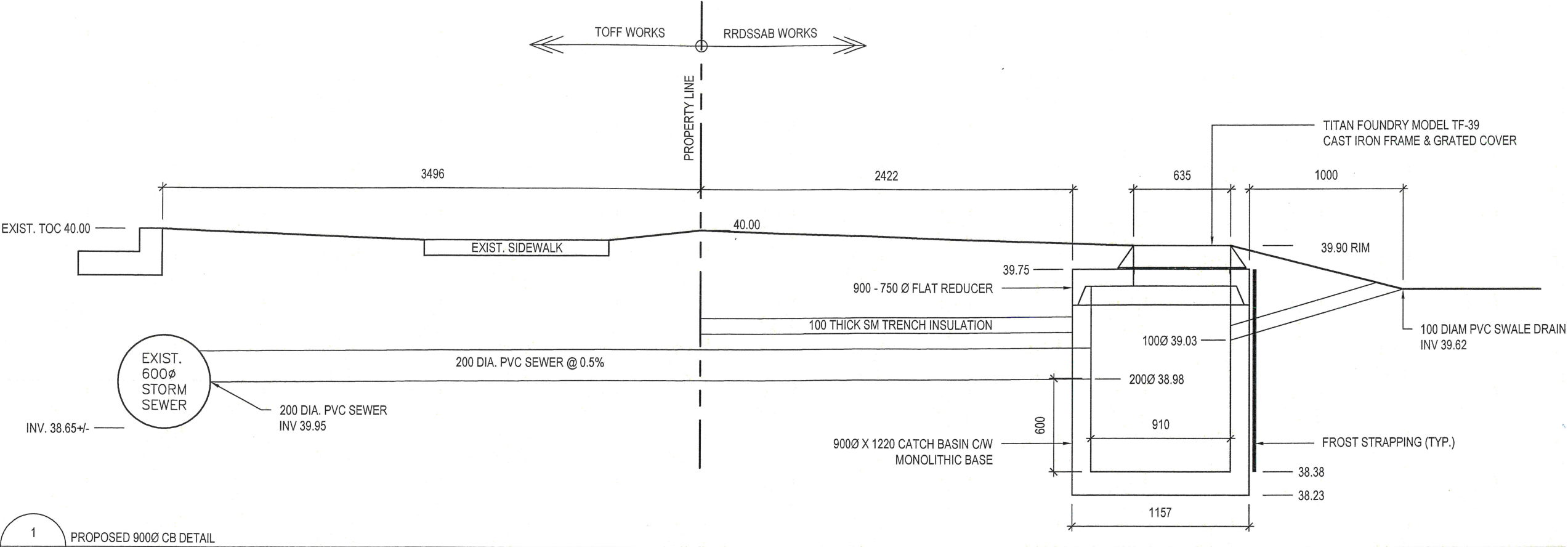
SP-1

APPENDIX ITEM #61





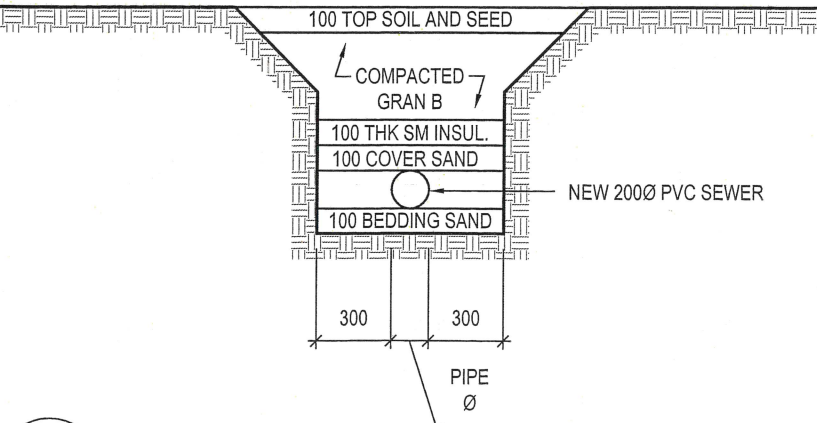
SAULTEAUX CONSULTING &  
ENGINEERING  
SITE 206-207 RR#2  
FORT FRANCES, ONTARIO  
P9A 3M3  
1-807-274-7114



1  
SP-2  
PROPOSED 900Ø CB DETAIL  
SCALE: NTS

TRENCH NOTES:

1. ALL SAND & GRANULAR FILL TO BE COMPACTED TO 98% MDD.
2. THE BEDDING SAND & GRANULAR FILL MATERIALS SPECIFICATIONS FOR THE PIPE TRENCH, ALSO APPLY TO THE CATCH BASIN.



2  
SP-2  
TRENCH DETAIL (TYP.)  
SCALE: NTS



GENERAL NOTES:

1. CONTACT HYDRO, RELIANCE GAS, TOFF BELL, SHAW ETC, FOR UTILITY LOCATES PRIOR TO COMMENCING ANY WORK.
2. TOWN OF FORT FRANCES (TOFF) TO BE CONTACTED REGARDING COSTS FOR WORKS WITHIN BUTLER AVENUE RIGHT OF WAY ALLOWANCE (DRIVEWAYS, SIDEWALKS, SEWER WORKS).
3. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH TOFF & MOL REG'S, GUIDELINES & STANDARDS. CONTRACTOR SHALL SATISFY ALL REQUIREMENTS OF OCCUPATIONAL HEALTH & SAFETY ACT.
4. CONTRACTOR SHALL PROVIDE WSIB CERTIFICATE OF GOOD STANDING PRIOR TO COMMENCING WORK.
5. CONTRACTOR SHALL PROVIDE SHOP DRAWING SUBMISSIONS FOR ALL PROPOSED MATERIALS FOR REVIEW BY OWNER PRIOR TO ORDERING.
6. SEWER PIPE. SDR 35 PVC BELL & SPIGOT JOINTS C/W INTEGRAL RUBBER GASKET. ACCEPTABLE PRODUCT ROYAL FLEXLOX OR APPROVED EQUAL.
7. PRECAST CONCRETE CATCH BASIN C/W INTEGRAL PIPE GASKETS FOR 200 DIA. SEWER, BITUMINOUS GASKETS, FROST STRAPS, AND SEWER OUTLET HOOD C/W PIN. ACCEPTABLE PRODUCT/SUPPLIER LAFARGE CANADA OR APPROVED EQUAL.
8. CAST IRON FRAMES & COVERS. ACCEPTABLE PRODUCT TITAN FOUNDRY MODEL TF-39 OR APPROVED EQUAL.

1	ISSUED FOR SPA	20-08-06
NO.	DESCRIPTION	DATE
REVISIONS		
SCOTT STREET STORAGE BUILDING		
737 SCOTT STREET, FORT FRANCES		
SHEET TITLE:		
SITE PLAN DETAILS		
SCALE: AS SHOWN		
DRAWN BY:	MD	
CHECKED BY:		
PROJECT NO.:	19-0	
REVISION NO.:		
PROJECT START DATE:	2020-01	
SHEET NO.		

SP-2

RRDSAB – 737 Scott Street Storage Building  
SWMP – Updated Feb 22, 2021

---

ATTACHMENT #4

50 YEAR STORM ON-SITE STORAGE CALCULATION

22-Feb-21

RRDSSAB - Storage Garage

737 Scott Street, Fort Frances, Ontario

**50 Year Storm On-site Storage Calculation**
**SAULTEAUX CONSULTING  
& ENGINEERING**

Area = 0.097 ha

 $C_{50 \text{ year storm}} = C \times 1.2 = 0.63 \times 1.2 = 0.756$ 

Allowable Outflow flow rate = 4.8 L/s

Time T (min)	Rainfall Intensity i (mm/hr)	Peak Flow Q <sub>p</sub> (m <sup>3</sup> /s)	Inflow Volume V <sub>in</sub> (m <sup>3</sup> )	Outflow Volume V <sub>out</sub> (m <sup>3</sup> )	Storage Volume V <sub>storage</sub> (m <sup>3</sup> )
	$815.3 * (\text{time})^{-0.70}$	$0.0028C_iA$	$Q_p * T * 60 \text{ s/min}$	$4.8 \text{ L/s} * T * 60 \text{ s/min}$	$V_{in} - V_{out}$
10	162.6398171	0.033394769	20.03686115	2.88	17.15686115
15	122.451186	0.025142853	22.62856774	4.32	18.30856774
20	100.1165511	0.020556891	24.66826967	5.76	18.90826967
25	85.63846437	0.017584112	26.37616745	7.2	19.17616745
30	75.37754678	0.015477242	27.85903475	8.64	19.21903475
35	67.66736203	0.013894112	29.177636	10.08	19.097636
40	61.62896628	0.012654251	30.37020239	11.52	18.85020239
45	56.75160097	0.011652784	31.46251552	12.96	18.50251552
50	52.71665849	0.01082429	32.4728712	14.4	18.0728712
55	49.31431382	0.010125688	33.41477149	15.84	17.57477149
60	46.4003228	0.00952736	34.298495	17.28	17.018495
65	43.87200954	0.009008222	35.13206646	18.72	16.41206646
70	41.65414737	0.008552829	35.92188355	20.16	15.76188355
75	39.69026447	0.008149586	36.67313758	21.6	15.07313758
80	37.93707877	0.007789605	37.390105	23.04	14.350105
85	36.36081669	0.007465952	38.07635492	24.48	13.59635492
90	34.93470824	0.00717313	38.73490021	25.92	12.81490021
95	33.63723997	0.006906721	39.36830986	27.36	12.00830986
100	32.45090979	0.006663132	39.97879396	28.8	11.17879396
105	31.36132245	0.006439408	40.56826911	30.24	10.32826911
110	30.35652098	0.006233092	41.13840924	31.68	9.458409245
115	29.42648502	0.006042128	41.69068595	33.12	8.570685951
120	28.5627491	0.005864778	42.2264005	34.56	7.6664005

## TOWN OF FORT FRANCES

## BY-LAW NO. XXXX

(Being a by-law to rename roads within the Town of Fort Frances – Colonization Road East & Colonization Road West)

**WHEREAS** by resolution passed December 14, 2020 Council of the Town of Fort Frances agreed with the recommendation of the Planning and Development executive Committee to develop a road naming/renaming policy, develop consultation and educational information for distribution with the first 2021 tax bill, research and estimate operational costs associated and further research the process involved with local service provider in the event of road name changes;

**AND WHEREAS** by resolution passed January 11, 2021 Council approved an informational brochure on the renaming of Colonization Road East and Colonization Road West for distribution to Town residents with the first tax bill of 2021, and further requested that a road naming/renaming policy be completed and approved prior to formally considering changing the names of Colonization Road East and Colonization Road West;

**AND WHEREAS** by resolution passed on February 8, 2021 Council approved a Street Naming and Renaming Policy;

**AND WHEREAS** by resolution passed on March 22, 2021 Council declared their intent to rename Colonization Road East and Colonization Road West as outlined in the Street Naming and Renaming Policy, and further authorized administration to provide Notice of Public Meeting to initiate the 30-day consultation period as per section 8.1 of the Street Naming and Renaming Policy and further declared that once the names have been changed a public education component will be developed which will explain the process and history;

**AND WHEREAS** public notice regarding the consultation period and public meeting for the renaming of Colonization Road East and Colonization Road West was provided by mail, newspaper, social media, and Town website on March 25, 2021;

**AND WHEREAS** an open public meeting was held on April 26, 2021 where no members of the public spoke to the proposed name change;

**AND WHEREAS** by resolution passed on May 10, 2021 Council approved a report with respect to changing the names of Colonization Road East and Colonization Road West.

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

1. That Colonization Road East be renamed to Agamiing Drive (See Schedule “A”);
2. That Colonization Road West be renamed to Sunset Drive (See Schedule “B”); and
3. **That this by-law shall come into force and take effect on January 1, 2022.**

READ THREE TIMES and finally passed in open Council this 25th day of May, 2021.





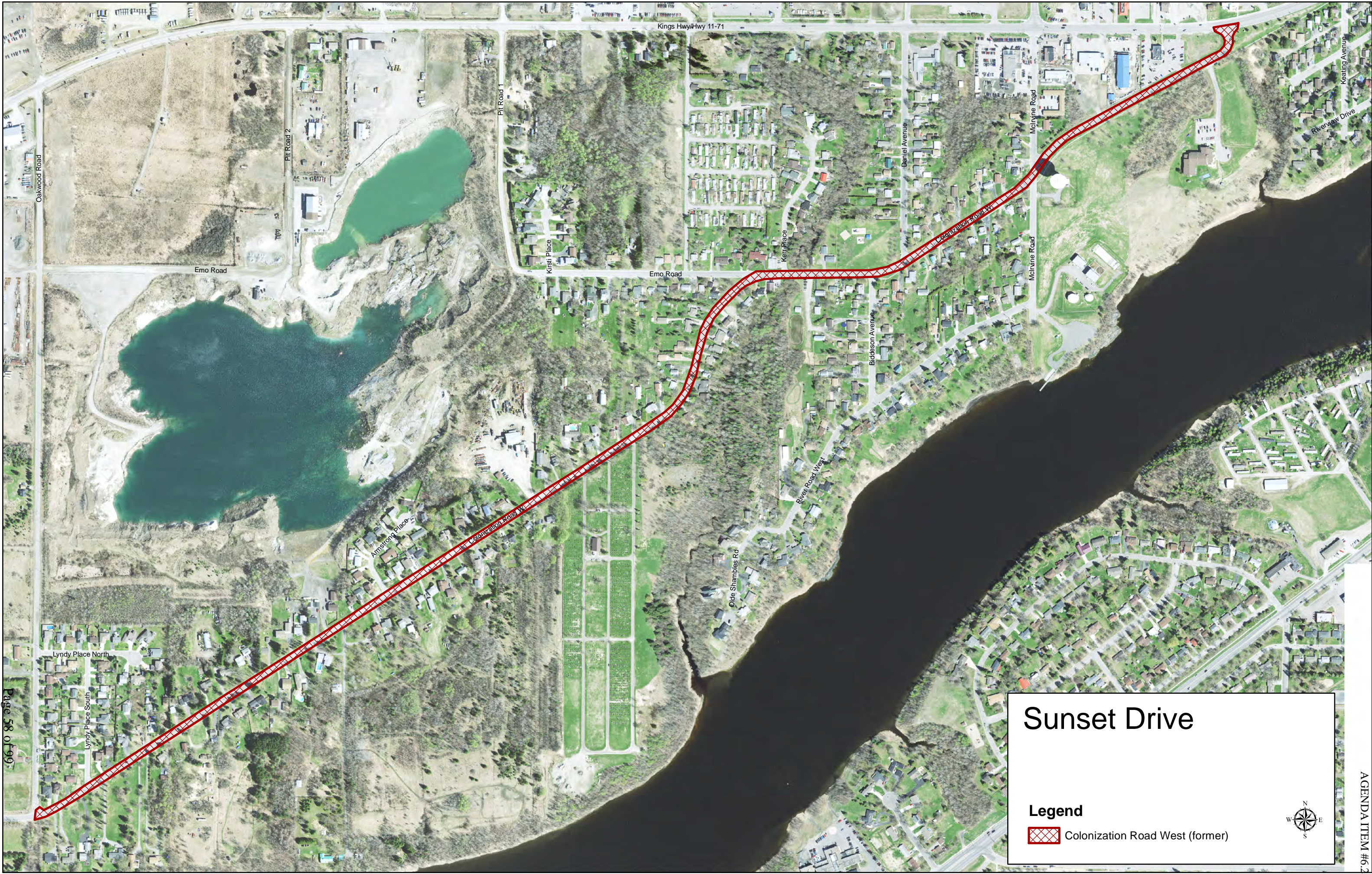
# Agamiing Drive

**Legend**

 Colonization Road East (former)







# Sunset Drive

**Legend**  
Colonization Road West (former)





## TOWN OF FORT FRANCES

### BY-LAW NO. \_\_/21

Being a By-Law to authorize the levying and collection of a special charge of taxes upon the Business Improvement Area as provided in the Municipal Act, 2001, S.O. 2001, c.25, Sections 204 – 215.

**WHEREAS** Schedule “A” to By-Law No. 32/78 as attached thereto, designating a certain area as an improved area, has been duly approved by the Ontario Municipal Board on February 16, 1979, by Order No. M7929;

**AND WHEREAS** on May 10, 2021, Council approved the Treasurer’s Report dated April 21, 2021 reflecting the required 2021 BIA levy;

**AND WHEREAS** the said sum of \$45,000.00 is required to be raised as taxes for the Business Improvement Area purposes.

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

1. THAT the Revenue and Expenditure estimates in the amount of \$125,765.00 by the Board of Management of the Business Improvement Area for the year 2021 as shown in Schedule “A” be and the same are hereby approved.
2. THAT there shall be a special levy against occupied property in commercial and industrial classes located within the area designated as the Business Improvement Area in Schedule “A” to By-Law No. 32/78, on the basis of those rates particularly set forth in Schedule “B” forming part of this By-Law in the manner set forth in the said Schedule “B”.

The taxes as shown on Schedule “B” shall be payable in two (2) installments, the first being fifty percent (50%) of the total taxes levied and the second being the remaining balance of said taxes with the due dates for payment as follows:

First Installment:     August 31, 2021  
Second Installment:   September 30, 2021

3. THAT said levy be placed on the Collector’s Roll of record of the Town of Fort Frances for the year 2021 and collected according to statute and by-law.
4. THAT all taxes shall be paid into the office of the Collector.
5. THAT the Treasurer and Collector are hereby empowered to accept part payment from time to time on account of taxes due.

Town of Fort Frances  
 By-Law No. \_\_/21  
 Page 2

6. THAT on all taxes which are in default on the day after the due date a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each month the default continues until December 31, 2021.
  - a) On all taxes levied in default on January 1, 2022, interest will be added at the rate of 1.25 percent per month for each month of default.
7. THAT penalties and interest added on all taxes in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid tax levy.
8. THAT the Collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
9. THAT taxes be paid through the following facilities:
  - Town of Fort Frances Civic Center, 320 Portage Avenue, Fort Frances, Ontario
  - Telebanking and Internet Services through and major financial institute
  - Preauthorized Payment Plan
  - Mail Service via Canada Post
  - Night Depository, 320 Portage Avenue, Fort Frances, Ontario
10. THAT the Treasurer or Collector is hereby empowered to accept part payment from time to time on account of taxes due.

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

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May, 2021.

---

J. Caul, Mayor

---

E. Slomke, Clerk



## Schedule "A" to By-Law No. \_\_/21

**FORT FRANCES BUSINESS IMPROVEMENT ASSOCIATION  
2021 BUDGET**

	<b>New Account Number</b>	<b>2020 Budget</b>	<b>2020 Actuals</b>	<b>2021 Budget</b>
<b>Revenue:</b>				
BIA Taxation - Commercial	60-180-1823-0140-40014	(45,000)	(44,324.42)	(45,000)
BIA Taxation - Industrial	60-180-1823-0150-40014			
BIA Supp/Omit or Write-off	60-180-1823-0140-50014			
W/O Vacancy Rebates	60-180-1823-0122-50024	103	6.41	103
W/O Charity Rebates	60-180-1823-0122-54512		847.93	
Promotions Income	60-180-1823-0430-40688		(1,705.66)	
Transfer To/From Surplus	60-180-1823-0000-71030	(60,173)		(80,868)
		<b>(105,070)</b>	<b>(45,175.74)</b>	<b>(125,765)</b>
<b>Expenditures:</b>				
Part-time Salaries/Wages	60-180-1823-1101-60020	4,000	2,583.76	4,000
CPP	60-180-1823-1101-60025		110.73	
EI	60-180-1823-1101-60030		58.59	
EHT	60-180-1823-1101-60040		51.63	
WSIB	60-180-1823-1101-60055		61.43	
Telephone/Communications	60-180-1823-1200-71251	1,200	537.13	1,200
Postage	60-180-1823-1200-71252	50		50
Memberships	60-180-1823-1200-71260	50	229.20	0
Office Supplies	60-180-1823-1400-71410	500		500
Meeting Expenses	60-180-1823-1500-71532	200		200
Building & Office Rent	60-180-1823-1500-71552	2,034	1,831.68	2,034
Advertising & Public Notice	60-180-1823-1500-71591	20,000	6,457.28	20,000
Social Media	60-180-1823-1500-71592	500		500
Events/Activities	60-180-1823-1500-71593	2,500	47.70	5,000
Banners & Poles	60-180-1823-1900-71902	500		2,000
Seasonal Decorations	60-180-1823-1900-71903	10,000	176.39	10,000
Future Projects	60-180-1823-1900-71906	2,000		
Rainy Lake Market Square Project	60-180-1823-1900-71907	10,000	10,000.00	10,000
Soil/Plants/Trees	60-180-1823-2740-71440	7,000	2,335.39	1,000
Grounds Repairs/Maintenance	60-180-1823-2740-71545			2,000
Materials	60-180-1823-2750-71471			7,000
Surplus		44,536		60,281
		<b>105,070</b>	<b>24,480.91</b>	<b>125,765</b>
<b>Accumulated (Surplus)/Deficit</b>		<b>0</b>	<b>(20,694.83)</b>	<b>0</b>

Schedule "B" to By-Law No. \_\_/21

2021 BIA TAX RATES

Class	RTC/ RTQ	2020 Assessment	Tax Rate Discount	Discounted CVA	Tax Ratios	Weighted CVA	Effective Tax Rate	2020 BIA Tax Levy
Commercial	CT	9,684,900	1	9,684,900	1.943520	18,822,797	0.00464641	45,000.00
Industrial	IT	-	1	-	2.644372	-	0.00632195	-
<b>Total</b>		<b>9,684,900</b>		<b>9,684,900</b>		<b>18,822,797</b>		<b>45,000.00</b>

Base Rate       $\frac{45,000.00}{18,822,797}$       Dollars Required  
Weighted Assessment

**0.002390718**      Base Rate equal to tax ratio of 1

TOWN OF FORT FRANCES

BY-LAW NO. xx/21

(Being a by-law to authorize the execution of an agreement for airport capital funding under the ACAP with Her Majesty the Queen in Right of Canada as represented by the Minister of Transport - the *Municipal Act, 2001*, S.O. 2001 c. 25, Section 11.)

WHEREAS on May 10, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations and Facilities Executive Committee to enter into a capital funding agreement with Transport Canada under the Airport Capital Assistance Program for funding for the purchase of a plow truck;

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

1. That the agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Transport in the form of Schedule “A” attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2021.

\_\_\_\_\_  
J. Caul, MAYOR

\_\_\_\_\_  
E. Slomke, CLERK

**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

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

\_\_\_\_\_  
Date

THE CORPORATION OF THE TOWN OF  
FORT FRANCES

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

\_\_\_\_\_  
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:

- a. The invoice for the mobile equipment
- b. The mobile equipment delivery date;
- c. A picture of the mobile equipment at the Airport
- d. The model and serial number of the mobile equipment; and.
- e. 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.

**From:** [AMO Events](#)  
**To:** [Lisa Slomke](#)  
**Subject:** [External] AMO 2021 Training Human Rights and Equity The Role and Obligations of Municipal Leaders  
**Date:** Tuesday, May 11, 2021 9:21:19 AM

**[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).

AMO Update not displaying correctly? [View the online version](#)  
 Add [Communicate@amo.on.ca](mailto:Communicate@amo.on.ca) to your safe list

#### AMO Online Training's Banner



May 11, 2021

## AMO 2021 Training Human Rights and Equity The Role and Obligations of Municipal Leaders

The death of George Floyd, growing inequality exposed by the pandemic, and the Black Lives Matter movement are a few of the things that made 2020 an historical moment for laying bear the necessity to honestly and transparently face the issues of human rights, diversity, equity and inclusion. This pivotal moment clarified both the positive obligation of municipalities and the consequences of missteps in addressing these fundamental issues in your community. Helping members better understand these important and complex issues is part of AMO's strategic objectives for 2021.

In partnership, **Hicks Morley**, the **Kojo Institute** and **AMO**, have developed training to support members in understanding your obligations under law specific to human rights and how to work towards creating equitable outcomes for your constituents.

This half day training will take a deep dive into:

### The Ontario Human Rights Code:

- Understanding your obligations and duties in eliminating discrimination and harassment.
- What are grounds for discrimination?
- The important intersection of human rights and equity.
- Your role and opportunities in working towards equity.

### Understanding and Creating Equity:

- What is equity?
- The impact of your decision-making frameworks and data: how these reinforce

- bias, racism, discrimination and inequity.
- Creating change and equity in your municipality by confronting your biases.
- Working towards making new choices.

Join **Njeri Damali Sojourner-Campbell**, Associate with Hicks Morley and **Kike Ojo-Thompson**, Principal Consultant, Kojo Institute, for an important and innovative discussion and workshop on matters that are important to your council and your community. Registration is limited. [Register Today](#).

#### **Facilitators:**

##### **Njeri Damali Sojourner-Campbell, Associate, Hicks Morley**

Njeri Damali Sojourner-Campbell is an employment, labour and human rights lawyer in Hicks Morley's Toronto office. Njeri provides strategic advice and representation before administrative tribunals and courts. She provides legal advice to clients to supplement their work with workplace consultants and/or workplace investigators on complex equity and human rights-related matters.

Prior to her legal career, Njeri was employed as a Human Rights and Diversity Advisor at Humber College. There, she supported workplace investigations, compliance initiatives and delivered human rights and AODA training. She possesses a Masters in Education from York University, where she focused on Critical Race Theory and other equity-related disciplines.

##### **Kike Ojo-Thompson, Principal Consultant, Kojo Institute:**

Kike Ojo-Thompson is the founder and principal consultant of Kojo Institute. An award-winning expert on equity, inclusion and diversity, Kike specializes in developing, facilitating and implementing innovative solutions for creating equity at an institutional level. A dynamic speaker and educator who artfully balances tact and honesty, Kike has over 20 years of experience leading engaging and effective workshops, lectures, mediations, and trainings for a broad range of organizations eager to create equitable outcomes for their staff and clients.

In addition to her equity work with Kojo Institute, Kike is a member of the Ontario Human Rights Community Advisory Committee, was formerly the senior facilitator for the province of Ontario's carding review team, and formerly the project lead for One Vision One Voice, a first-of-its-kind initiative tasked with addressing anti-Black racism in the child welfare system.

Ojo-Thompson has lent her voice to provincial and national media platforms, including The Social, TVO, the Globe & Mail, CBC, and the Toronto Star. Her meaningful contributions to equity in Canada have been recognized by Women's Health in Women's Hands (2019); 100 Accomplished Black Canadian Women (2018); and Robert Small's 25<sup>th</sup> anniversary Legacy (Black History) Poster (2020) to name a few.

Dates: June 10, 2021

Time: 9:00am – 3:00pm

Registration Fee\*: \$400

\*A cancellation fee of \$50 applies.

\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

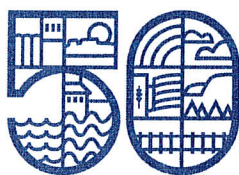


Please consider the environment  
before printing this.

Association of Municipalities of Ontario  
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

Wish to Adjust your AMO Communication Preferences ? [Click Here](#)





OFFICE OF THE CITY CLERK  
500 Donald Street East  
Thunder Bay, ON P7E 5V3

Tel: (807) 625-2230  
Fax: (807) 623-5468

April 27, 2021

Northwestern Health Unit  
Emailed: [talkpublichealth@nwhu.on.ca](mailto:talkpublichealth@nwhu.on.ca)

To Whom It May Concern:

Re: **Ontario's Public Health Modernization Plan**

Please be advised that the following resolution was adopted by Committee of the Whole at its meeting held on April 12, 2021 subsequently ratified by City Council on April 26, 2021:

“WITH RESPECT to the letter from the Northern Ontario Big City Mayors dated March 24, 2021, we recommend that City Council endorse the position of the Mayors relative to Ontario’s Public Health Modernization Plan;

AND THAT the City Council advocate to the Province of Ontario to abandon the amalgamation of the public health units and commit to the historic funding model whereby the province pays the same share of public health costs that it did prior to its modernization framework;

AND THAT a copy of this resolution be sent to Premier Doug Ford; Honourable Christine Elliott – Minister of Health; Michael Gravelle, MPP – Thunder Bay-Superior North, Judith Monteith-Farrell, MPP – Thunder Bay-Atikokan; Northwestern Ontario Municipal Association (NOMA); Thunder Bay District Municipal League (TBDML); Thunder Bay District Health Unit; Northwestern Health Unit; and the Federation of Northern Ontario Municipalities (FONOM);

AND THAT any necessary bylaws be presented to City Council for ratification.”

Should you have any further questions relative to the above, please do not hesitate to contact the undersigned.

Yours very truly,

Krista Power  
City Clerk

/kp





## **Township of McKellar**

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

May 17, 2021

The Honourable Justin Trudeau  
Prime Minister of Canada  
Email: pm@pm.gc.ca

**Re: Requesting Consideration of Tax Breaks on 2020 CERB payments**

---

Please be advised that at its regular meeting held, May 11, 2021 the Council of the Township of McKellar passed the following resolution:

### **Resolution No. 21-195**

**Moved by: Marco Ancinelli**  
**Seconded by: Don Carmichael**

**WHEREAS** the Government of Canada has implemented the Canada Emergency Response Benefit (CERB) to financially assist those in dire need during the Covid-19 pandemic;

**AND WHEREAS** the CERB grant has helped many Canadians in dire need;

**AND WHEREAS** many of those that applied were single women, single parents, lower income citizens without employment and lacking in tax knowledge;

**AND WHEREAS** the Government of Canada did not initially inform CERB recipients that CERB was a taxable benefit;

**AND WHEREAS** when the CERB was merged with Employment Insurance Benefits (EI) in the fall of 2020, the Federal Government stated that they would have tax withheld similar to EI;

**AND WHEREAS** the Federal Government did not withhold tax on CERB for the second time as promised;

**AND WHEREAS** CERB recipients are surprised to learn that they are expected to pay income tax on CERB funds;

**AND WHEREAS** these recipients were never advised of this issue;

**AND WHEREAS** these recipients are now faced with an added burden of paying unexpected taxes on CERB, which they can ill afford;

**AND WHEREAS** the Federal Government has, in the past, found ways to assist businesses and corporations through difficult times by forgiving large loans and debts to the Government;

**AND WHEREAS** many businesses and corporations have the means to find ways to reduce their tax obligations;

**AND WHEREAS** those most in need do not have the means or understanding of how the tax system and are simply trying to survive and cope with the effects of Covid-19, feed their families and put a roof over their head;

**NOW THEREFORE**, since the Federal Government did not inform the recipients of the CERB grant that it is taxable;

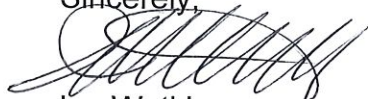
**AND FURTHER** when the CERB grant and EI were merged, the Federal Government did not, as they stated, withhold tax from CERB as they did on EI, and are now insisting CERB recipients repay as much as \$3,000.00 to \$4,000.00 in tax, which they can ill afford to pay;

**THEREFORE** we urge the Federal Government to address this serious issue and consider giving disadvantaged CERB recipients a tax break for 2020, or giving them a tax credit for 2021;

**AND FURTHER**, that this resolution be forwarded to the Prime Minister of Canada, the Federal Minister of Finance, Parry Sound-Muskoka MP Scott Atchison, and Ontario Municipalities.

**Carried.**

Sincerely,



Ina Watkinson  
Acting Deputy Clerk  
Township of McKellar

Encl.

cc: Chrystia Freeland, Minister of Finance  
Scott Aitchison, MP, Parry Sound-Muskoka  
Ontario Municipalities

## TOWNSHIP OF MCKELLAR

DATE: May 11, 2021

RESOLUTION No. 21- 195

**Moved by:** Marco Ancinelli ☒  
Don Carmichael ☐  
Morley Haskim ☐  
Mike Kekkonen ☐

**Seconded by:** Marco Ancinelli ☐  
Don Carmichael ☒  
Morley Haskim ☐  
Mike Kekkonen ☐

WHEREAS the Government of Canada has implemented the Canada Emergency Response Benefit (CERB) to financially assist those in dire need during the Covid-19 pandemic; and

WHEREAS the CERB grant has helped many Canadians in dire need; and

WHEREAS many of those that applied were single women, single parents, lower income citizens without employment and lacking in tax knowledge; and

WHEREAS the Government of Canada did not initially inform CERB recipients that CERB was a taxable benefit; and

WHEREAS when the CERB was merged with Employment Insurance Benefits (EI) in the fall of 2020, the Federal Government stated that they would have tax withheld, similar to EI; and

WHEREAS the Federal Government did not withhold tax on CERB for the second time, as promised; and

WHEREAS CERB recipients are surprised to learn that they are expected to pay income tax for 2020 on CERB funds; and

WHEREAS these recipients were never advised of this issue; and

WHEREAS these recipients are now faced with an added burden of paying unexpected taxes on CERB, which they can ill afford; and

WHEREAS the Federal Government has, in the past, found ways to assist businesses and corporations through difficult times by forgiving large loans and debts to the Government; and

WHEREAS many businesses and corporations have the means to find ways to reduce their tax obligations; and

WHEREAS those most in need do not have the resources, means or understanding of the tax system and are simply trying to survive and cope with the effects of Covid-19, feed their families and put a roof over their head;



NOW THEREFORE, since the Federal Government did not inform the recipients of the CERB grant that it is taxable;

AND FURTHER, when the CERB grant and EI were merged, the Federal Government did not, as they stated, withhold tax from CERB as they did on EI, and are now insisting CERB recipients repay as much as \$3,000.00 to \$4,000 in tax, which they can ill afford to pay;

THEREFORE, we urge the Federal Government to address this serious issue and consider giving disadvantaged CERB recipients a tax break for 2020, or giving them a tax credit for 2021;

AND FURTHER, that this resolution be forwarded to the Prime Minister of Canada, the Federal Minister of Finance, Parry Sound Muskoka MP Scott Atchison, and Ontario Municipalities.

Carried ✓

Defeated \_\_\_\_\_

Deferred \_\_\_\_\_

  
\_\_\_\_\_  
Peter Hopkins, Mayor

#### DIVISION VOTE

	YEA	NAY
Councillor Marco Ancinelli	_____	_____
Councillor Don Carmichael	_____	_____
Councillor Morley Haskim	_____	_____
Councillor Mike Kekkonen	_____	_____
Mayor Peter Hopkins	_____	_____

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #8

May 3, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually in the Committee room on May 3, 2021 from 0830 hrs to 0939 hrs

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, D. Judson - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer, K. Haney, Deputy Clerk, Randy Thoms B 93.1. Merna Emara, Fort Frances Times, TBT News

REGRETS: E. Slomke, Clerk

1. **Call to Order @ 0830 hrs- Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
  - 3.1 Session no 7 - 19 April 2021 - Approved as presented
4. **Items Referred from Council - None**
5. **New Business**
  - 5.1 Renaming Colonization Road East and Colonization Road West - Lengthy deliberation held. Committee recommendations to Council meeting of 10 May 2021: Colonization Road East to assume street suffix "Drive" with shortlisted street names to include: Sunrise, Nibi, Harmony, Agamiing and Shoreline. Colonization Road West to assume street suffix "Trail" or "Road" with shortlist of street names to include Sunset, Heritage, Spirit and Moonlight. Implementation in change of names to take effect 01 January 2022.  
  
Additionally, the Committee recommends that Colonization Rd East signs be donated to the following:
    1. Manitou Mounds
    2. Fort Frances Museum
    3. Canadian Museum for Human Rights in Winnipeg
  - 5.2 King's Highway Reconstruction Temporary By-Law - Traffic control by-law to be created for enforcement, if needed. Approved as presented.
6. **Outstanding Items - None**
  - 6.1 324 Victoria Avenue Zoning Amendment Fee Waiver - RRDSSAB to incur the difference in cost between variance application and zoning amendment application (\$1,075.50) in addition to costs affiliated with required public notice.
7. **Information - None**
8. **In-Camera - None**



**9. Adjourn @ 0939 hrs / Next Meeting Date 17 May 2021**

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
Secretary, Planning & Development Executive  
Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #7

May 4, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre on May 4, 2021 from 1200 hrs to 1230 hrs

PRESENT: Chairperson W. Brunetta, Councillor A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, J. Holiday, Deputy Treasurer, K. Haney, Deputy Clerk., E. Slomke, Clerk, R. Thoms B93, Merna Emara, Fort Frances Times, J. Lampi-Hughes

REGRETS: D. Judson

1. **Call to Order / Roll Call - 1200 hrs**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
  - 3.1 Session no 6 - 20 April 2021 - Accepted as presented
4. **Items Referred from Council**
  - 4.1 Letter from Jackie Lampi-Hughes - Report & Information on Grants - Discussion held. D. Hughes to canvass other surrounding municipalities to determine if any leniency offered for business tax late fees during pandemic and will advise further next meeting.
5. **New Business**
  - 5.1 BIA Levy - Report & PDF - Accepted as presented.
  - 5.2 Seniors Centre - Report & Input from CSEC - Committee fully supportive of cause. Donation request to be taken from Public Relations budget.
  - 5.3 Bank Agreement - Report & Agreement - Accepted as presented.
  - 5.4 POA Financial Statements - Reports & Statements. Accepted as presented.
6. **Outstanding Items - None**
7. **Information - None**
8. **In-Camera - None**
9. **Adjourned meeting at 1230 hrs / Next Meeting Date - 18 May 2021**

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
D. Brown, CAO



TOWN OF FORT FRANCESMINUTESSESSION NO. #006May 5, 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 May 5, 2021 from 8:30 a.m. to 9:30 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, Randy Thoms (8:30 a.m. to 9:30 a.m.), Al Bedard (8:30 a.m. to 8:45 a.m.) and Mar Fraczekiewicz (8:30 a.m. to 8:54 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 April 21, 2021- the minutes from the previous meeting were approved as circulated.

# **4 Items Referred from Council**

4.1 Letter from Allan Bedard - re: Memorial Trees on Kings Hwy - the administration report was approved as presented.

4.2 Letter from Marjan Fraczekiewicz - re: Culvert at 136 Fifth Street East - the administration report was approved as presented.

# **5 New Business**

5.1 Request for Sewer Rooting Reimbursement - 324 Third Street West - committee recommended to pay the difference between \$118.00 and \$282.50.

5.2 Award of Tender 21-OF-06 - Memorial Sports Centre Roof Replacement - tabled until next meeting.

- 5.3 Airports Capital Assistance Program Funding Agreement - the administration report was approved as presented.

**6 Information**

- 6.1 Operations and Facilities Division - Public Works Area - Operations Statistics - March 2021 - the March Stats were received and will be forwarded to Council as information only. No action required.

**7 Adjourn / Next Meeting Date**

- 7.1 Meeting adjourned at 9:30 a.m.  
Next meeting May 19, 2021.

---

Executive Committee Chair

---

T. Rob, Manager of Operations & Facilities



TOWN OF FORT FRANCESMINUTESCOMMITTEE OF  
ADJUSTMENTMarch 17, 2021

The meeting of Committee of Adjustment of the Town of Fort Frances was held in the Held Virtually on March 17, 2021 from 5:30 p.m. to 6:34 p.m.

**PRESENT:** Gary Rogozinski (Chair), Charleen Mallory, Donald Taylor, Barry Jackson, Don Eldridge

**ALSO PRESENT:** Cody Vangel, CBO/Municipal Planner, Dan McCormick, Neilson Cooper, Randy Thoms

**1. Call to Order**  
5:30pm

**2. Declarations, Municipal Conflict of Interest Act**

2.1 Don Eldridge declared a conflict of interest with item 4.1

2.2 Donald Taylor declared a conflict of interest with item 4.2

**3. Minutes of Previous Meetings**

3.1 January 12, 2021

- Approved as presented
  - Moved by Barry Jackson, seconded by Charleen Mallory

**4. Committee Applications**

4.1 A1-2021: Application for Minor Variance at 324 Victoria Avenue

- This item was considered after item 4.2 due to 4.1 and 4.3 being the same applicant
- Don Eldridge declared a conflict of interest with this application and did not speak to it
- Cody Vangel provided an overview of the application and supporting documentation
- The applicant had the opportunity to speak to the application
- The Committee engaged in a lengthy discussion on the matter and continually expressed concern over the request variance stating that it was considered major and not minor. The Committee discussed with the applicant various options that may be available for additional parking on site, on street, and on nearby properties with an agreement in place.
- No members of the public spoke against the application
- The Committee could not come to a decision and chose to defer the decision to a future meeting with the request that the applicant come back with additional information and additional parking options. All Committee members present, with the exemption of Don Eldridge, agreed to defer the decision.

4.2 A2-2021: Application for Consent (Lot Addition) at 1425 Colonization Road West

- This item was considered before item 4.1
- Donald Taylor declared a conflict of interest with this application and did not speak to it
- Cody Vangel provided an overview of the application and supporting information
- The applicant had an opportunity to speak to the application
- The Committee engaged in a brief discussion on the matter
- No members of the public spoke against the application

- All Committee members present, with the exemption of Donald Taylor, voted in favour of the application subject to the following conditions:
  - Subsection 3 or 5 of Section 50 of the Planning Act R.S.O. 1990 shall apply to any subsequent conveyance or transaction involving the severed land.
  - As the application is for the purpose of a lot addition, the deeds or instruments, submitted to the Secretary-Treasurer for review and consent endorsement, shall be accompanied by an undertaking from the applicant’s solicitor confirming that the lands to be severed will be consolidated on title with the adjacent lands.
  - Payment of the balance of any outstanding taxes and accounts payable, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Municipality.
  - That the Municipal Planner be provided with a deposited reference plan bearing the seal of the Land Registrar depicting the severed property a part thereon. A digital and hard copy of the deposited Reference Plan are to be submitted to the Municipal Planner of the Town of Fort Frances.
  - That the Municipal Planner be provided with the legal description of the severed and retained property for the issuance of the Certificate of Official.

4.3 B1-2021: Zoning By-Law Amendment at 820 Fifth Street East

- Cody Vangel provided an overview of the application and supporting information
- The applicant had left the meeting prior to consideration of this matter
- The Committee engaged in a brief discussion on the matter
- No members of the public spoke against the application
- All Committee members present voted in favour of recommending to Mayor and Council to approve said application

5. Other Business

5.1 Committee of Adjustment Complement

- Cody Vangel provided a verbal update on the search for filling the two Committee of Adjustment vacancies. Cody Vangel asked the Committee if they wish to consider amending the Committee of Adjustment By-Law to change the complement from 7 to 5, or if they wish to continue advertising
- The Committee unanimously agreed to continue advertising periodically in hopes to fill the vacancies

6. Meeting Close  
6:34pm

\_\_\_\_\_  
Chair, Committee of Adjustment

\_\_\_\_\_  
C. Vangel, Chief Building Official / Municipal Planner  
Secretary to Committee of Adjustment

Wednesday, 14 April 2021

8 a.m. via Zoom

DRAFT MINUTES – motion required to approve

Page 1 of 3

Pat Gartshore Chair – Gartch's Int. Pub	P	Rick Wiedenhoef – Town Councilor Town of Fort Frances	P
Shelley Wepruk Secretary	P	Stacey Cridland Flint House	P
Pam Williams ) 4 Your Pets	P	Ed Gackley Flinthouse	P
Scott Krinke-Turvey Inkspatz	P	RRFDC Representative Geoff Gillon	P
Jamie Pryde Modern Family Diner	A	Heather Johnson Chamber of Commerce Rep	P



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

Pat Gartshore – Chair - opened the meeting at 8:03 am. ... The Agenda and minutes had been sent via email. Members were asked for any emergency agenda additions or conflicts of interest, none were noted.

## 2. Approval of Minutes

### B.I.A Board of Management Meeting –14 April 2021

Copies of the minutes from the 10 March 2021 Board of Management Meeting circulated for review and approval. The following motion was made:

#### Motion #1 Pat Gartshore/Pam Williams

TO accept the minutes presented of 10 March 2021

Also to ratify all motions made on that date.

No against or abstentions

**CARRIED**

## 3. Accounts Payable & Financial Report

#### Motion #2 –Pat Gartshore/Pam Williams

TO accept the total payable for, February 2021 in the amount of \$4,019.00

No against or abstentions

**CARRIED**

**CARRIED**

## 4. New Business

### 1. Seniors Month

1.

Board of Management Meeting –14 April 2021

Page 1 of 3

## **5. Committee Reports**

### **Finance and Administration Committee**

1. Budget for 2021 was approved and will be sent to Town of Fort Frances. Discussion was had regarding our finances. It was agreed to have a letter drafted and sent the town asking what we have paid toward our Town Square commitment. There seems to be some confusion regarding the commitment amounts and where it was to be designated.

#### **Motion Ed Gackley/Scott Krinke-Turvey**

To Accept budget as presented

No against or abstentions

All in agreement – CARRIED

### **Promotions Committee**

1. We will be running the 50/50 advertising promo for Senior's month. It will be the same setup as our previous promotion. Shelley will advise Murray at Times. The promo is to be geared to Senior's Day once a week – Wednesday - for the month of June.

### **Maintenance Committee**

1. Lights are now off the tree at Post Office. Spring baskets are in process of getting planted at Hammonds.
2. Scott met with Travis and plaque will be installed by week's end.

### **Chamber of Commerce**

1. Heather Johnson gave us her report from the Chamber with our need to build a better system to make sure food continues to flow across the whole country. Focusing on trade schools and labour versus opting for a university education is also one of their focal points.
2. Chamber will be conducting a treasure hunt for Senior's month which has been designated as June.
3. Scavenger hunt is also in the works.

### **Social Media**

1. Stacey is still working on having people phone in and promote their choice of business. Jonathan Pryce is willing to do up an ad to help us. We can also put on Instagram once it is set up..

### **New Business**

1. June has been designated as Senior's Month by the province of Ontario. In respect of that, the BIA has decided that each Wednesday in June will be Senior's Day. Please gear your promotions around that day.

## **6. Old Business**

### **Setting of Next Board Meeting**

#### **4. Motion Pam Williams**

To close the meeting

No against or abstentions

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

Our next meeting date will be 12 May, 2021 via Zoom at 8am.

**PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. VIA ZOOM UNTIL WE CAN ONCE AGAIN MEET IN PERSON AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.**