TOWN OF FORT FRANCES

AGENDA - June 14, 2021

MEETING - Virtually

Page

1. COUNCIL MEETING

(Session No. 068) 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 Email received June 3, 2021 from P. Howie, Borderland Pride re: Flag Raising Request — 5

- will be coordinated with Mayor's office.

2.3 Email received June 3, 2021 from B. Hubbard, Military Service Recognition Book re: Advertising Opportunity — 6 - 8

- will be referred to the Administration & Finance Executive Committee for recommendation.

2.4 Letter dated June 3, 2021 from G. Cridland and J. Beazley, Riverfront Condominiums re: Front Street Truck Traffic — 9 - 11

- will be referred to the Operations & Facilities Executive Committee for recommendation.

2.5 Letter dated June 4, 2021 from G. Friesen, Newfort Developments re: Building Project at 814 Scott St. — 12

- will be referred to the Planning & Development Executive Committee for recommendation.

2.6 Letter dated June 8, 2021 from J. Neurinski, Fort Frances Resident re: Summer Day Camp — 13

- will be referred to the Community Services Executive Committee for recommendation.

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	2.7	Letter dated June 10, 2021 from W. Allen, Co-Chair, Fort Frances Canadian Bass Championship re: Temporary Fencing - will be referred to the Planning & Development Executive Committee for recommendation.	14 - 15
3.	**Approval of Council Minutes: ***		
	3.1	Session No. 066 and 067 dated May 18 and May 25, 2021 respectively.	
4.	**Approval of Committee of the Whole Minutes: ***		
	4.1	Session No. 068 dated May 25, 2021.	
5.	**Resolutions from tonight's Committee of the Whole meeting**		
6.	**By-Laws:**		
	6.1	By-law 23/21-A Being a by-law to amend by-law 23/21 to authorize the entering into of a lease agreement at the Sorting Gap Marina.	16
	6.2	By-law 28/21 being a by-law to approve a Professional Consulting Services Agreement with Computational Hydraulics awarded through the request for proposal process.	17 - 35
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	6.4	By-law 30/21 being a by-law to approve an agreement with KGS Group for the delivery of environmental professional services re: Shevlin Woodyard - Phase One & Two Environmental Site Assessment and Associated Works.	44 - 140
	6.5	By-law 31/21 being a by-law to authorize the entering into of a renewal lease agreement with Enterprise Rent-A-Car Canada Limited at the Fort Frances Municipal Airport.	141 - 143
	6.6	By-law 32/21 being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with Computational Hydraulics Inc.	144 - 149
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10.	**In-Camera:**	
10.1	Personal matters about an identifiable individual, including municipal or local board employees: Licensing Matter	
10.2	Personal matters about an identifiable individual, including municipal or local board employees: Operational Recommendations	
10.3	A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board: Project Team Update	

10.4 Personal matters about an identifiable individual, including municipal or local board employees: Appointment Recommendation

10.5 Advice that is subject to solicitor/client privilege, including communications necessary for that purpose: Shareholder Meeting Procedure/Format

11. Public Session Resumes:

12. Resolutions Required as a result of In-Camera discussions:

13. ADJOURNMENT

14. * Previously distributed to Council

15. ** Items can be viewed by contacting the Clerk

From: Borderland Pride
To: Lisa Slomke
Subject: [External] Pride Flag
Date: Thursday, June 3, 2021 2:48:00 PM

[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.

Good afternoon Lisa:

I understand that normally requests to raise a flag at the Civic Centre are submitted in writing, so I am writing you in respect of the Pride flag that was delivered earlier today.

We would appreciate it if the Town would raise the flag for Pride Month (for the month or a week - we are indifferent). While we are planning to have local events in late August/September this year in hopes of coinciding with reduced public health restrictions, June is recognized internationally as Pride Month. We are pleased to see many communities, businesses, and institutions taking the initiative on their own and recognize that the municipality would likely wish to be among them.

We expect to follow up with a requested resolution later this summer, once we have a clearer idea what events may be possible locally.

Thank you,

Peter Howie (he/him/his)

Borderland Pride
PO Box 105, Fort Frances, ON P9A 3M5
PMB 181, 1801 2nd Ave, International Falls, MN 56649
www.borderlandpride.org | borderlandpride@gmail.com

From: Bill Hubbard <bhubbard@campaign-office.com>
Sent: Thursday, June 3, 2021 10:27 AM
To: Dawn Galusha <dgalusha@fortfrances.ca>
Subject: [External] Manitoba / NW Ontario Command of the Royal Canadian Legion 13th Annual "Military Service Recognition Book"

Hello

Thank you for your wonderful support the last four years with the B&W business card size ad for $205.00 tax included it is greatly apricated, we would be honored to have your continued support

Here is the information you have requested regarding our 13th Annual "**Military Service Recognition Book**". This annual publication recognizes those brave individuals who sacrificed so much for the freedoms that we enjoy today. Thousands of copies will be distributed free of charge to all Legion Branches and advertisers, select schools and libraries, and will be available on-line for anyone to view or print. We are profoundly indebted to our Veterans. Their extraordinary service and commitment have afforded us the rights and freedoms that are merely a dream to millions of people around the globe.

The Royal Canadian Legion has honoured these deserving citizens with unwavering support. The Military Service Recognition Book is a fitting tribute to our Veterans and will be an invaluable resource to our young people, whose pride and character will be enhanced by learning about the very important role played by our Veterans, the Royal Canadian Legion, and the contributions of its members and supporters.

As discussed, we would like to extend an invitation to **TOWN OF FORT FRANCES** to show its support to our Veterans through a support advertisement. Our most popular size ad has always been the quarter page colour, this allows space for thanking our veterans for their service and sacrifice, along with recognizing your own company.

If you have any questions or concerns, please do not hesitate to contact me at my number listed below, or simply by replying to this email. I will be in contact in a few days for your response. Thank you again for your consideration.

Sincerely,

Bill Hubbard
Military Service Recognition Book
Project Office
Manitoba / NW Ontario Command of the Royal Canadian Legion
☎**1-855-559-5056**
http://www.mbnwo.ca/

www.mbnwo.ca

The Royal Canadian Legion
Manitoba/NW Ontario Command

"Military Service Recognition Book"

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Manitoba/NW Ontario Command** and the local **Veterans.** Please consider this our written request for your support as per our recent telephone conversation.

Our **Command** is very pleased to be printing our 13th Annual "**Military Service Recognition Book",** which is designed to recognize and honour many of **Manitoba/NW Ontario's** brave **Veterans** on an individual basis who have served our Country so well in the past three major world conflicts (WW1, WW2 and the Korean War) and recent conflicts such as Afghanistan. This publication will go a long way to help our Legion in our role as the **"Keepers of Remembrance".**

It will be distributed to school and university libraries, Legion branches, and many other public facilities in Manitoba and NW Ontario.

We would like to have your organization's support for this milestone project of our **Manitoba/NW Ontario Command Legion**, by purchasing an advertisement space in our **"Military Service Recognition Book".** Proceeds raised from this important project will allow us to make this unique publication available throughout the province and will also benefit the many ongoing community activities of our Legion Command including **Scholarships**, **Youth Sponsored Programs** and, of course, our ongoing tireless support for **Manitoba/NW Ontario's Veterans** and their dependants.

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be sincerely appreciated. For further information please contact our **Manitoba/NW Ontario Command Military Service Recognition Book Office** toll free at **1-855-559-5056**.

Thank you for your consideration and/or support.

Sincerely,

Jerry Lava

Jerry Lava
President
The Royal Canadian Legion Manitoba/NW Ontario Command

www.mbnwo.ca

The Royal Canadian Legion
Manitoba/NW Ontario Command
"Military Service Recognition Book"

Advertising Prices

AD SIZE	PRICE		GST		TOTAL
Full Color Outside Back Cover	$1,495.24	+	$74.76	=	$1,570.00
Inside Front/Back Cover (Full Colour)	$1,295.24	+	$64.76	=	$1,360.00
2 Page Full Colour Spread 15.25x9.735	$1,990.48	+	$99.52	=	$2,090.00
Full Page (Full Colour) 7x9.625	$995.24	+	$49.76	=	$1,045.00
Full Page (B&W) 7x9.625	$795.24	+	$39.76	=	$835.00
½ Page (Full Colour) 7x4.735	$595.24	+	$29.76	=	$625.00
½ Page (B&W) 7x4.735	$495.24	+	$24.76	=	$520.00
¼ Page (Full Colour) 3.375x4.735	$395.24	+	$19.76	=	$415.00
¼ Page (B&W) 3.375x4.735	$295.24	+	$14.76	=	$310.00
1/10 Page (B/Card Full Colour) 3.375 x 1.735	$223.81	+	$11.19	=	$235.00
1/10 Page (B/Card B&W) 3.375 x 1.735	$195.24	+	$9.76	=	$205.00

G.S.T. Registration # 107933665RT0001

All typesetting and layout charges are included in the above prices.

A complimentary copy of the Military Service Recognition Book will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation.

MasterCard

PLEASE MAKE CHEQUE PAYABLE TO:
MB/NW Ontario Command
The Royal Canadian Legion
(MB RCL)
P.O.Box 1967 Stn. Main
Winnipeg, MB R3C 3R2
Tel (Toll Free): 1-855-559-5056

VISA

Visa/Mastercard accepted

ad copy can be emailed to **mbcl@fenety.com**

REQUEST TO: RE-LOCATE THE TRUCK ROUTE BACK TO SCOTT STEET – AND OFF FRONT STREET.

To: Fort Frances Mayor and Council, et al.

Date: June 3, 2021

WE ASK THAT THE CURRENT TRUCK ROUTE BE REVIEWED AND BE CHANGED FOR THE FOLLOWING REASONS:

We understand that the current route, via Front St., was initiated in 1979, following requests by downtown businesses many years ago to remove heavy truck traffic from Scott St. due to the vibration damages to their delicate china and glass products on sale. We would like to comment currently that:

1. Many, if not all, of those businesses are no longer in business today (ie: Brockies and Johnson's Jewellers). It appears that many retail downtown businesses have been replaced with offices, etc.
2. The specific nature of those businesses many years ago were known as 'fine china and glass', geared towards the tourist market and have slowly vanished as the tourist market has changed.
3. With the closure and demolition of the paper mill, their heavy traffic has been 100% eliminated from Scott St. and the Front Street entrance into the mill site.
4. The future use of the paper mill site, by title ownership restriction, specifically excludes mill uses so that mill future heavy traffic on Front St. should not happen or be very limited.
5. Front St. was never originally built to heavy traffic standards, and additional damage to this street is occurring at a faster pace than with normal traffic. There are no known plans to rebuild Front St. to heavy traffic standards.
6. Heavy traffic standards on non-connecting link roadways, if ever done, is done at 100% cost to the local taxpayers.
7. Points 5 & 6 also applies to Victoria Ave., Nelson St., Veterans Ave. (probably), Church St., Mowat Ave. and Second St. E.

8. Scott St., as a connecting link roadway, was built and re-built to heavy traffic standards, and receives subsidized funding of at least 80% from the province.
9. We understand that local truckers, in the past, protested their being forced off Scott St. to use the Front St. truck route decision.
10. Certain truckers, since 1979, and to this date, choose to use Scott Street as their route and not use Front Street because it always was and is legal to do so and it is a more direct route.
11. Having studied the plans for potential development of the "Shevlin Woodyard" and the implementation of a traffic circle, we believe re-routing of heavy truck traffic would be required.
12. All heavy trucks going through Fort Frances, easterly and westerly, and USA south bound, being the bulk of the heavy traffic, could be traversing a more direct and convenient route for them.
13. USA incoming trucking, east or west bound, can be minimally impacted, if at all, and could be accommodated by either of these alternatives:

    1. USA East bound traffic continue straight on Church, Left on Victoria Ave and right on Scott Street (Provincial Highway 11). We realize these corners may need to be rounded, with the possibility of limiting on-street parking.

    2. USA bound traffic approaching from the east would turn left on Scott St to Victoria Avenue and right onto Church with a direct run to the international border crossing.

    3. USA west bound traffic would continue as is.

    We believe both Church Street and Victoria Avenue in this area have sufficient width to accommodate the truck traffic. Consideration for possible left turning light onto Victoria Ave. could be given.

    Consideration of these routes would keep some of the truck traffic currently using Front, off the 100, 200 and 300 blocks of Scott Street to aid with retail businesses still on those blocks.

14. There are many residents living along Front St. who are in support of this request. We are also aware that a number of residents of the Riverwalk Condos (which include 32 units) are in favour, as well as all residents of the

Riverfront Condos (7 units) and the 5 Townhome units. With current Covid restrictions other “door to door” canvassing was not possible, and we felt an on-line presence was not appropriate at this time. Many of these new residential developments were not in place when this original by-law was put in place.

15. La Verendrye General Hospital, (Riverside Health Care Facilities) and Non-Profit Supportive Housing by their letter attached, are in support of this request.
16. With the future plans for the “wood yard” and encouragement of private developers to build in this area, the heavy truck traffic is a detriment to this level of development (both residential and commercial).
17. There are many safety concerns – with no traffic lights or formal crosswalks, heavy truck traffic with their limited stopping ability is dangerous with the increase in pedestrian traffic, kids playing or biking along the waterfront, enhanced marina traffic with boats loading and reloading, etc. over the past number of years. It is felt that circumstances have changed a great deal since the Town first passed a by-law to implement this truck route. We are asking that this issue be reviewed with the considerations noted in this document.

Thank you for all you do for the residents of the Town of Fort Frances. We look forward to your consideration of this matter.

Sincerely,

Grace Cridland, President

Jan Beazley, Secretary

On behalf of RRSCC #4 – Riverfront Condominiums

Comp #8, 201 Minnie Ave

Fort Frances, ON P9A2P8 Cell: 807 276 1360

Friday, June 4, 2020

NEWFORT

Deposit for Building Project at 814 Scott St

Town Council of Fort Frances,

We approached Cody Vangel in regard to this matter, and he directed us to submit this letter for approval.

As you know we are in the process of developing an 18 unit residential building located at the address of 814 Scott St.

Currently this project is on pause for the following reasons:

1. Building material costs have increased so much, that the overall building project increased by about 25%. We are waiting for prices to stabilize.

2. Our Manitoba construction/labour is unwilling to travel to Ontario at this time while restrictions are in place, as this would put their businesses in a vulnerable position.

We do not anticipate resuming this building project until 2022.

Currently our $75,000 deposit we have at the town is costing us $500 per month from one of our lending sources ($75,000 x 8% per annum).

We formally request to have the deposit of $75,000 returned back to us, so that we settle our borrowed account, and stop the negative cashflow and cost to our business. We would re-submit the deposit prior to resuming this project, which would expect to be in 2022.

Thank you.

George Friesen, President of Newfort Developments

June 8, 2021

Mayor June Caul and Fort Frances Town Council,

I am writing to express my concern over the decision that the summer day camp program “Rec N Crew” historically run at the Memorial Sports Centre will not be running again this year due to "all the restrictions in place" and "requirements for camp operators" due to Covid-19. The provincial government made the decision not to resume in person learning for our youth until September 2021, so that the kids could have a normal summer, including day camps and team sports. The provincial government also gave the go ahead for day camp programs to run last summer, but they were not offered in our community.

Not only do I feel these programs would be low risk in our community, where our covid numbers have been generally low, but I also feel with the reopening of many businesses throughout the summer, there is some accountability on the town to provide child care options to the residents of Fort Frances. Our children need to be provided with the socialization and activity experiences they have been missing out on, as well as the structure and accountability of day programs like this. The older children were previously able to take part in some leadership activities, training them to be the future counselors of these programs. Additionally, these programs create summer employment to some of our young residents who may be home from their post-secondary school programs or going away to school in the fall.

I feel that there have been a lot of missed opportunities due to covid in Fort Frances without consulting with the citizens these decisions affect. The community services offered have greatly suffered over the past few years. What is the town of Fort Frances offering for recreation this summer? What are the offerings for child care? I think there needs to be an effort to find a way to safely and effectively run programming. There needs to be brainstorming of new ways to make these programs run as we transition to a new normal. Much larger centers seem to be figuring it out, and I am confident Fort Frances could too. I am requesting that my concern be added for discussion at the next available council meeting.

Respectfully,

Janice Neurinski

(807)276-1819

Fort Frances
CANADIAN BASS CHAMPIONSHIP

June 10, 2021

Town of Fort Frances
320 Portage Avenue
Fort Frances, ON

To Whom It May Concern;

Please accept this letter of notification that the Fort Frances Canadian Bass Championship will be installing Fencing at the Sorting Gap Marina's Parking Area.

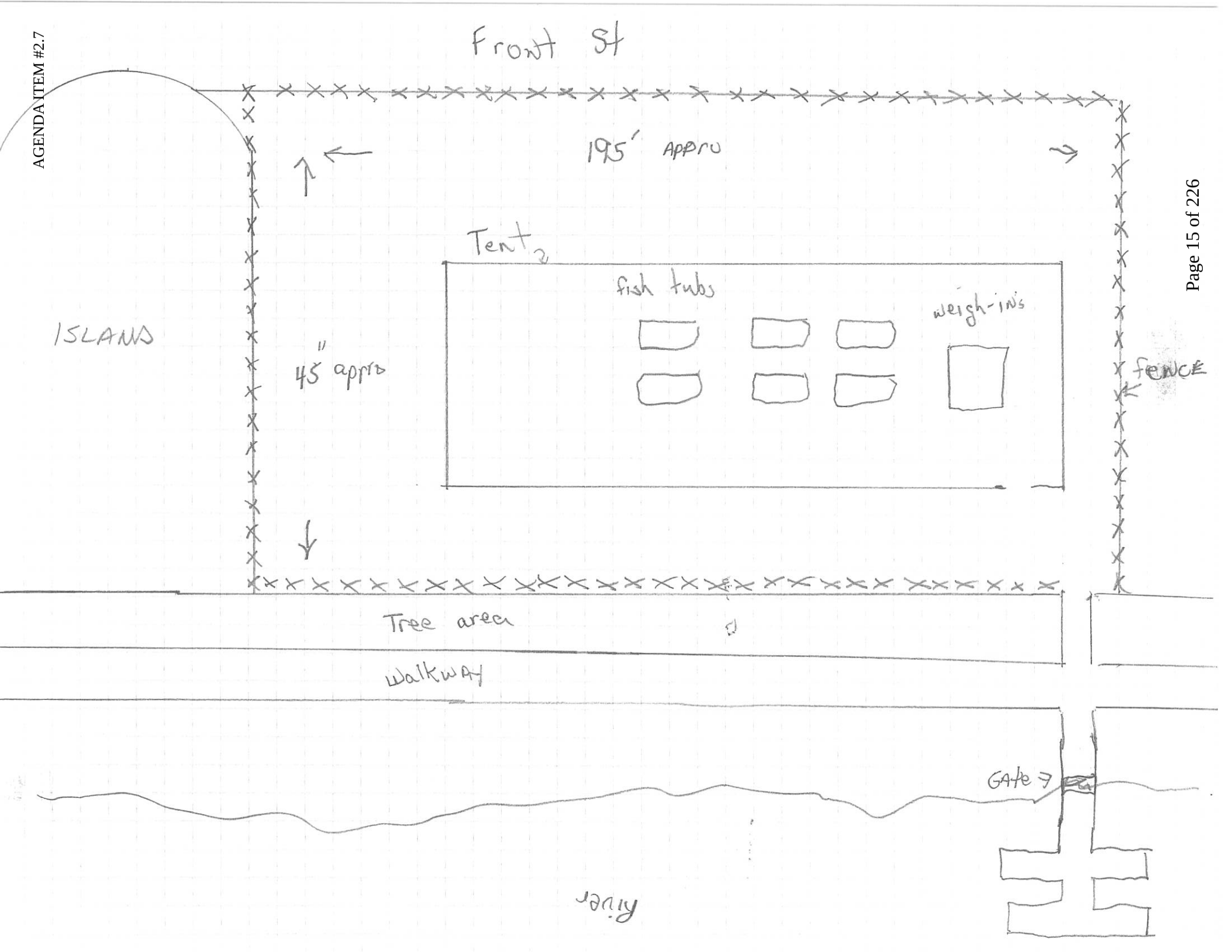
The fencing will only be put up around the parking area and the rest of the Sorting Gap areas will be left opened.

The time period for this will be from July 19th to the 25th inclusive.

A diagram of the fenced area is enclosed.

Thank you.

Wayne Allen
Co-Chair
FFCBC


Front St
195' Appro
Tent 2
fish tubs
weigh-in's
ISLANDS
45" appro
fence
Tree area
Walkway
GATE
River

TOWN OF FORT FRANCES

BY-LAW NO. 23/21 - A

(Being a by-law to amend by-law 23/21 to authorize the entering into of a lease agreement at the Sorting Gap Marina)

WHEREAS on May 18, 2021, Council approved a report from A. Bisson, Recreation & Culture Manager to approve a lease agreement with 1930709 Ontario Ltd.,

AND WHEREAS on May 18, 2021, Council approved the amendment to have both companies listed on the lease agreement,

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

1. That FFLECS Restaurant Management Inc. be added as second lessee to the Lease Agreement as this is the second half of the partnership that has been formed.

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 14th day of June 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 28 / 21

(Being a by-law to approve a Professional Consulting Services Agreement with Computational Hydraulics International awarded through a request for proposal process)

WHEREAS on April 26, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the Request for Proposal for the Development of a Municipality Wide Master Stormwater Management Plan to Computational Hydraulics International (RFP No. 21-OF-05);

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

1. That pursuant to the award of the request for proposal 21-OF-05, the following agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 14th day of June 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) in partnership with the Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

Please enter the title of the project/ assignment

Contract between the Corporation of the Town of Fort Frances and Computational Hydraulics International (CHI).

For the Development of a Municipality-Wide Master Stormwater Management Plan, to be performed to the satisfaction of the Town according to its Request for Proposal No. 21-OF-05 dated March 9, 2021 and as detailed in CHI's proposal dated April 6, 2021.

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AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 21st **day of** May **20** 21

-BETWEEN-

Corporation of the Town of Fort Frances

Hereinafter called the 'Client'

-AND-

Computational Hydraulics International (CHI)

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Development of a Municipality-Wide Master Stormwater Management Plan

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

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DEFINITIONS

1. **Client**
   Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. **Engineer**
   Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. **Municipal Engineers Association (MEA)**
   MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. **Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. **Order of Precedence**:
   i. Standard Agreement
   ii. Schedule A: Supplementary Conditions to the Standard Agreement
   iii. Schedule B: Addenda to the Request for Proposals (RFP)
   iv. Schedule C: Request for Proposal (RFP)
   v. Schedule D: Proposal submission document(s) from the Engineer
   vi. Schedule E: Other

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ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 Records and Audit

a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

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c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

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The Insurance Coverage shall be $ 3,000,000 per occurrence and in the aggregate for general liability and $ 1,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance
The Insurance Coverage shall be in the amount of $ 2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage
If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Majeure

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

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be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 0 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentially, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

1) Negotiation

   a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.

   b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

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c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
    i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
    ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
    iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
    iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991.*
    v. Each party shall bear is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

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vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act,* R.S.O. 1990, c.C-43.

4) Adjudication

a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act*, R.S.O. 1990, c. C-30.

b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

a) An estimate of the total fees to be paid for the Services.
b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

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1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

n/a

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ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

See Section 3 in CHI proposal dated April 6, 2021 and appended to this Contract. The specific tasks include: 1-Review and Compile Background Data, 2-Review Conveyance Network, 3-Assess Structural Condition, 4-Conduct Field Investigation, 5-Assess Hydraulic Performance, 6- Develop Proposed Capital Improvement Plan, 7-Identify New Development Guidelines, 8-Identify Funding Strategy, 9-Identify Future Vulnerabilities, 10-Recommend Implementation Plan, 11-Prepare Master Plan Report

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

- Provide available information and documents that are relevant to the Project
- Attend Project meetings
- Provide direction and feedback on issues raised by the Engineer during the course of the Project
- Review report submittals and provide comments

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ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.

iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.

iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment for this agreement

Fees Calculated on Time

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE
n/a	

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3.2.2 Fees Calculated on a Time Basis

a) Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

b) Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Upset Cost Limit

(a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.

(b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of n/a % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

(c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of $n/a plus, applicable taxes made up as follows:

(i) $n/a plus, applicable taxes for Core Services as described in Schedule A; and,

(ii) $n/a plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.

(d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.

(e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 0 %, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum Basis

a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive or labour, disbursements and reimbursable expenses.

b) Monthly progress invoices will be based on the percentage of project completed or

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milestone achieved as detailed in the RFP.

c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis — Applies

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 Fees Calculated on a Percentage of Cost Basis — Does Not Apply

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within n/a months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the n/a months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

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3.3.3 Lump Sum Applies

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

(1) The Engineer's name and address;
(2) The date of the invoice and the period during which invoiced Services were supplied;
(3) Information identifying the Agreement under which Services were supplied;
(4) A description of the services supplied;
(5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
(6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
(7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 2.0 % per annum.

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ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: Computational Hydraulics International (CHI)

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This 21st **Day of** May **, 20** 21

Signature		Signature	
Name	Rob James	Name	
Title	President and CEO	Title	

CLIENT: Corporation of the Town of Fort Frances

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This_____Day of_____, 20 ____

Signature		Signature	
Name		Name	
Title		Title	

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ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents ifrequired.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

	Attached
Schedule A: Supplementary Conditions – attached OR not used	☐
Schedule B: Addenda – attached OR not used	☑
Schedule C: Scope of Services – RFP attached OR not used	☑
Schedule D: Proposal from engineer – attached OR not used	☑
Schedule E: Other	☑

WSIB clearance and insurance certificate

NOTE: Attach all appropriate schedule documents as indicated (✓).

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TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to authorize entering into an agreement with Revco Carpet Centre Ltd. with respect to the sale of certain lands – the *Municipal Act, 2001*, c. 25, S.O. 2001.)

WHEREAS the *Municipal Act, 2001,* S.O. 2001, c. 25, (the ”Act”) at section 9, provides that “a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act”;

AND WHEREAS the Act, at section 10, subsection (1), provides that “a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public”.

AND WHEREAS on April 12, 2021, Council received a report and gave direction to proceed with the sale of certain land to Revco Carpet Centre Ltd.

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

1. That the Agreement of Purchase and Sale with Revco Carpet Centre Ltd., said document in the form of Schedule “A” attached hereto and forming part of this by-law be signed by the Mayor and Clerk.

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 14th day of June 2021.

J. Caul, Mayor

E. Slomke, Clerk

OFFER TO PURCHASE/AGREEMENT OF PURCHASE AND SALE

BUYER, ... Revco Carpet Centre Ltd. ..... (the "Buyer") agrees to purchase from

SELLER, ... The Corporation of the Town of Fort Frances (herein sometimes referred to as the "Seller", or the "Town"), the following .....

REAL PROPERTY (the "property"), Part of Block A, Plan SM-211; McIrvine; designated as Parts 1 and 2, Plan 48R-4623; Fort Frances; subject to easement in favour of Bell Canada as in RD14202 (Part of PIN 56019-0998), containing 0.9637101 acres .....

PURCHASE PRICE (the "Purchase Price"): ..Three Thousand, Three Hundred Seventy Two Dollars and Ninety Nine Cents Cdn ($3,372.99 Cdn) .....

DEPOSIT:

Buyer submits (upon acceptance.) ..... One Thousand ..... Cdn Dollars ($Cdn $1,000.00) by negotiable cheque payable to the solicitor for the Seller to be held in trust without interest pending completion or other termination of this agreement of purchase and sale (the "Agreement") and to be credited toward the Purchase Price on completion. Buyer agrees to pay the balance of the Purchase Price to the Seller on closing, subject to increase or decrease by virtue of adjustments (if any).

1. **IRREVOCABILITY:** This Offer shall be irrevocable by the Buyer until 4:00 p.m. on the 18th day of June, 2021, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed on or before 4:30 p.m. on or before the 7th day of July, 2021 (in this Agreement sometimes referred to as the "Completion Date" or the "Closing Date"). Upon completion, vacant possession of the property shall be given to the Buyer.

3. **FIXTURES EXCLUDED:** None.

4. **CHATTELS INCLUDED:** None.

5. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: None. No rentals.

6. **FACSIMILE/EMAIL:** This Agreement may be accepted and/or amended by facsimile or scanned electronic transmission, and any amendments and/or signatures and/or initials, and/or otherwise done by or via facsimile or scanned email transmission shall be good and valid as if original.

7. **HST:** The Purchase Price does not include Harmonized Sales Tax ("HST") and, if this transaction is subject to HST, then applicable HST shall be in addition to the Purchase Price, and HST shall be collected and remitted in accordance with the applicable legislation, provided that no HST will be collected if Buyer is an HST registrant and agrees to self-

access for any such exigible amount and provides the Seller, on or before the Completion Date, with an undertaking and indemnity to this effect in form and substance reasonably satisfactory to Seller.
Any HST on chattels, if applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until June 28, 2021 (Requisition Date) to examine the title to the property at its own expense to satisfy itself that there are no outstanding work orders or deficiency notices affecting the property, that its present use may be lawfully continued, and that the building(s) thereon, if any, may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building (if any) may not be insured against risk of fire, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee (with all related costs at the expense of the Seller) and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, SO. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended

to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at it's expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall be prepared in registrable form at the expense of Buyer. Seller and Buyer covenant that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

Further, it is understood and agreed by and between Seller and Buyer that Buyer shall pay and be responsible for the Seller's costs and expenses and any and all HST thereon with respect of or relating to this Agreement, the preparation of this Agreement, the transaction of purchase and sale contemplated in and by this Agreement, and any and all documentation and otherwise in respect thereof or in relation thereto [and which shall include, without limitation, any and all Seller's legal fees and disbursements (herein sometimes referred to as "Legal Costs") and all HST thereon] in any way respecting or related to, or resulting from, this Agreement. Legal Costs to the Completion Date shall be included as an amount to the required credit of the Seller on the statement of adjustments.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or their respective lawyers who may be specifically authorized in that regard.

20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company or Credit Union.

21. **AS IS, SERVICES, DEVELOPMENT:** The Buyer hereby acknowledges, understands, and agrees that:

    (a) the property is unserviced vacant land, and that Buyer is purchasing the property on an "as is" basis, without representation or warranty of any kind whatsoever from the Seller or otherwise as to fitness, condition, or otherwise (and whether environmental or otherwise);

    (b) any development of the property will require a building permit and such other permits required by law or authority having jurisdiction;

    (c) Buyer acknowledges and agrees that the Property is within an area of the Town that is subject to site plan control, and, further, that development of the Property will, except and subject to the decision by the Town to the contrary, be subject to a site plan control agreement or a development agreement, all as may be required and satisfactory to the Town; and

    (d) the property is currently not serviced, and the costs associated with installation of any and all services and facilities and things associated therewith or required therefor (herein any and all services and facilities and things associated therewith or required therefor are collectively sometimes referred to as the "Services and Infrastructure", which Services and Infrastructure shall include, but not be limited to, the provision and installation of sewer, water, hydro, such culvert(s) as required by the Seller, and any other infrastructure and things necessary or desirable therefor) are and shall be at the sole cost, expense, and responsibility of the Buyer.

22. **SURVEY AND RELATED COSTS:** Buyer shall pay and be responsible for all costs associated with the transfer of the property, including, without limitation, the cost of any surveys and reference plans and/or any similar and/or related documentation and things which may be necessary therefor.

23. **TRANSFER:** Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred in whole or in part without the prior consent in writing

of the Seller, which consent may be unreasonably withheld.

24. **DEVELOPMENT GUARANTEE**:

(a) The Buyer shall, on or before the Completion Date, pay to the Seller, in addition to the Purchase Price, the sum of $10,000.00 per acre (the "$10,000.00 Sum"), which $10,000.00 Sum is to be returned to the Buyer without interest within 30 days of the Buyer having completed all of the following at Buyer's sole cost and expense:

(i) the Buyer having completed, in accordance with all authorities having jurisdiction, the construction of an office/storage building (the "Building") in and on the property having a value of at least $40,000.00; and

(ii) the Buyer having designed, constructed, and installed the Services and Infrastructure in accordance with the requirements of all authorities having jurisdiction, good engineering practice, in a good and workmanlike manner, and in such location as required by Seller, so that the property and Building are fully serviced; and

(iii) while municipal services (water and sewer) are available subject to proper application being made, all costs associated with bringing services to the property, installation, and otherwise are the sole responsibility of the Buyer. Council has agreed that the warehouse does not require services unless it becomes accessible by the public in the future.

(b) The Seller need not pay the $10,000.00 Sum to the Buyer and the Buyer shall in any event not be entitled to the return of, or to receive, the $10,000.00 Sum (or any other payment or monies) from the Seller if the Buyer fails to complete the Building and Services and Infrastructure in accordance with and as required by paragraph 24(a) of this Agreement, by on or before 2 years from the date of completion, in accordance with the Sale of Towns Lands policy.

(c) Notwithstanding anything contained in this Agreement, forthwith upon the Services and Infrastructure having been constructed and completed in accordance with and as required by and pursuant to paragraph 23(a) of this Agreement:

(i) all Services and Infrastructure shall, without any compensation, payment, and/or otherwise being required to be paid and/or transferred and/or otherwise from the Seller to the Buyer, be and be deemed to be the property of the Seller; and

(ii) the Buyer shall have no right, claim, ownership, and/or otherwise in or to any such Services and Infrastructure and/or any part thereof

except for such part of the Services and Infrastructure within (internal to) the boundaries of the property being purchased hereunder.

25. **SEVERABLE AND SEPARATE:**

(a) Every provision of this Agreement is intended to be severable. If any term or provision of it is unenforceable, illegal and/or invalid for any reason, the unenforceability, illegality and/or invalidity shall not affect the validity of the

remainder of this Agreement.

(b) If any provision of any statute of any jurisdiction invalidates or voids this Agreement or any amendments to it, it is the intention of the parties that each provision of this Agreement or any amendments to it shall be construed as a separate contract under ordinary contract law and enforceable as such.

26. **COUNTERPARTS:** 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.

27. **SURVIVAL:** It is covenanted and agreed by and between the Buyer and Seller that this Agreement and the terms, conditions, covenants, agreements, and provisions herein contained and/or contained in any documents to be delivered by either of the parties on closing, and the warranties and representations contained herein and/or contained in any documents to be delivered on closing, shall not merge in the closing of the purchase and sale transaction hereby provided for, nor in the conveyance of ownership of the property by the Seller, but shall, notwithstanding the closing and/or any investigation by the Buyer, remain in full force and effect subsequent to the closing date.

28. **AGREEMENT IN WRITING:** For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

29. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Dated at Fort Frances, Ontario this day of June, 2021.

IN WITNESS whereof the Buyer has hereunto set its hand and seal.

Revco Carpet Centre Ltd.

per_____ ✷ Date _____
Title

per_____ ✷ Date _____
Title

I/we have authority to bind the Corporation

The undersigned Seller agrees to the above Offer.

Dated at Fort Frances, Ontario, this day of June, 2021.

IN WITNESS whereof the Seller has hereunto set its hand and seal.

The Corporation of the Town of Fort Frances

per_____ ✷ Date _____
June Caul, Mayor

per_____ ✷ Date _____
Elizabeth Slomke, Clerk

I/we have the authority to bind the Corporation

TOWN OF FORT FRANCES

BY-LAW NO. XXXX

(BEING a by-law to approve an agreement with KGS Group for the delivery of environmental professional services re: Shevlin Woodyard – Phase One & Two Environmental Site Assessment and Associated Works)

WHEREAS on May 25, 2021, Council approved a report from C. Vangel, CBO, recommending that the Town enter into an agreement for the delivery of environmental professional services with KGS Group.

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

1. That the agreement in the form of Schedule "A" attached to and forming part of this by-law with KGS Group 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 14th day of June 2021.

_____

J. Caul, Mayor

_____

E. Slomke, Clerk

ENGINEERING SERVICES AGREEMENT

dated as of the 3rd day of June 2021.

by and between:

TOWN OF FORT FRANCES
hereinafter called the "Client".

and:

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

AGREEMENT

The Client and KGS Group agree as follows:

A1 THE SERVICES

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

21-000-0573 – Phase I / II ESA - Former Shevlin Wood Yard

A2 AGREEMENT AND AMENDMENTS

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

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

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

A3 AGREEMENT DOCUMENTS

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

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

A4 COMPENSATION AND PAYMENT TERMS

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

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

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

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

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

Signature

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

Regional Manager
Title

TOWN OF FORT FRANCES

Per:

Signature

Print Name

Title

SCHEDULE "A"

SCOPE OF SERVICES

KGS Group Proposal 21-000-0573 – Phase I / II ESA - Former Shevlin Wood Yard, dated April 26, 2021.

(attached)

SCHEDULE B – GENERAL TERMS AND CONDITIONS

GC1. DEFINITIONS

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

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

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

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

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

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

GC2. TERM

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

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

GC3. OBLIGATIONS OF KGS GROUP

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

GC3.2 KGS Group will not be responsible for:

(a) the performance, acts or omissions of any contractors, subcontractors or suppliers;

(b) nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of contractors, subcontractors or suppliers; and

(c) safety precautions, programs, policies or procedures required in connection with the Work or for site safety at any location where Work is being performed.

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

(a) government authorities and public utilities; and

(b) manufacturers and suppliers of equipment, material or supplies.

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

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

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

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

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

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

(a) determining the feasibility or constructability of the information detailed within the Third-Party Documents; or

(b) verifying the accuracy or completeness of:

i. details such as dimensions and quantities; or

ii. instructions for installation or performance of equipment or systems;

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

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

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

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

GC4. OBLIGATIONS OF THE CLIENT

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

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

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

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

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

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

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

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

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

GC5. OWNERSHIP AND USE OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

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

(a) provide the Engineering Documents to third parties for purposes other than in connection with the Project;

(b) alter the Engineering Documents; or

(c) use the Engineering Documents on any other projects.

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

GC6. TERMINATION AND SUSPENSION

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

(a) the fees and disbursements of KGS Group that are incurred and unpaid up to the date of termination; and

(b) the expenses reasonably and necessarily incurred by KGS Group in winding down the Services.

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

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

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

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

GC7. FORCE MAJEURE

GC7.1 Neither party will be in default of this Agreement where the failure to perform an obligation is caused by or resulting from conditions or causes beyond its reasonable control. In such an event, each party will be allowed a reasonable period of time to fulfill its remaining obligations under this Agreement having regard to the applicable circumstances. Nothing herein will limit the obligation for any party to make any payment required by this Agreement.

GC8. LIMITATION OF LIABILITY

GC8.1 In this Section GC 8:

(a) "Client Claims" means any and all claims (which includes demands, losses, expenses, causes of action, liabilities and costs, including without limitation for all legal costs on a solicitor and own client basis) by the Client against any of the KGS Group Indemnified Parties, or third parties claiming contribution or indemnity from any of the KGS Group Indemnified Parties, that are related to or connected with this Agreement, including without limitation the performance of or failure to perform the Services, whether such claims arise in contract, tort (including without limitation negligence) or under any other cause of action, and "Client Claim" means any one of them;

(b) "KGS Claims" means any and all claims (which includes demands, losses, expenses, causes of action, liabilities and costs, including without limitation for all legal costs on a solicitor and own client basis) by KGS Group against the Client that are related to or connected with this Agreement, whether such claims arise in contract, tort (including without limitation negligence) or under any other cause of action, and "KGS Claim" means any one of them;

(c) "KGS Group Indemnified Parties" means KGS Group including, KGS Group's principals, officers, directors, employees, independent contractors, agents, representatives, subconsultants and/or subcontractors;

(d) "Liability Limit" means (i) the total fees paid by the Client to KGS Group under this Agreement, or (ii) $200,000, whichever is greater.

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

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

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

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

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

GC9. GENERAL LEGAL PROVISIONS

GC9.1 Neither party may assign this Agreement in whole or in part without the written consent of the other, which consent will not be unreasonably withheld.

GC9.2 No action or failure to act by the Client or KGS Group will constitute a waiver of a right or duty afforded or imposed under this Agreement, except as may be specified in writing.

GC9.3 This Agreement will be construed and governed by the laws of the province in which KGS Group has executed this Agreement. The parties attorn to the jurisdiction of the courts of that province.

GC9.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the remaining terms and provisions in this Agreement will remain in full force and effect.

GC9.5 This Agreement, any amendment or other document delivered in connection herewith, may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

THE TOWN OF FORT FRANCES- RFP NO. 2021-PD-08

Phase One & Two Environmental Site Assessments for the Former Shevlin Wood Yard

Proposal for Environmental Services

KGS Group Proposal:
21-000-0593

Date:
April 26, 2021

PREPARED BY:

Leah Poliszczak
Senior Environmental Technologist

APPROVED BY:

Tony Gallo M.Sc. EP
Environmental Dept. Manager

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1.0 INTRODUCTION

Kontzamanis Graumann Smith MacMillan Inc. (KGS Group) is pleased to submit our Proposal in response to RFP No. 2021-PD-08 dated March 25, 2021 and Addendum No. 1 dated April 14, 2021 to complete Phase I and Phase II Environmental Site Assessments (ESA's) at the Former Shevlin Wood Yard located within the Town of Fort Frances.

KGS Group is excited at the prospect of working with the Town of Fort Frances again and assisting the Town in achieving their objective to submit Record of Site Conditions that will allow the Town to promote both commercial and residential development of the site. Our experience in completing the required tasks to successfully complete this project will ensure that the Towns' project goals are effectively achieved.

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2.0 UNDERSTANDING OF THE ASSIGNMENT

The former Shevlin Wood Yard is an approximately 22-acre brownfield site located in the Town of Fort Frances, Ontario. The site was formerly owned by a now closed Pulp and Paper mail and was used as a site for storing bulk wood prior to processing. The site was also utilized as part of a Sawmill operation in the early 1900s.

The Town of Fort Frances recently completed a land use and economic development feasibility study for the property, which has detailed a mix of residential and commercial development and divided the site into three (3) areas based on proposed land use. The Town intends to install municipal infrastructure and further subdivide the land prior to selling parcels to developers.

2.1 Project Objectives

The objective of the project will be to complete three (3) Phase I ESAs and up to three (3) Phase II ESAs (if required), for the subsequent filing of Record of Site Conditions for each of the three (3) sections of land on behalf of the Town of Fort Frances.

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3.0 PROJECT TEAM

3.1 Corporate Profile and Experience- KGS Group

KGS Group is an employee-owned multi-disciplinary engineering firm established in 1986 (33 years in business) with its head office based locally in Winnipeg, and regional branch offices located in Thunder Bay, Mississauga, Regina, Saskatoon, Vancouver, and Seattle. KGS Group has a permanent staff of over 400, including professional engineers, geoscientists, and technical support personnel, many with advanced degrees and considerable years of experience. Our services are broad reflecting our expertise in municipal/transportation, geotechnical, GIS/survey, environmental, hydraulics/hydrology, structural, mechanical, electrical and instrumentation disciplines. We have steadily grown and now average over $60 million in volume of work each year. The Firm provides services to government and private sector clients throughout Canada and has developed strong risk management practices through our experience with large scale projects. Our risk management practices are implements across all projects to assist our clients in identifying risks and opportunities in each stage of their projects. Services for this project will be provided through our Thunder Bay regional office and our Winnipeg office.

KGS Group has completed numerous Phase I, II, III Environmental Site Assessments, remedial and risk management action plans, site remediation projects and Record of Site Condition filings in Northwestern Ontario. These services have been provided to Federal, Provincial and Municipal Government as well as industrial, commercial, and private clients.

Description of some of our completed projects similar in scope and nature of tasks required for the completion of this assignment are included in Appendix A.

3.2 KGS Group Team Structure

In response to the project requirements, KGS Group will provide the Town of Fort Frances with an expert team of professionals and support staff to complete this assignment, specifically chosen for their proven skills to undertake this project. Our key staff have been selected based on their involvement with similar projects and our approach is based upon strong leadership and communication with our in-house quality assurance policies and management tools. As a multidisciplinary engineering firm, KGS Group provides an abundance of support with professional Engineers (registered in Ontario) and technical personnel specializing in environmental, structural, mechanical, geotechnical, geological, GIS, water resources, and urban infrastructure.

3.3 Proposed Project Team

The following is a list of the key personnel with extensive experience that KGS Group proposes to use on this project.

RESPONSIBILITY	TEAM MEMBER	Experience
KGS Project Manager	Tony Gallo M.Sc. EP	23 years
Contaminated Sites Specialist	Bonnie Hoffensetz, M.Sc.,	22years
Remediation Specialist	Ed Collins, P.Eng.	25 years
Hydrogeologist/QPEsa	Jason Mann, P.Geo.	22 years
Environmental Scientist	Gary Crewdson H.BSc. EP	16years
Environmental Technologist	Leah Poliszczak, C.E.T (pending)	22 years
Environmental Technician	Todd Williamson	14 years

3.4 Experience and Qualifications of Key Personnel

The following capsule resumes provide the role, responsibility and pertinent background information of each key team member selected for this assignment. Full curriculum vitae for these key team members is provided in Appendix B.

Tony Gallo, M.Sc., P.Biol. EP
Senior Environmental Scientist| Role: Project Manager

Mr. Gallo has 23 years of experience in the fields of contaminated site assessment and remediation.

Since 1997, Mr. Gallo has managed and completed numerous Phase I, II and III Environmental Site Assessments in accordance with Ontario Regulation 153/04, as well as hydrogeological assessments, remediation projects, including remedial design and remedial options analysis. Sites include fuel storage tank locations, fuelling (gas) stations, landfills, rail yards, various federal and industrial metal/, petroleum hydrocarbon/PAH and PCB contaminated sites, as well as train derailment sites in isolated areas.

DEGREES AND AFFLIATIONS	YEARS OF EXPERIENCE	Notable Related Experience:
Environmental Professional (EP) and Professional Biologist (P.Biol. – Alberta).	Current Position: 23 With KGS: 23	• **Phase II Environmental Site Assessment and Site Specific Risk Assessment- O.Reg 153/04 – Kingston Dry Dock, Kingston Ontario – Public Works Government Services Canada** • **Phase I/II Environmental Site Assessments – Six DFO/CCG Small Craft Harbour Sites – Public Works Government Services Canada** • **Phase I ESA's at 17 Rail Yards/Properties, Ontario – Canadian National Railway**

Bonnie Hoffensetz, M.Sc.
Senior Environmental Scientist| Role: Contaminated Sites Specialist

Ms. Hoffensetz has 22 years of experience in the fields of contaminated site assessment and remediation.

Since 1999, Ms. Hoffensetz has completed and managed numerous Phase I, II and III Environmental Site Assessments (ESA) throughout Manitoba, Saskatchewan, Ontario, NWT and Nunavut, hydrogeological assessments, remediation projects, waste audits and remedial action plans. Properties include residential, institutional, commercial, and industrial in rural, urban and First Nations communities.

DEGREES AND AFFLIATIONS	YEARS OF EXPERIENCE	Notable Related Experience:
Master of Science – Environment and Management.	Current Position: 22 With KGS: 22	• **EM Surveys, Phase I ESA Supplement and Phase II ESA Work Plan – Five Transport Canada Properties – Public Works Government Services Canada** • **Screening Level Reports (SLR) and Updated Enhanced Phase I ESAs – Various First Nations Properties in ON – Public Works Government Services Canada** • **Phase I/II ESAs – Department of Fisheries and Oceans Properties, Lake of the Woods, Ontario –Public Works Government Services Canada**

Ed Collins, P.Eng., FEC
Senior Environmental Engineer| Role: Remediation Specialist

Mr. Collins has over 35 years of experience as a Professional Engineer and over 20 years experience in the environmental engineering field.

Mr. Collins serves as Project Manager for various environmental projects including Environmental Site Assessments (ESAs) and site remediation projects for various federal provincial and industrial clients. Projects have been conducted at locations across Manitoba, Saskatchewan, Ontario, Northwest Territories and Nunavut.

DEGREES AND AFFLIATIONS	YEARS OF EXPERIENCE	Notable Related Experience:
Professional Engineer (P.Eng. – Northwest Territories, Nunavut, Alberta, Manitoba & Ontario).	Current Position: 25 With KGS: 16	• **Geotechnical Investigations, Assessment and Remediation of Ruttan Mine, Northern Manitoba – Province of Manitoba, Department of mineral Resources** • **Remediation of Hydrocarbon Impacted Soil at the Former School in Split Lake, Manitoba – Tataskweyak Cree Nation** • **Remediation of Hydrocarbon Impacted Soil at an RCMP facility in Regina, Saskatchewan - Public Works and Government Services Canada**

Jason Mann, M.Sc., P.Geo, QP_{ESA}
Associate Prinicple / Environmental Department Head| Role: Hydrogeologist, QP_{ESA}

Mr. Mann has over 22 years of experience in geology and geological science, with applications in the field of hydrogeology and environmental management, and is responsible for the management and technical design for all hydrogeological and environmental projects at KGS Group.

Since 1999, Mr. Mann has managed and completed numerous hydrogeological and geotechnical engineering projects, hydrogeological assessments, well and aquifer pumping test/dewatering designs, groundwater and geological modelling for environmental and geotechnical applications, and water quality assessments.

DEGREES AND AFFLIATIONS	YEARS OF EXPERIENCE	Notable Related Experience:
Professional Geoscientist (P. Geo. – MB and ON), Qualified Person (QP) for ESA (QP_{ESA}) under the O.Reg. 153/04.	Current Position: 22 With KGS: 21	• **Geotechnical Investigations, Assessment and Remediation of Ruttan Mine, Northern Manitoba – Province of Manitoba, Department of mineral Resources (formerly Mines Branch)** • **8 Mile Channel Remediation – Manitoba Hydro** • **Groundwater, Surfacewater, and Geotechnical Investigations and Preliminary Engineering for LMB Outlet Channels Options C&D – Manitoba Infrastructure**

Gary Crewdson, HBSc., EP
Environmental Scientist| Role: Environmental Scientist

Mr. Crewdson has 11 years experience in the field of contaminated site assessment and remediation.

Since 2010, Mr. Crewdson has been responsible for planning, coordinating and completing a variety of environmental field investigations ranging from landfill water quality assessment, Phase I, II and III Environmental Site Assessments, designated substances/hazardous materials surveys, environmental baseline studies, terrestrial and aquatic inventories to the remediation of soil and water. Sites include fuel storage tank locations and gas stations, landfills, rail yards, various federal and industrial contaminated sites, as well as train derailment sites in isolated areas.

DEGREES AND AFFLIATIONS	YEARS OF EXPERIENCE	Notable Related Experience:
Environmental Professional (EP)	Current Position: 11 With KGS: 11	• **Phase I/II III Environmental Site Assessment, Water Street – City of Thunder Bay** • **Phase I/II Environmental Site Assessments – Two DFO/CCG Small Craft Harbors – Public Works Government Services Canada** • **Phase II/III Environmental Site Assessments – Five Federal Properties – Public Works Government Services Canada**

Leah Poliszczak,
Senior Environmental Technologist| Role: Environmental Technologist CET (Pending)

Ms. Poliszczak has 22 years of experience in the fields of contaminated site assessment and remediation.

Since 1999, Ms. Poliszczak has completed numerous Phase I and II Environmental Site Assessments (ESA) in accordance with CSA Z768-01 / CSA Z769-00 and O.Reg 153/04 throughout Ontario, NWT and Nunavut, hydrogeological assessments, remediation projects and hazardous materials / designated substances surveys. Properties have included residential, institutional, commercial, and industrial in rural, urban and First Nations communities.

DEGREES AND AFFLIATIONS.	YEARS OF EXPERIENCE	Notable Related Experience:
Environmental Engineering Technology (Co-Op) Diploma. Certified Engineering Technologist (C.E.T Ontario – pending).	Current Position: 22 With KGS: 22	• **Phase I/II Environmental Site Assessments – Six DFO/CCG Small Craft Harbour Sites – Public Works Government Services Canada** • **Phase II/III Environmental Site Assessments – Two DFO Properties – Public Works Government Services Canada** • **Phase II Environmental Site Assessments at 8 Rail Yard/Properties, Ontario – Canadian National Railway**

Todd Williamsom
Environmental Technician| Role: Environmental Technician

Mr. Williamson has 14 years experience in environmental site assessment and site remediation.

Since 2007, Mr. Williamson has completed numerous Phase I, II and III Environment Site Assessment projects as well as site remediation projects. Mr. Williamson is responsible for contract administration, surveying, groundwater monitoring well installations, environmental instrumentation installation and calibration, surface water and groundwater monitor and sampling and soil sampling. Sites have including fuel storage sites and gas stations, landfills and various federal, provincial and industrial contaminated sites.

DEGREES AND AFFLIATIONS	YEARS OF EXPERIENCE	Notable Related Experience:
Environmental Technology Diploma	Current Position: 14 With KGS: 14	• **Phase II Environmental Site Assessment and Site Specific Risk Assessment- O.Reg 153/04 – Kingston Dry Dock, Kingston Ontario – Public Works Government Services Canada** • **Phase II/III Environmental Site Assessments – Five Federal Properties – Public Works Government Services Canada** • **Low Flow Groundwater Sampling and Monitoring, CN Sioux Lookout and Hornepayne Yards , Ontario – Canadian National Railway**

3.5 List of Sub Contractors

To complete our project team, we have included the following subcontractors:

- Ontario Land Surveyor -TBT Engineering – Thunder Bay
- Drilling Company – Maple Leaf Drilling – Winnipeg/Thunder Bay
- Environmental Laboratory - ALS Laboratory – Thunder Bay
- Private Utility Locator – Superior Locates - Thunder Bay
- GFL Environmental – Removal of contaminated soil cuttings and purged groundwater – Thunder Bay

4.0 METHODOLOGY

KGS Group has reviewed the Request for Proposal (RFP) for this project along with Addendum No 1. From this review and our experience with similar projects we have developed a Work Breakdown Structure (WBS) which clearly identifies the major tasks and deliverables to be completed as part of this project. Tasks and sub tasks are shown on the WBS as discrete events, however, in practice many of these tasks will be undertaken in concurrently.

TABLE 1 – WORK BREAKDOWN STRUCTURE

Number	Description
1000	**Project Management and Meetings**
1000.01	Project Management
1000.02	Project Initiation and Kick Off Meeting (Meeting No. 1)
1000.03	Meeting No. 2 - Phase I ESA Review Meeting
1000.04	Meeting No. 3 – Pre-Survey Meeting
1000.05	Meeting No. 3 - Phase 2 ESA Review Meeting
1000.06	Meeting No. 4 - Remedial Action Plan Review Meeting
1000.07	Meeting No. 4 - RSC Pre Submission Meeting
1100	**Phase I Environmental Site Assessment**
1100.01	Background Data Collection and Review
1100.02	Interviews
1100.03	Site Visit
1100.04	Phase I Environmental Site Assessment Report
1200	**Reference Plan Survey**
1200.01	Completion of Reference Plan Survey
1300	**Phase II Environmental Site Assessment**
1300.01	Develop and Finalize Sampling and Analysis Plan
1300.02	Field Investigation
1300.03	Data Review and QA/QC
1300.04	Phase II Environmental Site Assessment Report
1400	**Remedial Action Plan**
1400.01	Data Gap Analysis
1400.02	Remedial Options Analysis
1400.03	Cost Estimates
1400.04	Remedial Action Plan Report
1500	**Record of Site Condition**
1500.01	Preparation of Record of Site Condition Submissions
1500.02	Submission of Record of Site Conditions

4.1 Phase 1000 Project Management

4.1.1 TASK 1000.01 PROJECT MANAGEMENT

The project team will be managed by Mr. Tony Gallo M.Sc. EP, the Environmental Department Head at KGS Group-Thunder Bay. He will assume corporate responsibility for delivery of the project and provide leadership to the team. All communications will be directed between Mr. Gallo and the Town of Fort Frances's project manager to ensure clear and consistent communications.

Mr. Gallo brings over 23 years of experience in the environmental services field. His experience includes project management, budgeting, scheduling, investigation and reporting for a variety of contaminate site investigation/remediation projects. Mr. Gallo's knowledge of working on similar assignments coupled with his professional management style will guide the project.

Tony Gallo M.Sc. EP – Senior Environmental Scientist, Env. Department Head – Thunder Bay
P: (807) 628-3832
E: tgallo@kgsgroup.com

Mr. Gallo will maintain regular communication with the Town of Fort Frances's project manager to ensure that they are up to date on any encountered issues and that deliverables are being provided promptly.

Weekly internal progress meetings will be held to monitor our overall project progress and facilitate cost and schedule controls. The meeting agendas will cover schedule review, percent complete of tasks, review of outstanding tasks and deliverables, and a review of our project risk matrix.

Through each part of the project, Mr. Gallo will prepare Monthly Status Reports to update the Town of Fort Frances on the progress of the project. These updates will include the engineering fees expended to date. Mr. Gallo will also provide forecasting for monthly accounts.

4.1.1.1 Management Tools

KGS Group has developed several project management tools to assist in completing the project scope requirements. The backbone to each of these tools is our Time-Task Matrix Chart (TTM) that defines each engineering activity for each phase of the project and is shown in Table 1. The tools are described below and include fee/cost monitoring, resource monitoring, schedule monitoring, deliverable/document monitoring and scope monitoring.

Resource Monitoring

Resource requirements will be monitored monthly using the preliminary Time-Task Matrix (TTM). The TTM illustrates our resource/responsibilities and level of effort required to perform each engineering activity and includes the total hours per staff for each of the project phases, and the project overall, are summarized at the bottom of the table. The Project Manager will monitor the progress weekly of each task and determine if additional resources are required. No staff will be added to the project without prior authorization from the Municipal Project Manager.

Schedule Monitoring

KGS Group has developed preliminary Time and Activity Schedules as shown in Table 2; indicating the duration of all activities shown. Our preliminary Time and Activity Schedules will be used as the baseline schedule for all activities indicated in our TTM and the Target Milestone dates are based on the project milestones listed in the TOR.

Mr. Gallo will manage our schedule using the tracking Gantt chart functions of Microsoft Project. The estimated completion level of each activity will be based on our internal design meetings and issued deliverables to date. The tracking Gantt chart illustrates the percent completion of each task and associated task precursors. Further, the tracking Gantt chart will automatically revise the critical path of the project based on the updated progress of engineering activities and the linkages between tasks. The KGS Group Project Manager will monitor the critical tasks as the project proceeds to ensure that resources are focused on meeting these deadlines and maintaining or improving the base project schedule.

Cost Monitoring and Invoicing

KGS Group's Project Manager will monitor cost performance monthly to identify any variations from the estimated budget breakdowns. Earned Value Analysis (EVA) reporting will be utilized to monitor work progress versus actual costs (refer to Appendix B for a sample EVA submission) and invoices will be prepared monthly based on scope completed within the monthly period. Invoices will be issued to the Town of Fort Frances with Monthly Status Reports on the progress of the project to date.

Deliverable Monitoring

A preliminary list of deliverables has been prepared based on our current understanding of the project requirements and is listed in Section **Error! Reference source not found.**.

This list will be used to monitor deliverable requirements for the project and to ensure the documents have been issued to the Town of Fort Frances. The table summarizes expected deliverables for each engineering activity listed in our TTM.

Scope Change Management

An Engineering Scope Change Authorization (ESCA) will be required for engineering work outside of the original scope of work identified in the TOR. The ESCA will be prepared by KGS Group and will include a description of the revised scope of work, the rationale for the change, and fee estimate breakdown. Our Project Manager will submit the ESCA to the Town of Fort Frances's Project Manager for review and approval.

4.1.1.2 Development of Health and safety Program

KGS Group will develop a Health and Safety program (HASP) in accordance with all applicable code/statues prior to conducting any site visits or fieldwork. The HASP will ensure the health and safety of all KGS Group employees, sub-contractors, and others at the site. KGS Group will be responsible for making all employees and others at the site aware of the potential contamination and for ensuring the health and safety of all personnel at the site. A copy of the plan will be kept with on-site personnel for the duration of the field program.

The HASP will outline potential hazardous incidents, the codes/statutes to be met, rules of behaviour, protective equipment, and clothing to be provided, security features to be established, responsible individuals, and all related matters.

For emergency purposes, as a minimum, the HASP for the site will include the following:

- Emergency numbers of the local fire, police, ambulance, hospital and poison control centre;
- Local regulatory reporting requirements in the event of personal injury;
- Spill response procedures; and
- Name and phone numbers of the KGS Group Project Manager and alternate KGS Group contacts (work, cell and home).

KGS Group site personnel will carry a cellular phone for use during travel and on-site. In addition, all KGS Group site personnel have current First Aid training.

4.1.1.3 Covid-19 Planning and Collaboration Tools

KGS Group is committed to protecting the health and safety of our staff and clients during the current COVID-19 pandemic. KGS Group has developed and implemented a Pandemic Response Plan and we have taken measures to ensure the safety of our work crews and office staff while on site and in the office or working remotely. These measures include, but are not limited to:

- Including COVID-19 safety measures on all JSAs;
- Adopting the Construction Safety Association of Manitoba COVID-19 Prevention Best Practices for Construction Sites;
- Development and implementation of contingency plans to ensure the steady flow of work products and deliverables when and if staff are unable to perform their duties;
- Providing additional hand washing supplies, hand sanitizers, disinfecting wipes and tissue for staff;
- Limiting occupancy of all company vehicles to one person per vehicle;
- Respecting the recommended 2 m separation between staff;
- Limiting number of staff working in offices and providing remote work capabilities;
- Requiring that all office and field staff self-assess and complete a Fit for Duty Questionnaire prior to entering a KGS Group or client job site or work place; and
- Monitoring this ever-evolving situation closely and taking advise from the experts.

We continue to update our health and safety procedures as new guidance and directives are provided by Federal and Provincial agencies.

KGS Group recognizes and acknowledges there are additional project risks as we navigate through the COVID-19 pandemic and its global impact on construction projects. KGS Group has prepared for the spread of the novel coronavirus (COVID-19) with the intent to maintain the high level of service our clients have come to expect through the uncertain times ahead.

While a number of our physical offices are closed to the public at present, the majority of our staff are effectively working remotely. We have implemented remote work protocols enabling our operations to continue uninterrupted while protecting the health of our employees, clients and communities. In addition, some jurisdictions have recognized engineering as an essential service. As a result, where possible, we intend to keep a core group of staff working in our offices to ensure services we provide our clients are maintained. Strict policies and procedures are in place to protect our staff in the office and on jobsites that are still in operation.

In addition, our firm has been using collaboration tools such as Microsoft Teams in advance of the current crisis and we continue to leverage these platforms for continuous communication between team members for effective design. During the project, the Project Team can expect we will provide a platform to meet regularly and safely with Project Team staff and the steering committee in an interactive manner.

While we cannot predict all of the broader effects of the current situation, we have positioned ourselves to adapt our operations as required to deliver on our commitments.

While the future impact of COVID-19 on project travel is not fully known at this time, it is understood that there may be impacts on travel schedules and staff, depending on the site requirements. While we cannot predict all of the effects of the COVID-19 pandemic, we will adapt as required to deliver on our commitments. At this time, we have/have not included some allowance within this proposal to account for these possible impacts. As with all COVID-19 related items we will work with our clients to determine the best safe course of action closer to performing the activities. As always, the safety of our staff, clients and the public is paramount and we will adapt to meet those needs.

4.1.2 TASK 1000.02 PROJECT INITIATION AND KICK OFF MEETING

Upon notification of award, KGS Group will commence several tasks. Internally we will set up billing information, project phase fees, directory folders, file templates and proposal links. Initial submissions will be provided for review including a draft invoice, our Safe Work Plan and other documents that may be required of the Town of Fort Frances. KGS Group will then schedule a Kick Off meeting (Meeting No. 1) with the Town of Fort Frances. The objectives of this meeting will include:

- Introduce KGS Group team members to the Town of Fort Frances,
- Review and project scope,
- Identify key issues and objectives,
- Review schedule and budgets,
- Gather all information and resources readily attainable and arrange for later assembly of all available Town of Fort Frances records and other information pertaining to the work,
- Establish administration procedures,
- Establish communication channels,
- Develop matrix of identified risks with potential mitigation strategies to provide structure of Project Management Plan
- Discuss any new information or requirements that the Town of Fort Frances may have

4.1.3 TASK 1000.03-1000.07 PROJECT MEETINGS

In addition to the Kick Off Meeting (Meeting No. 1), an additional five (5) formal review meetings are planned during the project. The meetings will be conducted at key deliver points including:

- Meeting No. 2 - Review of Draft Phase I ESA Reports
- Meeting No. 3 - Review of Survey Requirements
- Meeting No. 4 - Review of Draft Phase II ESA Reports
- Meeting No. 5 - Review of Draft Remedial Action Plan and Costing
- Meeting No. 6 - Pre Record of Site Condition Submission.

At these meetings, KGS Group will present corresponding results and information to the Town of Fort Frances and request feedback. All comments will be noted, and applicable documents will be revised appropriately.

Due to the current and anticipated Covid 19 protocol and restrictions, all meetings are expected to be conducted via video conferencing. If issues arise during the project that requires unplanned meetings with the Town of Fort Frances, these meetings will be scheduled promptly and are to be conducted via video conferencing.

4.2 Phase 1100 Phase I Environmental Site Assessment

The purpose of the Phase One Environmental Site Assessment (ESA) will be to investigate past and present activities conducted at the property and surrounding properties, in order to:

- Establish the current environmental condition of the property and identify actual areas of environmental concerns (AEC) or potential areas of environmental concern (APEC) at the subject property;
- To develop a preliminary determination of the likelihood that one or more contaminants have affected any land or water on, in or under the Phase One Property;
- Determine the need for additional investigations at the subject property (i.e. Phase Two ESA) to confirm or quantify any potential environmental issues identified in the Phase One ESA.
- Provide a basis for carrying out any Phase Two Environmental Site Assessment required; and,
- File a Record of Site Condition on behalf of the Town of Fort Frances with the Ontario Ministry of the Environment Conservation and Parks (MECP) for the above noted property following the completion of the required environmental and risk assessments.

As the Phase One ESA is being completed in support of filing a Record of Site Condition, the Phase One ESA will be completed in accordance with Ontario Regulation (O.Reg) 153/04 (as amended) "Records of Site Condition" under Part XV.1 of the Ontario Environmental Protection Act (EPA) and will including the **"Phase One Property"** (the property that is the subject of the phase one environmental site assessment), the **"Phase One Study Area"** (the area that includes a phase one property, any other property that is located, wholly, or partly, within 250 metres from the nearest point on a boundary of the phase one property and any property that the qualified person determines should be included as a part of the phase one study area).

4.2.1 TASK 1100.01 BACKGROUND INFORMATION COLLECTION AND REVIEW

This task will consist of obtaining and reviewing background information for the site and adjacent properties and should provide an in-depth understanding of the site history, knowledge of the range of contaminants of potential concern (if any), and documented facts with respect to the actual contamination. This will be accomplished through a thorough review of the Phase I and II Environmental Assessments completed for the site by the previous owner and the following records (where available) as per O.Reg 153/04 (as amended):

General:

- Fire Insurance Plans;
- Chain of Title documents; and,

- Environmental Site Assessment Reports and Other Reports.

Environmental Source Information:

- National Pollutant Release Inventory;
- PCB Information;
- Certificates of Approval, Permits to Take Water, Certificates of Property Use;
- Inventory of Coal Gasification Plants;
- Records concerning environmental incidents, order, offences, spills, discharges of contaminants or inspections;
- Waste management records;
- Reports submitted to the Ministry;
- Retail fuel storage tank information;
- Notices and instruments including RSCs;
- Areas of natural significance; and,
- Landfill information.

Physical Setting Sources:

- Aerial photographs;
- Topographic maps;
- Physiographic maps;
- Geological maps; and,
- Well records.

Site Operating Records:

- Regulatory permits and records relating to APECs;
- Material safety data sheets;
- Underground utility drawings;
- Inventories of chemical uses and chemical storage areas;
- Inventory of above ground and underground storage tanks;
- Environmental monitoring data;
- Waste management records;
- Process, production and maintenance documents related to APECs;
- Records of spills and discharges of contaminants;
- Emergency response and contingency plans;
- Environmental audit reports; and,
- Site plan of facility.

4.2.2 TASK 1100.02 SITE RECONNAISSANCE AND INTERVIEWS

KGS Group personnel will conduct interviews to corroborate or augment the information gathered during the Records Review. To effectively assess possible sources of contamination, KGS Group will complete this step prior to the site visit.

KGS Group personnel will conduct interviews with persons familiar with the property and complete questionnaires designed to document information on previous activities/occurrences. Questions may be asked in person, over the phone, or in writing, at the discretion of KGS Group or other pertinent individuals.

The site reconnaissance will be conducted with appropriate regard for the health and safety of KGS Group field personnel. The site visit will be completed after the records review has been conducted.

The specific objectives of the site reconnaissance will be to:

- Determine if APECs exist, through observations about current and past uses and PCAs on , in or under the Phase I Property and, as practicable, current and past uses and activities and PCAs in the Phase I Study Area; and
- Identify details or potential contaminant pathways on, in or under the Phase I Property as a result of APECs and contaminants of potential concern.

KGS Group personnel will note current uses and possible sources of environmental contamination both on and off-site. All unidentified substances will be recorded, and all (if any) appropriate indicators and sources of contamination will be inspected and recorded appropriately. All adjoining properties and properties located within the Phase I Study Area will be observed either from publicly accessible areas or from the boundaries of the subject property. Any limitations (physical obstructions, paved areas, etc.) and limiting conditions (inaccessible areas, safety concerns, etc.) will be recorded and included in the resulting report.

In conducting site visits, KGS Group uses prepared checklists to ensure all pertinent factors are documented and potential risks are identified. While on-site, KGS Group will take notes and photographs.

4.2.3 TASK 1100.03 REPORT PREPARATION

Three Phase I ESA reports conforming to O.Reg. 153/04 will be prepared corresponding to the three development areas proposed for the site. The reports will include results of the records review, site plan, copies of all checklists/questionnaires completed during the site visit, site photographs and air photos. Recommendations for further investigative work, if required, will also be included in the reports.

Two hard copies and one digital copy of each of the reports will be provided to the Town of Fort Frances

4.3 Phase 1200 Reference Plan Survey

To complete the reference plan survey of the site, KGS Group has teamed with TBT Engineering an Ontario Land Surveyor. KGS Group and TBT will consult with the Town of Fort Frances to ensure that the survey will reference the conceptual design and act as the primary survey of reference for all works.

Two hard copies and one digital copy of the survey work will be provided to the Town of Fort Frances.

4.4 1300 Phase II Environmental Site Assessment

Based on the results of the Phase I ESA, a Phase II ESA will be completed and will include:

- Review all previous environmental studies,
- Investigate and characterize the soil and groundwater from areas identified during the Phase I ESA to determine the absence or presence of impacted soil and/or groundwater, as well as the presence of any light non-aqueous phase liquids (LNAPL),
- Identify all underground infrastructures that could act as migration pathways,
- Determine the groundwater flow direction and rates. Evaluate the probability for the off-site migration of LNAPL or dissolved phase hydrocarbons, and
- Establish any interaction between groundwater and surface water systems.
- Determine the need for any further work (i.e. risk assessment / remediation) for filing of the RSC.

KGS Group has assumed the following scope, for budgeting purposes, for the Phase II ESA (as per O.Reg 153/04, as amended):

- Co-ordinate all underground utility locates with appropriate agencies prior to commencement of any drilling activities.
- Advance a total of eighteen (18) boreholes (6 at each Phase II property). Fifteen boreholes will be advanced to a maximum depth of 7.5 meters (m), and three boreholes will be advance to bedrock (assumed 20 m). Nine (9) boreholes will be converted to monitoring wells. These monitoring wells will be advanced to determine impacts to soil and/or groundwater at the three Phase II properties. The locations of the monitoring wells will be finalized upon completion of the Phase I ESA.
- Collect and submit two (2) soil samples from each borehole location for the laboratory analysis of pH, benzene, toluene, ethylbenzene and total xylenes (BTEX), volatile organic compounds (VOCs), PHC fractions F1 to F4, Polycyclic Aromatic Hydrocarbons (PAHs), metals, inorganic and phenols. This work will be completed in order to characterize impacts to soil, if any.
- Conduct one (1) groundwater monitoring and sampling event after the completion of the monitoring well installation program. Groundwater samples will be collected and submitted from all 9 monitoring wells for the laboratory analysis of pH, BTEX, VOCs, PHC fractions F1 to F4,PAHs, metals, organics, tannins and lignins and phenols. This work will be done to quantify PHC impacts to groundwater, if any.
- For quality assurance purposes, one (1) duplicate soil sample and one (1) duplicate groundwater sample from each Phase II Property will collected and submitted for the laboratory analysis.
- Prepare a report documenting the results of the investigation, complete with a site plan showing the locations of all boreholes / monitoring wells, borehole logs and laboratory certificates of analysis

4.4.1 TASK 1300.O1 DEVELOP AND FINALIZE SAMPLING AND ANALYSIS PLAN

Prior to the commencement of any fieldwork, KGS Group will review all pertinent environmental data from the previous Phase I and II ESA and the Phase I ESAs (prepared by KGS Group as part of this project). KGS Group will develop a finalize the sampling plan based on the review of background information.

4.4.2 TASK 1300.02 FIELD INVESTIGATION

KGS Group proposes that eighteen (18) boreholes be advanced on the subject property (six boreholes at each Phase II property). Nine (9) boreholes will be converted into monitoring wells (three at each Phase II property). The location of the boreholes will be finalized prior to the commencement of field work.

KGS Group will obtain all utility locates prior to commencing the drilling program. Utility locates will include underground electrical, phone, cable, water/sewer/storm, heating and cooling supply lines and any other utilities, as necessary. KGS Group proposes to use **Superior Locate Services of Thunder Bay**, Ontario to conduct the underground utility locates.

KGS Group proposes to utilize **Maple Leaf Drilling of Winnipeg, MB** to conduct the drilling program. Maple Leaf is a licensed well driller in the Province of Ontario. KGS Group personnel will be on-site to supervise all aspects of borehole drilling and monitoring well installations, as well as to log the subsurface stratigraphy encountered at each of the boreholes.

The water table throughout the Town of Fort Frances is likely encountered between 1.5 to 5 meters below ground surface (mbgs). For budgeting purposes, it is expected that boreholes will be advanced to a maximum depth of 7.5 meters (m) with three boreholes (one at each Phase II property) advanced to bedrock (assumed to be 20 m). Hollow stem auguring will be utilized to install the monitoring wells. Monitoring wells installed at the site will provide the required information to determine the hydrogeologic conditions at the site, the nature and extent of on-site impacts, if any, and the potential for off-site migration of impacted groundwater, if any.

All monitoring wells will be constructed from 50-millimeter (mm) diameter schedule 40 PVC riser and No. 10 slotted screen. The screen will be placed so as to straddle the interpreted water table. All wells will be fitted with a J-plug and friction fit end caps, and will be finished at grade with a protective steel casing (flush mount casing). The annulus of each well will be backfilled with silica sand to approximately 0.3 m above the screen zone, with the remainder of the annulus backfilled with bentonite chips to grade. All soil cuttings will be contained on-site in soil bins and properly disposed of at the end of the Phase II ESA. KGS Group proposes to use GFL Environmental of Thunder Bay, Ontario to provide the soil and groundwater drums prior to the project and to remove the drums at the completion of the drilling program. All aspects of the monitoring well construction and installation will be in accordance with Ontario Regulation (O.Reg.) 903 and ASTM Standard D 5092-90.

All monitoring wells will be developed by purging using a disposable bailer. Monitoring wells will be purged of three (3) well volumes or until dry, with all purged water being managed on-site (non-impacted) or properly disposed of under the applicable Provincial regulations (impacted). All soil cuttings and purged water requiring offsite disposal will be removed from the site in a timely manner. Monitoring wells will be allowed to equilibrate prior to sampling of groundwater.

KGS Group will obtain UTM co-ordinates for all boreholes and monitoring well locations using a hand-held GPS unit, as well as the location of relevant permanent structures, property boundaries and roadways. A local elevation survey will also be conducted at the site to determine ground and top of pipe reference elevations at each monitoring well. Standard survey techniques will be used at the site. The results of the survey will be presented in the form of a metric plan at a reasonable scale and included in the Phase II ESA report.

4.4.2.1 Sampling and Analytical Program

All selected soil samples and groundwater samples will be submitted to ALS Laboratories of Thunder Bay, Ontario, a CALA accredited laboratory. All sampling and analysis will be in accordance with the Ontario Ministry of Environment, Conservation and Parks (MECP) Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario (Dec. 1996) and O.Reg 153/04 (as amended).

Soil

Soil from each borehole will be sampled using a split spoon sampler. Samples will be obtained at 0.75 m intervals, stratigraphic changes or at the discretion of KGS Group field personnel. All soil samples will be placed in plastic soil bags and field tested for petroleum hydrocarbon (PHC) vapors using a Mini-Rae Photo-Ionization detector calibrated to an isobutylene standard prior to the start of the drilling program.

Two (2) soil sample from each borehole will be submitted for the laboratory analysis of benzene, toluene, ethylbenzene, and total xylenes (BTEX), volatile organic compounds (VOCs), PHC fractions F1 to F4, polycyclic aromatic hydrocarbons (PAHs), metals, inorganics, and phenols. Two soil samples from the site will be submitted for grain size analysis.

All soil samples that are submitted for laboratory analysis will be "worst case", determined by PHC vapour concentrations and field observations. Where no impacts are observed, the sample procured from the interpreted water table will be submitted. One (1) field duplicate of all parameters to be analyzed will be submitted for quality assurance (QA) purposes from each Phase II property. Duplicates will be run by the laboratory for quality control (QC) purposes.

Groundwater

Groundwater sampled from the nine (9) newly installed monitoring wells will be submitted for the laboratory analysis of BTEX, VOCs, PHC fractions F1 to F4, PAHs, metals, inorganic, tannins and lignins and phenols. All samples will be placed immediately into appropriate sample containers for analysis. Sample containers will be laboratory supplied and pre-charged with the appropriate preservative, where applicable.

One (1) field duplicate of all parameters will be submitted for QA purposes (from each Phase II property). One (1) field and one (1) travel blank will be submitted for volatile parameters (BTEX) from each Phase II property. Duplicates will be run by the laboratory for QC purposes. Duplicate groundwater samples will also be taken at each monitoring well for field measurements of dissolved oxygen, pH, temperature, electrical conductivity, and reduction oxidation potential. Groundwater samples will be collected utilizing low flow sampling methodology.

One rising head permeability test will be conducted at each Phase II ESA property to determine the bulk hydraulic conductivity. The rising head test involves inducing an "instantaneous" lowering of the water level and then measuring the rate of recovery. Groundwater within the well is displaced by bailing the well as fast as possible using a disposable polyethylene bailer. The rate of recovery is measured at regular intervals using a water level meter with an accuracy of 0.001 m until a minimum of 80% recovery is reached. The rising head test will be conducted using the basic equipment and procedures outlined in the ASTM Standard D 4044 – 91.

4.4.2.2 Site-Restoration

KGS Group will arrange to have all soil cuttings and purged groundwater collected during the investigation properly disposed of in accordance with applicable Provincial regulations and in a timely manner upon completion of the fieldwork.

4.4.3 TASK 1300.03DATA REVIEW AND QA/QC

Laboratory results for soil and groundwater will be compared to the applicable Provincial standards found in the MECP publication "Soil, Groundwater and Sediment Standards for use under Part XV.1 of the Environmental Protection Act", dated April 15, 2011.

Laboratory data will be summarized in tables with the applicable comparison criteria.

A quality assurance/quality control review of field and laboratory data will be completed as part of this task.

4.4.4 TASK 1300.04REPORT PREPARATION

KGS Group will prepare a "stand alone" document that will not require the reader to refer to historical report(s) for additional information. All findings, including nil findings, shall be clearly presented in the reports.

The Phase II ESA report will include (but not be limited to) the project executive summary, introduction, background, methodology (including QA/QC), results, discussion of results, conclusions, recommendations, and references. All assumptions will be clearly stated as well. The appendices of the reports will include site maps, laboratory certificates, field logs (i.e. borehole logs) and site photos.

The results section will contain the laboratory data summarized in a table. The applicable environmental quality criteria and/or standards used for the numerical comparison will be identified and results exceeding the applicable criteria will be highlighted. The rationale for the selection of applicable guidelines/standards will be provided in the KGS Group report.

The site plan will show structures, boreholes, monitoring wells, significant topographical features, sample locations, the extent of contamination at the site (if applicable), etc. KGS Group will use the metric system for calculations and drawings, etc. The location of all contaminated sites will be identified in reference to fixed objects, if possible.

Based on the results of the Phase II ESA, KGS Group will prepare recommendations for further work, if required. Recommendations will include cost estimates for all environmental issues associated with the subject property and to undertake additional work should further assessment be required to delineate areas of contamination.

Cost estimates for any potential further work are not included in this proposal and cost estimate and will be provided at the completion of the Phase II ESA, if required.

4.5 Phase 1400 Remedial Action Plan

Based on the results of the Phase II ESAs completed for the site, a remedial action plan may be required if exceedances of applicable standards for proposed land use are exceeded.

Should this be the case KGS Group will focus on a risk based approach to remediation of the site that will look at synergies between proposed site development and remedial measures. This approach will look to minimize costs associated with conventional remedial approaches (i.e. dig and dump), and/or investigate the potential design features that would limit "risk" and would be acceptable to the MECP for Record of Site Condition purposes. These often take the form of hard barriers (i.e. asphalt) or soft barriers (ie. 1-2 m of fill over contamination, site berms) that would prevent exposure to contaminated media, or a combination of conventional remedial measures coupled with risk based measures.

The remedial action plan report will be provided to the Town of Fort Frances that will include remediation recommendations and requirements, material quantities, and include all field work and sampling/testing required for filing a Record of Site Condition. A Class C engineering cost estimate of all remedial works and associated tasks will be included in the remedial action Report.

Two hard copies and one digital copy of the Remedial Action Plan will be provided to the Town of Fort Frances.

4.6 Phase 1500 Record of Site Condition

Upon completion of the Phase I and II ESAs and any required remediation or risk assessment planning, KGS Group will prepare all documentation and file one Record of Site Condition for each of the three properties on behalf of the Town of Fort Frances.

5.0 PROJECT SCHEDULE

Our proposed Schedule for the work plan outlined in this proposal is provided in Appendix C. Each general task, milestone and review period is noted along with its anticipated duration and a one (1) week review period has been allocated for each Town of Fort Frances review stage of the project.

The critical path is clearly indicated and is based on the many successful Phase I/II ESAs that we have completed throughout Northern Ontario. KGS Group has the resources and experience to meet the schedule, and tasks will be performed concurrently where applicable, as required, to efficiently complete all tasks involved in this assignment.

6.0 QUALITY ASSURANCE

KGS Group Quality Policy

KGS Group is committed to providing services that demonstrate excellence in engineering and project management and is committed to consistently providing a high level of quality to our clients.

KGS Group has established a Quality Management System (QMS) designed to consistently provide a high level of quality engineering and project management services to our clients.

The QMS has been implemented throughout all KGS Group's offices, with Winnipeg, Mississauga, and Regina offices' QMS certified to ISO 9001:2015.

KGS Group's QMS promotes continual improvement in the quality of the deliverables and services we provide to meet our client's expectations and requirements. All management and staff of KGS Group work within the guidelines of the QMS to enable KGS Group to provide quality services to our clients.

KGS Group regularly performs internal organization audits to ensure the effectiveness of our management system and to improve our processes and services. As well, client feedback and performance metrics help us monitor and improve our processes and services.

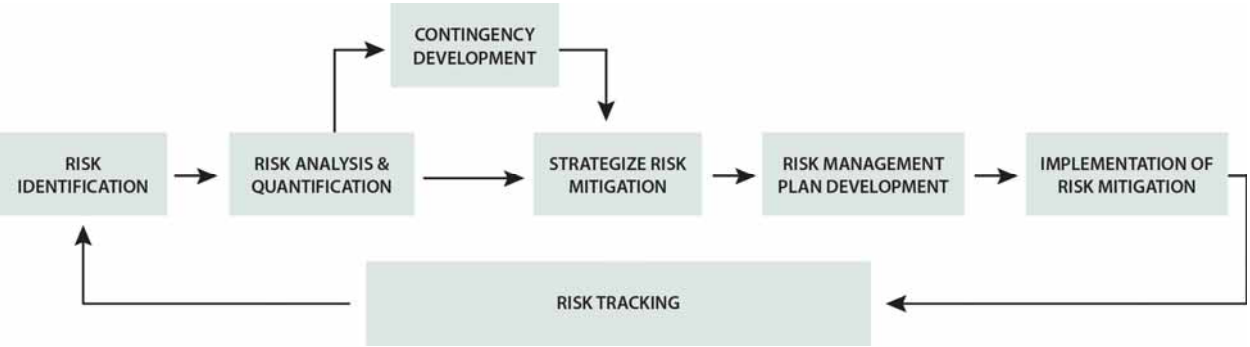
6.1 Risk Management

Systematic identification, analysis and effective management of the potential risks are critical to a successful outcome of this project.

Our team will work with the Town of Fort Frances to identify and mitigate risks throughout the project. Our firms' risk mitigation strategy is built on years of experience managing major planning, design, and construction projects across the Manitoba and throughout Canada. These include major drainage improvement projects; many hydro dam development, design, and construction projects; and the $600 million Manitoba floodway project.

Our risk management strategy (outlined in Figure 2 presents our risk strategy that includes Risk Identification, Quantification, Mitigation Planning, Mitigation Implementation and Monitoring and Tracking

FIGURE 2: RISK MANAGEMENT STRATEGY



7.0 PROJECT COSTS

The fixed fee costs to complete the project as described within this proposal are provided in Table 1 below and has been broken down in terms of fees and disbursements.

TABLE 2 FIXED FEE COSTS

Task	Fees	Disbursements	Sub Total	Taxes	Total Cost
Project Management and Meetings	$ 2,147.27	$ 0.00	$ 2,147.27	$ 279.15	$2,426.42
Phase I ESAs	$ 3,585.78	$ 800.00	$ 4,385.78	$ 570.15	$ 4,955.93
Reference Plan Survey	$ 571.20	$ 5,000.00	$ 5,571.20	724.26	$6,295.46
Phase II ESAs	$19,108.65	$ 54,074.15	$73,182.80	$9,513.76	$ 82,696.56
Remedial Action Plan	$ 4,790.3	$ 150.00	$ 4,940.00	$ 640.24	$5,580.54
Record of Site Condition	$ 1,983.45	$ 150.00	$ 2,133.45	$ 277.35	2,410.80
Total Estimated Project Cost	**$ 32,186.65**	**$ 60,174.15**	**$ 92, 306.50**	**$ 12,004.91**	**$ 104,365.71**

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8.0 PROPOSED AGREEMENT

KGS Group proposes that this work be completed under our standard engineering services agreement.

We have included this agreement in Appendix D.

APPENDIX A

Project Description Sheets

WILDON WIRING

Phase I & II Environmental Site Assessment

LOCATION

Thunder Bay

PROJECT DESCRIPTION

KGS Group was retained by Wildon Wiring Ltd. to complete a Phase I Environmental Site Assessment (ESA) at their property located in Thunder Bay. The purpose of the Phase One Environmental Site Assessment (ESA) was to investigate past and present activities conducted at the property and surrounding properties, in order to establish the environmental condition of the property and identify actual areas of environmental concerns (AEC) or potential areas of environmental concern (APEC) at the subject property.

A Phase II ESAwas subsequently completed as a result of the findings of the Phase I ESA. The purpose of the site assessment was to confirm the presence or absence of environmental impacts to soil and groundwater at the site as a result of historical on-site and off-site activities. Major aspects of the project included:

- Installation of seven (7) monitoring wells;
- Collection of soil samples for field screening for hydrocarbon vapours and laboratory analysis of target parameters including petroleum hydrocarbon fractions (PHC) F1 – F4, benzene, toluene, ethylbenzene, total xylenes (BTEX), polycyclic aromatic hydrocarbons (PAH) and metals;
- Collection of groundwater samples using low-flow sampling methodologies for field analysis of pH, temperature, conductivity

dissolved oxygen and oxidation reduction potential and laboratory analysis of various target parameters (PHC F1 – F4, BTEX, PAHs and metals;

- rising head permability tests to determine the bulk hydraulic conductivity of the site;
- A local elevation survey to determine ground and top of pipe reference elevations at each monitoring well using standard survey techniques;.
- Identification of soil, geological, hydrogeological and hydrological site conditions.

KGS Group completed comprehensive Phase I and II ESA reports and provided recommendations for further work.

CITY OF THUNDER BAY

Phase I ESA & Record of Site Condition

LOCATION

Thunder Bay

PROJECT DESCRIPTION

KGS Group was retained by the City of Thunder Bay to complete a Phase I Environmental Site Assessment at the former Westfort Community Centre property in support of filing a Record of Site Condition on the Ministry of Enviornment Conservation and Parks' Environmetal Site Registry as set out in Ontario Regulation (O.Reg.) 153/04 (as amended) made under Part XV.1 of the Environmental Protection Act.

The purpose of the Phase One Environmental Site Assessment (ESA) was to investigate past and present activities conducted at the property and surrounding properties, in order to establish the environmental condition of the property and identify actual areas of environmental concerns (AEC) or potential areas of environmental concern (APEC) at the subject property and to develop a preliminary determination of the likelihood that one or more contaminants had affected the Phase One Property.

The Phase I ESA was divided into three (3) stages: a review of the historical and current records, a site reconnaissance and interview stage and data assessment and report preparation. Information was gathered from all available Federal, Provincial and private databases.

PUBLIC SERVICES AND PROCUREMENT CANADA

Phase II Environmental Site Assessment

BUDGET

$48,500

PROJECT DESCRIPTION

KGS Group was retained by Public Works and Government Services Canada to conduct a Phase II ESA at their office building located at 201 May Street in Thunder Bay, Ontario. The purpose of the site assessment was to confirm the presence or absence of environmental impacts to soil and groundwater at the site as a result of historical on-site and off-site activities. Major aspects of the project included:

- Installation of six (6) monitoring wells;
- Collection of soil samples for field screening for hydrocarbon vapours and laboratory analysis of target parameters including petroleum hydrocarbon fractions (PHC) F1 – F4, benzene, toluene, ethylbenzene, total xylenes (BTEX), polycyclic aromatic hydrocarbons (PAH) and metals;
- Collection of groundwater samples using low-flow sampling methodologies for field analysis of pH, temperature, conductivity dissolved oxygen and oxidation reduction potential and laboratory analysis of various target parameters (PHC F1 – F4, BTEX, PAHs and metals;
- Identification of soil, geological, hydrogeological and hydrological site conditions, development of a Conceptual Site Model for the site and classification of the site based on the National Classification System for Contaminated Sites (NSCSC).

KGS Group provided recommendations for further work, preliminary remediation/risk management alternatives and associated cost estimates. In 2013/2014, KGS Group completed a Preliminary Qualitative Risk Assessment for the site.

APPENDIX B

Curriculum Vieta

Tony Gallo, P.Eng., M.Sc., P.Bio, EP

DEPARTMENT MANAGER - ENVIRONMENTAL

PROFILE	Mr. Gallo has 23 years of experience in the fields of environmental assessment and remediation and is the Environmental Department Manager for KGS Groups Thunder Bay Office responsible for the management and supervision of environmental projects. Since 1997, Mr. Gallo has managed and completed numerous hydrogeologic assessments and Phase I, II and III Environmental Site Assessments in accordance with O. Reg 153/04 and CSA Z769-00 and remediation projects, including remedial design, remedial options analysis and cost estimates, preparation of tender specifications and contract administration. Sites include landfills, rail yards, various federal and industrial metal/, hydrocarbon/PAH and PCB contaminated sites, and derailment sites in isolated areas.
EDUCATION	• **Masters of Science, Biology**, Lakehead University (1997) • **Bachelor of Science, Honors, Biology**, Lakehead University (1993)
PROFESSIONAL ASSOCIATIONS	• Association of Professional Biologists Alberta • Canadian Environmental Certification Approvals Board (CECAB)
EMPLOYMENT HISTORY	• **Environmental Department Head**, KGS Group (2010 – Present) • **Senior Environmental Scientist / Project Manager**, KGS Group (1997 - Present)

PROJECT EXPERIENCE

Contaminated Site Assessments (Phase I/II/III ESA, Hydrogeologic Assessments)

- **Phase I ESA's Various Rail Yards, Ontario – Canadian National Railway**
  Project Manager and lead environmental scientist for Phase I ESAs following CSA Standard Z768-01 and Ontario Regulation 153/04 for seventeen (17) sites. Work included review of historical information, assessment to potential chemicals of concern and affected media (soil/ groundwater/surface water/sediment) and recommendations for further investigation and contaminant delineation if applicable.
- **Phase II ESA's Various Site, Ontario – Public Works Government Services Canada**
  Project Manager responsible for the completion of Phase I and enhanced Phase I ESAs at seven (7) sites following the requirements of CSA Standard 2768. Work included review of historical information,

assessment to potential chemicals of concern and affected media (soil/ groundwater/surface water/sediment) and recommendations for further investigation and contaminant delineation if applicable.

- **Phase I/II Environmental Site Assessments – DFO/CCG Small Craft Harbours – Public Works Government Services Canada**
  Project Manager responsible for the completion of Phase I/II ESAs conducted at six (6) Department of Fisheries and Oceans / Canadian Coast Guard Small Craft Harbours in Ontario. Work included Phase I ESAs establishing chemicals of potential concern , and subsequent Phase II ESAs to investigate soil, groundwater, surface water and sediment contamination. Work included development of investigation and sampling plans, analysis of laboratory and field results, groundwater and contaminant modeling assessing extents of contamination and potential migration, and completion of reports for regulatory agency review. Where applicable, provided recommendations and cost estimates for further investigative works to delineate extents of contamination.
- **Phase II Environmental Site Assessment and Site Specific Risk Assessment- O.Reg 153/04 – Kingston Dry Dock, Kingston Ontario – Public Works Government Services Canada**
  Project Manager and lead environmental scientist responsible for the completion of a Phase II ESA and Site Specific Risk Assessment following O.Reg 153/04 procedures, for the Kingston Dry Dock Site located in Kingston Ontario. The Site Specific Risk Assessment (SSRA) was completed in conjunction with CH2MHILL, with KGS Group completing the conceptual site model portion of the (SSRA). KGS Group provided Class D estimates for remediation based on mitigation measures provided in the SSRA.
- **Phase I/II Environmental Site Assessments – First Nations**
  Project Manager responsible for the completion of Phase I/II ESAs conducted for four (4) First Nations. Work included Phase I ESAs establishing chemicals of potential concern (COPCs), and subsequent Phase II ESAs to investigate COPCs in soil and groundwater. Work included development of investigation and sampling plans, analysis of laboratory and field results, groundwater and contaminant modeling and assessing extents of contamination and potential migration, and preparation of technical reports for regulatory agency review. Provided recommendations for further investigative work to delineate contamination and costing where applicable.
- **Hydrogeologic Assessment – Municipal and Industrial Solid Waste Management Facilities**
  Project manager and lead environmental scientist for the completion of a hydrogeologic and hydrologic assessment (initial and annual assessments) at 10 solid waste management facilities in Northwestern Ontario. Field work included the installation of monitoring wells, and the sampling of groundwater and surface water for organic and inorganic landfill leachate parameters. Completed hydrogeologic assessment reports assessing groundwater contamination and contaminant migration for submission to the Ministry of Environment Conservation and Parks. Reports provided recommendations for further investigation and assessments where required.

Site Remediation

- **Remediation Eleven (11) Sites – Public Works Government Services Canada**
  Project Manager responsible for the preparation of remedial specifications for tendering of soil remediation and lighthouse encapsulation projects. Prepared tender specifications, and Class A cost estimates for remediation of hydrocarbon and metal impacted soils. Provided contract and site supervision, acting on behalf of PWGSC.
- **Groundwater Remediation System – Hornepayne Ontario – Canadian National Railway**
  Project manager and construction supervisor of a pump and treat groundwater remedial system for the collection of free phase diesel at the former Shop Track Fueling Area of CN's Hornepayne Yard. System

Tony Gallo, P.Eng., M.Sc., P.Bio, EP
DEPARTMENT MANAGER - ENVIRONMENTAL

included the construction of a 30-m recovery trench equipped with a 900mm-diameter recovery sump with an automated pumping system and LNAPL skimming equipment.

- **Soil Remediation System – Thunder Bay Ontario – City of Thunder Bay**
  Project manager for soil remediation activities at the corner of Carrick St and Central Avenue for the City of Thunder Bay Realty Division. Approximately 8,000 m3 of heavy oil contaminated fill was excavated from the site and replaced with clean fill material. Completed a comprehensive report detailing remediation activities, and a Record of Site Condition.

Bonnie Hoffensetz, M.Sc.

SENIOR ENVIRONMENTAL SCIENTIST AND ENVIRONMENTAL ASSISTANT DEPARTMENT HEAD

PROFILE	Ms. Hoffensetz is a Senior Environmental Scientist and the Assistant Department Head for the KGS Group Environmental Department in the Winnipeg Office. She has over 20 years experience in the environmental consulting industry across Western Canada and Ontario. As Assistant Department Head she is responsible for assisting the Department Head with the management and supervision of staff, as well as review and preparation of various proposals and cost estimates. She is responsible for management and client liaison associated with Standing Offer contracts for Multidisciplinary Environmental Consulting Services for various Clients and provides Project Management and coordination, including senior review and direction, for various environmental projects including Phase I, II and III ESAs, Remedial Action Plans and Site Remediation, Emergency Environmental/Spill Response, Hazardous Materials Assessments and on-going remedial monitoring programs.
EDUCATION	• **Master of Science, Environment and Management**, Royal Roads University (2011) • **Bachelor of Science, Environmental Sciences**, University of Manitoba (1999)
EMPLOYMENT HISTORY	• **Assistant Department Head**, KGS Group (2011 – Present) • **Senior Environmental Scientist**, KGS Group (1999 – 2010)

RELEVANT PROJECT EXPERIENCE

Phase I Environmental Site Assessment

Completed and managed numerous Phase I Environmental Site Assessments (ESA) in accordance with CSA Z768-01 throughout Manitoba, Saskatchewan, Ontario, NWT and Nunavut from 1999 to present. As a Project Manager, Ms. Hoffensetz is responsible for overall project coordination, direction, supervision and training of staff, reports review, client liaison, meetings and invoicing. Properties include residential, institutional, commercial, and industrial in rural, urban and First Nations communities. She also provides expert review of various reports. Specific Phase I ESA projects are highlighted below.

- **Enhanced Phase I ESAs, Various DFO Small Craft Harbour Sites in MB and SK – PSPC (2000 – 2001)**
  Duties included a comprehensive historical records review, site visit and interviews, a preliminary intrusive investigation (surficial soil sampling) and report preparation with recommendations for any

additional investigations at each site. Also prepared a contaminated sites data sheet for each site using the DFO Contaminated Sites Database.

- **Updated Phase I ESAs, Various First Nations Properties in ON – PSPC (2005)**
  Properties included seven commercial and twelve residential properties located in Moose Factory, Moosonee and Pelican Falls. Responsible for the project coordination and client liaison, as well as the completion of records review, interviews, data analysis, interviews/consultation with site managers/tenants and First Nations, site reconnaissance and report preparation.
- **Phase I/II ESAs, Various DFO Properties in MB and SK – PSPC (2008)**
  Project Manager and Expert Reviewer responsible for overall project coordination, report review, and client liaison for Phase I/II ESAs at six DFO properties. Also responsible for supervision and direction of three junior field personnel during site reconnaissance's, soil and sediment sampling, and of sampling of various hazardous building materials, including potential asbestos and lead paint.
- **Phase I ESAs and Hazardous Materials Sampling, Various RCMP Properties in MB and SK – PSPC (2007 – 2008)**
  Project Manager and Expert Reviewer for responsible for overall project coordination, report review, and client liaison. Also responsible for supervision and direction of junior field personnel during site reconnaissance's and sampling of various hazardous building materials, including potential asbestos, lead paint, and mould.
- **Phase I ESA, Hazardous Materials Sampling and Preliminary Intrusive Investigation (2008)**
  Project Manager for Phase I ESA, Hazardous Materials Sampling and Preliminary Intrusive Investigation for two residential complex buildings in Lynn Lake, Manitoba. Responsible for overall project coordination, report review, and client liaison.
- **Phase I ESAs, Various RCMP Properties in MB and SK – PSPC (2009)**
  Project Manager and Expert Reviewerresponsible for overall project coordination, report review, and client liaison. Also responsible for supervision and direction of junior field personnel during site reconnaissance's and identification of various hazardous building materials, including potential asbestos, lead paint and mould.
- **Phase I/II ESAs, Various DFO Properties, Lake of the Woods, Ontario – PSPC (2010)**
  Responsible for project management, as well as overall coordination of the project. Also completed field activities, data analysis, reports preparation and client liaison.
- **EM Surveys, Phase I ESA Supplement and Phase II ESA Work Plan, Five Transport Canada Properties – PSPC (2010 – 2011)**
  Project Manager and Expert Reviewer responsible for overall project coordination, reports review, and client liaison.
- **Screening Level Reports (SLR) and Updated Enhanced Phase I ESAs, Various First Nations Properties in ON – PSPC (2012 – 2014)**
  Project Manager and Expert Reviewer responsible for the project coordination and client liaison, as well as direction of project staff and report review. Included two SLRs and four Updated Enhanced Phase I ESAs.
- **Development of Framework for Assessing the Environmental Condition of Lands Proposed for Inclusion in the Rouge National Urban Park (RNUP), Toronto, ON – PSPC (2014)**
  Project Manager and Expert Reviewer responsible for project coordination and client liaison, as well as direction of project staff and report review. Included the development of a Phase I ESA framework of over 350 properties proposed to be transferred to Parks Canada for the development of an Urban Park

located east of Toronto. The Framework consisted of a 2 Step Process: Step 1 - Completion of a Screening Level Review (SLR) to determine the appropriate level of environmental risk associated with the property (No Risk, Low, Medium and High); and Step 2 - Validating the conclusions of Step 1 (i.e. further work such as site visits, intrusive investigations, remediation, etc.).

- **Screening Level Reviews, Rouge National Urban Park, ON – PWGSC (2014 – 2016)**
  Project Manager and Expert Reviewer responsible for project coordination and client liaison, as well as direction of project staff and report review. KGS Group was responsible for creating a GIS database, training other consultants in the use of the database, and completion of SLRs on more than 30% of the properties following the Phase I ESA Framework. The GIS Database was created using ARCGIS software such that each property could be easily navigated and observed in the proper geographical space. The Database was used as a central depository for data required for the project, including historical aerial imagery, land use maps, and site boundaries with associated property numbers.
- **Phase I Environmental Site Assessment, Four Northern Airport Sites, Grace Lake, God's Lake Narrows, St. Theresa Point & Tadoule Lake – Manitoba Infrastructure (2017 – 2018)**
  Project Manager and Expert Reviewer responsible for the completion of four Phase I ESAs at northern airports for MI. Responsible for overall coordination of the project team; client liaison, meetings, review of findings from interviews/site reconnaissance and interviews; review of reports and invoicing. Also reviewed a separate letter with recommendations which was also completed as part of the project.
- **Phase I Environmental Site Assessment, Two Mile Channel & Eight Mile Channel, Norway House, Manitoba – Norway House Cree Nation (2017 – 2019)**
  Project Manager and Expert Reviewer for the completion of two Phase I ESA projects at Two Mile Channel and Eight Mile Channel sites. The sites were constructed by Manitoba Hydro in the 1970s as part of the Lake Winnipeg Regulation Project. Responsible for overall project coordination and direction of project team, client liaison, review of reports and findings, meetings and invoicing. Three presentations to the client and stakeholders were also completed (to date) as part of the project.
- **Phase I Environmental Site Assessments and EM Surveys, 12 Northern Airport Sites and 7 Maintenance Yard Sites – Manitoba Infrastructure (2018 – Ongoing)**
  Project Manager and Expert Reviewer responsible for client liaison, overall team direction and senior report review for the Phase I ESAs of 12 Airport Sites and 7 Maintenance Yard Sites in Northern Manitoba. EM Surveys, including EM-31 and EM-38, also completed at the Maintenance Yard Sites.
- **Phase I Environmental Site Assessment, Four RCMP Properties in Northern Manitoba – PSPC (2019)**
  Project Manager and Expert Reviewer responsible for the completion of four Phase I ESAs at RCMP properties for PSPC. Responsible for overall coordination of the project team, client liaison, meetings, senior review of deliverables and invoicing.

Phase II and III Environmental Site Assessment

- **Phase I/II and III ESAs, Various DFO Properties in NU and NWT – PSPC (2001 – 2002)**
  Properties included navigational aid sites, storage facilities, sea lift, and wharf sites. Responsible for records review, field investigations (test pitting and soil sampling), interviews, data analysis and interpretation, preparation/review of reports and the preparation of liability cost estimates for additional recommended investigations. Assisted in the preparation and cost estimates for remedial action plans, as required.
- **Phase II and Phase III ESAs, Various Agriculture and Agri-Food Canada (AAFC)/ Prairie Farm Rehabilitation Administration (PFRA) Properties in MB and SK – PSPC (2002 – 2003)**

Properties assessed included agricultural research stations and community pastures with fuel storage areas and former chemical dumpsites. Responsible for data analysis and interpretation of laboratory data, preparation/review of reports and the preparation of liability cost estimates for additional recommended investigations. Also responsible for the preparation and evaluation of remedial options such as risk assessment, in-situ and ex-situ remediation technologies, and the cost estimates associated with the recommended RAP for Phase III ESAs.

- **Phase II ESA and Phase III ESA, Impark Parking Lot, Winnipeg, MB (2003 – 2004)**
  Project Coordinator responsible for field coordination, client liaison, data analysis, report preparation, remedial options assessment and preparation of recommended remedial action plan.
- **Phase II ESAs, Kasabonika and Deer Lake First Nations – INAC/PWGSC (2004)**
  Project Coordinator responsible for client liaison, field coordination, soil and groundwater monitoring and sampling, data analysis and report preparation, including recommendations and cost estimates for remedial action plan.
- **ESA Study, Various Commercial Opaskwayak Cree Nation Properties in MB – INAC (2006)**
  Project Coordinator responsible for coordination of all field activities, client liaison, data analysis and report preparation, as well as the FCSAP classification scores for all impacted sites. The field and laboratory programs (Phase I, II or III ESA) were tailored to meet the individual site requirements, including the preparation of Remedial Action Plan for one site.
- **Phase III ESA, West Poplar Port of Entry in SK – PSPC (2006)**
  Project Coordinator responsible for project coordination, client liaison, data analysis and report preparation, including remedial alternative assessments, and recommendation and cost estimate for a remedial action plan.
- **Phase II and III ESAs, Former Bulk Facilities in MB and SK – CNR (2006 – 2011)**
  Project Manager/ Coordinator responsible for client liaison, field coordination, site supervision of drilling and soil sampling, data analysis, report preparation and remedial alternatives assessment for former bulk fuel facilities located on CNR properties.
- **Phase II/III ESA, Tadoule Lake Nursing Station – PSPC (2008)**
  Project Manager/ Coordinator responsible for project coordination, client liaison, data analysis and report preparation, including remedial alternatives assessment, and recommendation and cost estimate for a remedial action plan.
- **ESA and Remediation Study, Various Commercial Opaskwayak Cree Nation Properties in MB – INAC (2008-2009)**
  Follow-up to previous ESA Study completed in 2006. Project Coordinator responsible for coordination of all field activities, client liaison, data analysis and report preparation, as well as the FCSAP classification scores for all impacted sites. The field and laboratory programs (Phase I, II or III ESA) were tailored to meet the individual site requirements, including the preparation of a Remedial Action Plan/ Risk Management Plan for five sites and remediation of one site (soil excavation and off-site disposal).
- **Environmental Site Assessment, Hazardous Materials Inventory, and Rocket Debris Survey, Churchill Rocket Range – Manitoba Conservation (2008 – 2009)**
  Project Coordinator responsible for client liaison, coordination of all field activities, including supervision of field crew, test pitting, soil and groundwater sampling and hazardous materials sampling, as well as data assessment and report preparation. Also completed a comprehensive Remediation and Hazardous Materials Management Plan for the site.
- **Phase III ESA and Air Quality Assessments, Riding Mountain National Park – PSPC (2009)**

Project Manager responsible for project coordination, client liaison, and report review, including remedial alternatives assessment, and recommendation and cost estimate for remedial action plan.

- **Phase II and III ESAs and EM Surveys, Various RCMP Properties in MB and SK – PSPC (2010)**
  Project Manager responsible for overall project coordination, report review, and client liaison. Phase II ESAs completed at seven properties and a Phase III ESA was a completed at one property. EM-31 surveys were completed at two of the properties in order to identify underground storage tank locations and assist in development of the drilling program.
- **Phase II ESAs and Risk Assessments, Creosote Hydrometric Stilling Wells, SK – PSPC (2010 – 2011)**
  Project Manager responsible for overall project coordination and client liaison for two hydrometric station stilling wells constructed of creosote. Also responsible for report preparation of Phase II ESAs and assisted with the risk assessments at each property. Risk Assessments included both a Human Health Preliminary Quantitative Risk Assessment and a Screening Level Ecological Risk Assessment.
- **Environmental Site Assessments, EM Surveys and Waste Audit, Various First Nation Communities across Manitoba – Aboriginal Affairs and Northern Development Canada (2011 – 2012)**
  Project Manager and Expert Reviewer for multi-site environmental site assessment program at various properties located at seven First Nation communities within Manitoba, including remote northern locations. Properties included former fuel sites, and former and active landfill sites. Project work included the completion of Phase I, II and III ESAs, soil and groundwater monitoring/sampling, Electromagnetic (EM) Surveys at select sites, a Waste Audit at one site and preparation of Remedial Action Plans where required. Responsible for overall project coordination and direction of staff, reports review, client liaison and invoicing.
- **Phase II ESA, Federal Property, Kenora, Ontario – PSPC (2012)**
  Project Manager responsible for project coordination, client liaison, and report review.
- **ESAs and Risk Assessment, DFO Properties, Northwest Territories and Nunavut (2012)**
  Project Manager and Expert Reviewer responsible for project coordination, client liaison, and reports review, including remedial alternatives assessment, and recommendations and cost estimates for remedial action plan for ESAs at four DFO properties located in NWT and NU, and a Human Health Preliminary Quantitative Risk Assessment and a Screening Level Ecological Risk Assessment at one property in NWT.
- **Phase II Environmental Site Assessment/Detailed Testing Program, C.F.B. 19 Wing Comox, British Columbia – Defence Construction Canada (2015)**
  Project Manager responsible for overall project coordination, report review, client liaison and invoicing. Detailed testing program focused on Perfluorinated Compounds (PFCs), including Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA) at the former firefighter training area.
- **Phase II ESAs, Former Fuel Sites, Ilford and God's Lake – Manitoba and Northern Affairs (2015)**
  Project Manager and Expert Reviewer responsible for overall project coordination, report review, and client liaison.
- **Phase III Environmental Site Assessment – Kinonjeoshtegon First Nation (2015 – 2016)**
  Project Manager and Expert Reviewer for the delineation of hydrocarbon impacted soil at the former UST location at the First Nation school site. Project work included testhole drilling and monitoring well installation, soil and groundwater monitoring/sampling and air quality testing. Responsible for overall project coordination and direction of staff, report review, client liaison, meetings, presentation of final report and invoicing.

Bonnie Hoffensetz, M.Sc.
SENIOR ENVIRONMENTAL SCIENTIST AND ENVIRONMENTAL ASSISTANT DEPARTMENT HEAD

- **Environmental Site Assessments, Tank Removals and EM Surveys at Various First Nations in Manitoba – Southeast Resource Development Council Corp. (2015 – 2016)**
  Project Manager and Expert Reviewer for the multi-site environmental site assessment program at various properties located at six First Nation communities within Manitoba. Project locations included former fuel sites, and former and active landfill sites. Project work included Phase II and III ESAs, removal of petroleum storage tanks, soil and groundwater monitoring/sampling, and the completion of Electromagnetic (EM) Surveys at select sites. Responsible for overall project coordination and direction of staff, reports review, client liaison, meetings and invoicing.
- **Environmental Site Assessments and EM Surveys for Various Sites in O-Pipon-Na-Piwin and Cross Lake First Nations, Manitoba (2016 – 2018)**
  Project Manager and Expert Reviewer for environmental site assessment program at 14 Addition to Reserve (ATR) sites, including former and active fuel tank sites, commercial properties and former and active landfill sites. Project work includes hazardous materials sampling, EM surveying, tank removals, testhole drilling and monitoring well installation, and soil and groundwater sampling/monitoring. Responsible for overall project coordination and direction of staff, site reconnaissance at select sites, reports review, client liaison, meetings and invoicing.
- **Sediment Assessment, DFO Cormorant Lake Small Craft Harbour, Manitoba – PSPC (2017 – 2018)**
  Project Manager responsible for team coordination, client liaison, invoicing and report review. The objectives of sediment assessment included refining the conceptual site model, determining if the site posed an unacceptable ecological and human health risk and incorporation of the results of the field and laboratory program into a technical report. The Federal Contaminated Sites Action Plan (FCSAP) Framework for Addressing and Managing Aquatic Contaminated Sites was used to design the field program and assess the data collected, with a focus on achieving Step 6: Site Reclassification. The field program consisted of five components including establishing a reference location, describing substrate at each sample station, delineating impacted sediment, toxicity testing, and evaluation of benthic macroinvertebrate communities. NovaTox Inc. provided technical input and review as part of the Project Team.

Remediation

- **Remediation of Hydrocarbon Impacted Soil at Impark Parking Lot, Winnipeg, Manitoba (2004)**
  Responsible for excavation direction and supervision, on-site soil screening, confirmatory soil sampling, soil volume estimation and report preparation/ site closure report.
- **Remediation and Decommissioning Mercury Impacted Hydrometric Stations, Remote Locations, Northwestern Ontario (2005)**
  Tasks included: assessment and remediation of soil and air in on-site structures; decommissioning or relocation buildings; miscellaneous activities (removal of cableway, batteries, debris, etc.); preparation of a Health and Safety Plan; and disposal of all waste generated. Responsible for the coordination of field activities and waste disposal, data analysis and report preparation, as well as client liaison.
- **Assessment and Remediation of Mercury Impacted Hydrometric Stations, Remote Locations, Northwestern Ontario (2010 – 2011)**
  Project Manager responsible for project coordination, reports review, as well as client liaison for the Assessment and Remediation of four mercury impacted hydrometric stations in northwestern Ontario.
- **Soil Remediation, Moose Factory, Ontario (2005 – 2012)**
  Completed data analysis and report preparation for the soil remediation activities that involved the on-site construction of a soil treatment cell for the treatment of hydrocarbon impacted soil (2005);

Supervised the installation of monitoring wells for natural attenuation monitoring of residual impacted groundwater (2006); Project Manager for yearly remediation activities (2007-2011) responsible for project coordination, report review, and client liaison of on-going monitored natural attenuation program and sampling of soil bioremediation cell.

- **Site Remediation, Tadoule Lake Nursing Station, Manitoba – PSPC (2010 – 2012)**
  Project Manager responsible for project coordination, report review, as well as client liaison for the site monitoring of hydrocarbon impacted soil at the Tadoule Lake Nursing Station. A Soil Vapour Extraction System was designed and installed by KGS Group at the site in 2009.
- **Soil Remediation, Riding Mountain National Park, Manitoba – PSPC (2010 – 2011)**
  Project Manager responsible for report review, as well as client liaison for the remediation of hydrocarbon impacted soil at Riding Mountain National Park within the town site of Wasagaming, Manitoba. KGS Group prepared tender specifications and provided on-site supervision of the excavation and disposal of approximately 3,300 cubic meters of hydrocarbon impacted soil.
- **EM Surveys and Technical Specifications for Remediation Projects – Opaskwayak Cree Nation (2011)**
  Project Manager responsible for coordination and client liaison of completion of EM surveys at two landfill sites and the preparation of technical specifications for the remediation of hydrocarbon impacted soil at two properties located on the Opaskwayak Cree Nation. Also prepared letter reports summarizing the findings of the EM surveys.
- **Long Term Remedial Monitoring Program, Former Sutherland Avenue Manufactured Gas Plant Site – Manitoba Hydro (2012 – Ongoing)**
  Project Manager responsible for project coordination, client liaison and invoicing, data assessment and report review for the Long Term Remedial Monitoring Program of the Former Sutherland Avenue Manufactured Gas Plant Site in Winnipeg, Manitoba. The Long Term Remedial Monitoring Program was implemented in 2012 under a Director's Order, which includes groundwater, soil vapour, sediment, surface water and indoor air monitoring and sampling of primarily polycyclic aromatic hydrocarbon (PAHs) impacts. Provide expert review of annual reports and deliverables prepared by subconsultants.
- **Historical File Reviews, Small Scale Sites, Port Hope Area Initiative – PWGSC (2012 – 2013)**
  Project Manager/Expert Reviewer responsible for project coordination, client liaison, invoicing, and reports preparation as a Historical File Review Consultant for the Port Hope Area Initiative (PHAI). The scope of work included the review of all historical files for approximately 600 small scale sites in the Port Hope area and the preparation of a Work Plan for each site. Following the completion of the Historical File Reviews all sites will be re-surveyed to determine the presence/absence of low level radioactive waste (LLRW), followed by remediation and disposal of all waste at a Long Term Waste Management Facility.
- **Remedial Action Plan, Technical Specifications and Site Supervision, Metals Contaminated Site, Fort Smith, NWT – PSPC/Dillon (2013 – 2014)**
  Project Manager responsible for management of KGS Group staff, review of deliverables (RAP, technical specs, and Mackenzie Valley Land and Water Board submission, including Engagement Plan and Spill Contingency Plan), and client liaison.
- **Soil Remediation, Pickering, ON – PSPC (2014)**
  Project Manager and Expert Reviewer responsible for project coordination and management of field staff, client liaison and invoicing, and report review for the site supervision and closure sampling during the remediation of metals impacted soil.

- **Remedial Action Plan, Technical Specifications and Remediation, Petroleum Hydrocarbon Contaminated Site – Kinonjeshtegon First Nation (2016 – 2017)**
  Assistant Project Manager responsible for assisting Project Manager with day-to-day management and coordination, client liaison, meetings, and invoicing, and providing expert review of feld and laboratory data.
- **Additional Investigation, Remedial Action Plan, Technical Specifications and Remediation, Petroleum Hydrocarbon Contaminated Site, Cross Lake First Nation (2016 – 2017)**
  Assistant Project Manager responsible for assisting Project Manager with day-to-day management and coordination, design of delineation program and direction of field staff, client liaison, meetings, and invoicing, and providing expert review of feld and laboratory data.
- **Remedial Action Plan, Technical Specifications and Remediation Site Supervision, Petroleum Hydrocarbon Contaminated Site, Riding Mountain National Park, Manitoba – PSPC (2017 – 2018)**
  Project Manager responsible for management and coordination of project team, review (technical specs) and completion of deliverables (RAP and closure report) and client liaison.
- **Emergency Response, Train Derailments, Various Locations, SK, Ontario and Manitoba (2018-ongoing)**
  Responsible for "First Call", as well as a Project Lead/Manager and Expert Reviewer providing support during the initial response to derailments of freight train involving hazardous substances, including petroleum hydrocarbons such as crude oil, fertilizers, metal ores, inset plastics, etc. KGS Group primary responsibilities at derailment sites have included initial assessment, documentation of site activities, development of remedial action plan, site surveying and drone imagery, direction of remedial activities using field screening techniques, background and confirmatory soil sampling, surface water sampling, and preparation of closure reports and documentation for regulatory approvals, as well as on-going remedial monitoring. As the Project Lead, responsibilities include team coordination, management and logistical support, scheduling, client/regulatory liaison, and preparation/review of daily reports.
- **Emergency Response Services, Dr. Hook Towing Services Ltd/Manitoba Public Insurance (2017-ongoing)**
  Project Manager and Expert Reviewer for the remediation of fuel spills resulting from vehicular incidents that have occurred across Manitoba. To date, KGS Group has responded to approximately 15 separate incidents involving fuel spills of 50 L to over 250 L of gasoline, diesel, and/or glycols, and in one incident a release of 42,000 L of hot liquid asphalt involving a semi-truck with tandem tanker trailers. Incidents have occurred along major highways on or near bridges with fuel released into drainage ditches, adjacent water bodies and/or private residential and agricultural lands. Responsible for team coordination/management, client/regulatory liaison and review of closure reports.

Fuel Storage Tank Removal

- **Underground Storage Tank Removal (1999 – 2008)**
  Provided site supervision for the removal of underground storage tanks in Manitoba and Ontario, including the supervision of remedial site clean-up activities, liaison with government officials, and preparation of reports on activities conducted.
- **AST closure and Confirmatory Soil Sampling at fourteen PFRA community pastures throughout Manitoba (2007)**
  Project Coordinator responsible for project coordination, client liaison, field investigations, and report preparation. Field investigations completed at each community pasture included a site inspection of ASTs, confirmatory soil sampling, interviews, and potable water sampling of all on-site water wells and/or livestock dugouts. Reports complete with detailed site plans, soil and groundwater results,

impacted soil volumes, FCSAP scores, and cost estimates were completed for each PFRA community pasture.

Demolition Waste Audits/Hazardous and Non-hazardous Waste Inventories

- **Demolition Waste Audit and ESA, Commercial Building, Yellowknife, NWT (2001)**
  Assisted in the data analysis and final report preparation. The results of the waste audit were used to prepare a Waste Reduction Plan and confirm the economical and "Green" demolition of the building and infrastructure components.
- **Hazardous Materials Inventory and Waste Audit, Former Nursing Home, Saskatoon, SK (2002)**
  Duties included PCB ballast survey, sampling of asbestos containing materials (ACMs), sampling of lead-based paint, and inventory of all ozone-depleting substances (ODSs), mercury containing materials, and other materials, such as chemical and fuel storage. Assisted with the preparation of volume estimates of non-hazardous and hazardous materials and calculation of a cost estimate for the "Green" demolition of the building.
- **Hazardous Materials Assessment, Mill Operational Area, Remediation and Demolition Abandoned Mine Site, Lynn Lake, Manitoba (2008)**
  Responsible for PCB ballast survey, sampling of asbestos containing materials (ACMs), sampling of lead-based paint, and inventory of all ozone-depleting substances (ODSs), mercury containing materials, and other materials, such as chemical and fuel storage. Also completed confirmatory air sampling following asbestos abatement immediately prior to demolition activities.
- **ESA, Hazardous Materials Inventory, and Rocket Debris Survey – Churchill Rocket Range (CCR), Manitoba (2008 – 2009)**
  Project Coordinator responsible for client liaison, coordination of all field activities, including supervision of field crew, test pitting, soil and groundwater sampling and hazardous materials sampling, as well as data assessment and report preparation. Hazardous materials inventory included identification of all PCB containing materials, sampling of asbestos containing materials (ACMs), sampling of lead-based paint, ozone-depleting substances (ODSs), mercury containing materials, and other materials, such as chemical and fuel storage. Completed a comprehensive Remediation and Hazardous Materials Management Plan for the demolition of the CCR.
- **Hazardous Materials Assessment, Point De Bois – Manitoba Hydro (2013)**
  Project Manager/Expert Reviewer responsible for direction of staff and report review for hazardous materials assessment and preparation of abatement costs estimates of asbestos and leachable-lead painted materials associated with the rehabilitation of various structures at the Pointe De Bois Generating Station.
- **Demolition Assessment and Waste Survey, Part of Phase III ESA an Remedial Design Project, FOX-D (Kivitoo) Intermediate DEW Line Site, Baffin Island, NU – PSPC/Dillon (2013)**
  Managed and coordinated KGS personnel for the completion field investigations (hazardous materials sampling, geophysical surveying and geotechnical) in conjunction with Dillon Consulting Ltd. staff. Responsible for the data assessment and report preparation for the Demolition Assessment and Waste Survey portion of the project.
- **Hazardous Building Materials Assessments, Various Buildings Across BC, AB, SK and MB (Wainwright-Garrison, 17 Wing/C.F.B. Cold Lake, and C.F.B. 18 Wing Edmonton, Alberta; C.F.B. Shilo, Manitoba; C.F.B. Esquimalt, British Columbia; 15 Wing Moose Jaw, Saskatchewan) – Defence Construction Canada, Alberta (2013-2019)**

Project Manager and Expert Reviewer responsible for client liaison, coordination of field staff, as well as data assessment, report preparation/review and abatement cost estimates. Also assisted with the preparation of Technical Specifications for Hazardous Materials Abatement prior to the demolition/renovations of select buildings.

- **Mould Investigation, C.F.B. 4 Wing Cold Lake, Alberta – Defence Construction Canada (2015)**
  Project Manager responsible for client liaison and coordination of field staff, as well as report review and preparation of remedial action plan and associated remedial cost estimate.
- **Air Quality Sampling (Mould) and Hazardous Building Materials Assessment, One Building at Wainwright Garrison, Alberta – Defence Construction Canada (2016)**
  Project Manager responsible for invoicing, client liaison and coordination of field staff, as well as report review.
- **Asbestos Surveys and Asbestos Management Plans, 4 CFIA Facilities in Saskatchewan & Alberta – Public Works and Procurement Canada/Canadian Food Inspection Agency (2018)**
  Project Manager responsible for client liaison, invoicing and senior review of all deliverables (4 survey reports and management plans). The project was completed under budget.
- **Asbestos Surveys and Asbestos Management Plans, Various RCMP facilities in Manitoba, Saskatchewan and Alberta – Public Works and Procurement Canada/Royal Canadian Mounted Police (2018-2019)**
  Project Manager and Expert Reviresponsible for the team coordination, client liaison and senior review of deliverables for the completion of asbestos surveys and asbestos management plans at various RCMP facilities across Manitoba, Saskatchewan and Alberta. The scope of services (7 separate contracts) included a total of 129 communities and 414 buildings. The work included extensive asbestos surveys to be completed in accordance with the sampling methods and procedures outlined in the *Alberta Asbestos Abatement Manual* (October 2012), *Saskatchewan Asbestos Abatement Manual* (2017), Manitoba Guide for Asbestos Management (2017) and the Amended *PSPC Asbestos Management Standard* and *PSPC Department Policy 057 on Asbestos Management*. Also acted as a Lead Field Team Member responsible for completion of asbestos surveys, including sampling and training of junior staff at numerous buildings in Saskatchewan and Alberta.

Ed Collins, P. Eng., FEC

SENIOR ENVIRONMENTAL ENGINEER

PROFILE

Mr. Collins has a B.A.Sc. in Civil Engineering and over 35 years experience as a Professional Engineer. Mr. Collins has worked in the environmental engineering field for over 20 years, including 18 years with Environment Canada in Yellowknife, Northwest Territories and with KGS Group in Winnipeg, Manitoba since 2005. As a **Senior Environmental Engineer**, Mr. Collins responsibilities include: serving as Project Manager for various environmental projects including Environmental Site Assessments (ESAs) and site remediation; providing senior technical review for reports prepared by staff of the environmental section; and providing environmental engineering services. Clients include the Manitoba Department of Growth, Enterprise and Trade, Manitoba Department of Conservation and Climate, Canadian National Railway Company (CN), Canadian Pacific Railway (CPR), Public Works and Government Services Canada (PWGSC), and Manitoba Hydro. Projects have been conducted at locations across Manitoba, Saskatchewan, Ontario, Northwest Territories and Nunavut. Mr. Collins is a Registered **Professional Engineer** in Northwest Territories and Nunavut (NAPEG), Manitoba (EGM), Alberta (APEGA), and Ontario (PEO).

EDUCATION

- **Bachelor of Applied Science, Civil Engineering**, University of Waterloo (1978)

EMPLOYMENT HISTORY

- **Senior Environmental Engineer,** KGS Group, Winnipeg (2005 – Present)
- **Chief, Environmental Engineering Section**, Environment Canada, Yellowknife (1996 – 2004)
- **Senior Environmental Engineer**, Environment Canada, Yellowknife (1990 – 1996)
- **Environmental Engineer**, Environment Canada, Yellowknife (1986 – 1990)
- **Municipal Engineer**, FSC Group, Yellowknife (1982 – 1986)
- **Municipal Engineer**, Stanley Associates Engineering, Whitehorse and Fort McMurray (1981 – 1982)
- **Municipal Engineer**, Associated Engineering Services, Inuvik, Edmonton and Whitehorse (1979 – 1981)
- **Self-Employed Consultant**, Hamilton and Yellowknife (1978 - 1979)

RELEVANT PROJECT EXPERIENCE

Site Remediation Projects

- **Remediation of the abandoned Ruttan Mine site in Leaf Rapids, Manitoba – Manitoba Mines Branch (2010-ongoing)**
  Project Manager and Senior Environmental Engineer. The remediation project entailed site investigations to develop a Phase 3 Environmental Site Assessment (ESA), a hydrology study for the 130 hectare site, a hydrogeological study, a geotechnical study of the stability of the tailings dam and a study to identify the most cost-effective option for treating the contaminated water at the site. The information from these studies was used to develop a Conceptual Closure Plan for the site in 2012. The Closure Plan was finalized in 2012, at which time detailed drawings and specifications were developed for the remediation of the site. Major components of the Closure Plan included capping of the 18 hectare Tailings Management Area (TMA), installation of a sheet pile cutoff wall to reduce subsurface seepage from the TMA, a water treatment plant designed to treat 20,000 cubic metres of acid rock drainage per day, and a control dam to submerge an area of tailings under a water cover. KGS Group provided detailed design drawings and specifications, tender services and services during construction.
- **Remediation of the abandoned God's Lake Gold Mine site at Elk Island, Manitoba – Manitoba Mines Branch (2010-14)**

Project Manager and Senior Environmental Engineer. The remediation project entailed the abatement of hazardous materials including asbestos and PCBs at abandoned mine buildings, and the implementation of a Remedial Action Plan (RAP) for the site. Remediation activities included consolidation of tailings and capping the tailings area. KGS Group provided detailed design drawings and specifications, tender services and services during construction

- **Remediation of the West Tailings Management Area of the abandoned Farley Mine site in Lynn Lake, Manitoba – Manitoba Mines Branch (2006-11)**
  Project Manager and Senior Environmental Engineer. The remediation project entailed the abatement of hazardous materials including asbestos and PCBs at abandoned mine buildings, demolition of all on-site buildings, and site investigations to develop a Phase 3 Environmental Site Assessment (ESA). The information from the ESA was used to develop a Remedial Action Plan (RAP) for the site, which involved consolidation of approximately 500,000 cubic metres of tailings and waste rock. Following acceptance of the RAP, KGS Group provided detailed design drawings and specifications, tender services and services during construction.

Environmental Site Assessments and Studies

- **Remediation of Hydrocarbon Impacted Soil at the Former School in Split Lake, Manitoba – Tataskweyak Cree Nation (2018-ongoing)**
  Assistant Project Manager and Senior Environmental Engineer. The remediation project entailed the development of a Remedial Action Plan (RAP) for the site. The recommended RAP was to excavate the impacted soil, transport the soil to a new soil treatment facility (STF) in the community, and backfill the excavation with clean soil. KGS Group provided site investigations, development of the RAP, detailed design drawings and specifications, tender services and services during construction. Funding for the project was provided by Indigenous Services Canada (ISC).
- **Remediation of Hydrocarbon Impacted Soil at the School in Poplar River First Nation, Manitoba – Poplar River First Nation (2016-ongoing)**
  Project Manager and Senior Environmental Engineer. The remediation project entailed the implementation of a Remedial Action Plan (RAP) for the site. Remediation activities included construction of a new Soil Treatment Facility (STF), demolition of derelict buildings, moving an existing building to a new location, excavation of approximately 10,000 cubic metres of hydrocarbon impacted soil for treatment in the new STF, and backfilling the excavations with clean soil. KGS Group provided detailed design drawings and specifications, tender services and services during construction. Funding for the project was provided by Indigenous Services Canada (ISC).
- **Remediation of Hydrocarbon Impacted Soil at Opaskwayak Cree Nation near The Pas, Manitoba - Opaskwayak Cree Nation (2008-09)**
  Project Manager and Senior Environmental Engineer. The remediation method was removal and transportation of the impacted soil to a licensed disposal facility, with placement and compaction of clean fill in the excavated area. Funding for the project was provided by Indigenous and Northern Affairs Canada (now ISC).
- **Remediation of Hydrocarbon Impacted Soil at an RCMP facility in Regina, Saskatchewan - Public Works and Government Services Canada (2009)**
  Project Manager and Senior Environmental Engineer. The remediation method was removal and transportation of the impacted soil to a licensed disposal facility, with placement and compaction of clean fill in the excavated area.
- **Remediation of Hydrocarbon Impacted Soil at the Nursing Station in Tadoule Lake, Manitoba - Public Works and Government Services Canada (2009)**
  Project Manager and Senior Environmental Engineer. The remediation method was the installation of a vapour extraction system, with a monitoring program to determine when the site has become remediated.

Jason Mann, P.Geo.

GEOLOGIST AND DEPARTMENT HEAD – ENVIRONMENTAL SERVICES, ASSOCIATE PRINCIPAL

PROFILE

Mr. Mann has over 22 years of experience in geology and geological science, with applications in the field of hydrogeology and environmental management working in the consulting engineering field for over 20 years. His experience includes air photo interpretation and geological mapping, drilling and instrumentation design/installation for hydrogeological and geotechnical engineering projects, hydrogeological assessment, well and aquifer pumping test/dewatering design, groundwater and geological modelling for environmental and geotechnical applications, and water quality assessment. As Department Head for the Environmental Services Group, Mr. Mann is responsible for management and technical design for all hydrogeological and environmental projects at KGS Group, in addition to directing and assisting with field programs and data assessment tasks.

EDUCATION

- **Master of Science, Geology**, University of Manitoba (1999)
- **Bachelor of Science, Environmental Science**, University of Manitoba (1995)

Short Courses

- **Finite Element Groundwater Modeling**, Waterloo Hydrogeologic (2005)
- **Advanced Groundwater Modeling**, Waterloo Hydrogeologic (2003)
- **Canadian Geotechnical Society Air Photo interpretation Short Course**

Certifications

- **OSHA 40 Hour Course** (2000)
  - Refresher (2003 & 2005)
- **Confined Spaces Entry Course**, Manitoba Workplace Safety and Health WHIMIS

PROFESSIONAL ASSOCIATIONS

- Engineers Geoscientists Manitoba
- Association of Professional Geoscientists of Ontario
- Association of Groundwater Scientists and Engineers, National Groundwater Association
- Engineers Geoscientists Manitoba – 2017 - 2019 Council; Chair of Finance

Committee

- Director, Manitoba and Prairies Region, Tunnelling Association of Canada
- Editorial Advisory Board, Tunnels and Tunnelling Magazine (North American Edition)

EMPLOYMENT HISTORY

- **Senior Geologist, and Department Head of Environmental Services, Associate Principal**, KGS Group (2016 – Present)
- **Senior Geologist, and Assistant Manager of Environmental Services Department**, KGS Group (2013 – 2016)
- **Senior Geologist**, KGS Group (1999 – 2013)
- **Quaternary Geologist (Contract Position)**, Geological Survey of Canada (1998 – 1999)
- **Field/Lab Researcher**, University of Manitoba Department of Geological Sciences (1995 – 1999)
- **Drilling Assistant (Contract Positions)**, Manitoba Energy and Mines, Geological Services (1991 – 1993)

PROJECT EXPERIENCE

Phase II / III Environmental Assessments

- Duties include project development and borehole placement, soil logging, soil sampling, groundwater sampling, monitoring, and in-situ hydraulic conductivity testing at petroleum hydrocarbon impacted sites. Report preparation, data interpretation and analysis, and hydrogeological evaluations are undertaken following the fieldwork. Sites have ranged from petroleum hydrocarbon impacted sites at more than fifteen locations in Manitoba and Saskatchewan, to several heavy metals impacted sites and an ammonia/nitrate impacted site in Manitoba. Several sites also involved the development and preliminary evaluation of a number of potential remedial options.
- More specialized site assessment programs included the HVDC Converter Stations Oil Spill Risk Analysis for Manitoba Hydro. The risk analysis included evaluation of the potential for transformer oil spills and a preliminary phased design for oil spill containment at the main HVDC converter stations at Dorsey, Henday, Radisson.

Underground Storage Tank Removals

- Supervision of underground tank removal, soil sampling, data evaluation, and site closures at several sites in Manitoba. Duties include on-site soil screening, enforcement of standard operating procedures, and report preparation.

First Nations

- **8 Mile Channel Remediation – Manitoba Hydro**

Technical input and design for a hydrocarbon remediation project within Manitoba Hydro 8 Mile Channel. The project was executed by Norway House Cree Nation, as a Joint Venture with Sigfusson Northern Construction. KGS Group was responsible for all aspects of geotechnical and environmental investigations, geotechnical and environmental design, and cofferdam design, required to execute the work.

- **Bipole III – Manitoba Hydro**
  Project manager and advisor to build capacity, provide training, and deliver environmental monitoring framework for a First-Nations lead consulting firm who provided field environmental monitoring services to the Bipole III Contractors during construction.
- **Various Solid Waste Projects**
  Project Manager and technical advisor to various solid waste feasibility and environmental solid waste design projects at Pauingassi First Nation, Peguis First Nation, War Lake and York Factory First Nations, and Bunibonibee Cree Nation.
- Petroleum impacted site investigations at first nations communities located at Tadoule Lake, Manitoba, and at Fond Du Lac, Saskatchewan (Lake Athabasca). Duties included directing testpit locations, soil and groundwater sampling, and report preparation. Fieldwork was undertaken in conjunction with the First Nations Communities.

- **Lake St Martin Outlet Channel – Manitoba Infrastructure and Transportation**
  Preliminary and detailed hydrogeological and environmental design, and construction of the LSMOC. Responsible for site investigations and hydrogeological design. Participation in environmental licensing and construction management plans for the project.
- **2011 Lake St Martin Emergency Flood Channel – Manitoba Infrastructure and Transportation**
  Participated in site investigations for construction of the Reach 3 emergency flood channel, between Buffalo Creek and Lake Winnipeg. Involved in drilling, testpitting, and seismic refraction surveys, and data interpretation relative to defining the soil stratigraphy, till and bedrock surface elevations along the alignment of the channel.
- **LMB and LSM Outlet Channels Conceptual Design Stage 2 – Manitoba Infrastructure and Transportation**
  Design and involvement in hydrogeological field program, review of regional well location database, preliminary assessment of channel seepage/blowout conditions during construction and in the long-term, aquifer drawdown during construction and operation of channel options, assessment of risks and possible impacts to regional aquifers and the environment. Input to geotechnical design.
- **Groundwater, Surfacewater, and Geotechnical Investigations and Preliminary Engineering for LMB Outlet Channels Options C&D – Manitoba Infrastructure**
  Designed and conducted geological and hydrogeological investigations, including test drilling and pumping test programs. Evaluation of geological and groundwater conditions along LMB Options C and D channels, including assessment regional groundwater well use, evaluation of risks and potential impacts to regional groundwater aquifers with construction and operation of the LMB outlet channels. Development of detailed geological cross sections and modeling of bedrock surfaces and overburden thicknesses in the region of the projects. Input to geotechnical design.
- **PTH 110 Interchange, Brandon, Manitoba – Manitoba Infrastructure and Transportation**
  Designed and conducted hydrogeological investigation, including test drilling and pumping test, relative to design and construction of a groundwater underdrain system. Underdrain was designed to mitigate excess piping pressures within sandy soils during unwatering of the underpass during flood stage conditions along the Assiniboine River. Included preliminary evaluation of regional information and potential impacts on

nearby residences, initial assessment of licensing requirements, and design of underdrain system. Included compilation of Tender specifications and Owner's assistance, as required, through construction phase.

- **Powerview, Manitoba – Manitoba Infrastructure and Transportation (2009)**
  Designed and conducted hydrogeological investigation, including test drilling and 24- hour pumping test, relative to evaluation of stability of an embankment fill and concrete box culvert installation. Included preliminary evaluation of regional information and potential impacts on nearby residences, initial assessment of licensing requirements, and preliminary design of long-term passive depressurization system.
- **Powerview, Manitoba – Manitoba Infrastructure and Transportation (2014)**
  Final design, specification development, and tendering of a passive depressurization system to reduce deep foundation confined porewater pressures, and improve stability of an embankment fill and concrete box culvert installation. Construction completed in January, 2014.
- **White Horse Rapids Seepage Investigation – Yukon Energy Corporation**
  Provided data review, input, and analysis to assessment of seepage conditions associated with the intake power canal located at the Whitehorse Rapids Generating Station in Whitehorse, Yukon. Tasks included evaluation of new geotechnical drilling and instrumentation (completed by others), assessment of foundation groundwater levels, and water quality between reservoir, toe of dike, and sub-power canal rock drain seepage discharge areas.
- **Hardy Dam, Atikokan, Ontario – Ontario Ministry of the Environment**
  Conducted preliminary geotechnical drilling investigation and provided input to KGS Group contract administrative duties as related to monitoring and control of groundwater conditions during construction of remedial works (designed by others). The installed drainage system was designed to mitigate confined, flowing artesian groundwater pressures within the dam foundation soils.
- **Town of Mayo Dike Foundation Seepage Investigation – Yukon Energy Corporation**
  Drilling, well installation, and instrumentation to measure the response and seepage characteristics of a pervious granular dike in permafrost-affected ground conditions, along the Mayo River, adjacent to the Town of Mayo. Work to support river ice engineering and winter flooding mitigation studies.
- **Slope Stability/Drainage Assessment – Ski Assessippi**
  Conducted drilling investigations, instrumentation installations, test well drilling, pumping tests, and water quality assessments to determine the stratigraphy and hydrogeological relationship between a piping, valley wall seepage area, and overall slope conditions/stability of a mobilized valley wall. Included assessment of materials and design for subsurface slope drainage systems to improve overall stability of the ski hill slopes, in particular during critical periods such as during spring the spring melt when the soils are under a highly saturated condition.
- **Flood Protection Studies for Winnipeg**
  Groundwater Section, 2001, Manitoba Conservation. Assessment of potential impact of modifications to the Red River Floodway on groundwater availability, quality and use in the Winnipeg area. Included development of a 3-D finite difference groundwater model using MODFLOW.
- **Red River Floodway Expansion Regional Groundwater Modeling (2004)**
  Modeling of the potential effects of deepening the Red River Floodway in Winnipeg. 3-D Visual MODFLOW model included model calibration with conditions before and after Floodway construction in the 1960s, updating to current conditions and predictive modeling of several design scenarios.
- **Red River Floodway Expansion Surface Water Intrusion Modeling (2004)**
  Cross-Sectional Modeling using Visual MODFLOW. Model investigated the potential extent of intrusion of

Red River Water in the Floodway into the carbonate aquifer at several representative locations.

- **Grand Rapids Generating Station Phase I and Phase II Hydrochemical – Studies Manitoba Hydro**
  Conducted studies assessing water quality of the reservoir and water quality of possible seepage pathways through karstic dolomitic limestone bedrock of the dike and main powerhouse structure foundations. Study designed to assess possible variability in groundwater conditions due to seasonality, and whether a signal of changing water quality within seepage pathways could be identified and used as part of a long term dam safety monitoring program. Routine water quality parameters as well as isotopes and groundwater saturation states were analyzed.
- **Pine Falls Generating Station Groundwater Assessment Phase I – Manitoba Hydro**
  Conducted a study assessing groundwater flow conditions and water quality to determine overall groundwater site conditions, and confined aquifer piezometric pressures relative to stability of lacustrine clay riverbanks downstream of the Pine Falls Generating Station. Study included review of historical data from pre- and post-construction periods.

Geotechnical Investigations/Instrumentation/Permafrost

- **Whiteshell Laboratory – Canadian Nuclear Laboratories**
  Project manager and technical design services for geotechnical and hydrogeological standing services agreement. Drilling programs, well installations, and risk assessment work regarding the development of the closure and end state configuration of the facility. Has included GPR and drilling work in the Waste Management Area, environmental investigations and risk assessments of the lagoon and domestic landfill sites, long-term monitoring well nest installations, well decommissioning activities.
- **Grand Rapids Generating Station Spillway – Manitoba Hydro**
  Along with Manitoba Hydro, developed lab testing program to determine the representative friction angle for karstic limestone bedrock foundations at the Grand Rapids Spillway. Included evaluation of the role of joint surface roughness and joint surface strengths in finalizing laboratory tested rock sample final friction angles. Data was input into a Monte Carlo analysis of geotechnical stability analyses as part of a dam safety review of the structure.
- **Keeyask Generating Station – Manitoba Hydro**
  Test pitting, sonic drilling, sampling, laboratory testing, and instrumentation programs related to investigations along the 20+ km of Keeyask north and south dyke alignment foundations, and south abutment dam to dyke transition area. Included investigations and evaluations within ice-rich permafrost affected areas, and assessment of groundwater conditions for optimization of deep foundation excavations.
- **Grand Rapids Generating Station Spillway Stability – Manitoba Hydro**
  Core logging, sample selection, and development of laboratory testing program to determine representative bedrock friction angle, for input to stability analyses of the karstic limestone foundations.
- **Keeyask Generating Station – Manitoba Hydro**
  Geotechnical materials investigations, sampling, and testing of the G1 and G3 borrow material deposits. Work was required for confirmation of project construction materials sources (concrete aggregate and granular dam/dyke embankment fills), and deposit mapping to optimize materials utilization planning. Information compiled for, and provided to the construction contractor.
- **Field Assessment of Possible Future Hydro Sites – SaskPower**
  Conducted site visits and site walkovers to assess feasibility of a series of six potential future hydro development sites on the Churchill River and Fond Du Lac River systems in northern Saskatchewan. Field activities included preliminary bedrock/overburden mapping along proposed conveyance routes, and

preliminary geotechnical assessment of each proposed project, including review of possible permafrost affected soils and potential for occurrence of natural in-situ uranium mineralization zones, at a number of sites.

- **Future Bipole III HVDC Transmission Line Route – Manitoba Hydro**
  Managed a program of geotechnical drilling, soils logging, and soils laboratory testing/analysis for a series of 31 drilling sites located in central Manitoba along the proposed Bipole III transmission line route. Included delineation of till surface and soils conditions at key site locations.
- **Future Conawapa Generating Station – Manitoba Hydro**
  Historical data analysis, reporting, assessment, and input to reactivation of ground temperature monitoring for permafrost at the future Manitoba Hydro Conawapa Generating Station. Included a detailed desktop review of historical site conditions and instrumentation readings for permafrost conditions, used as a guide to identify new instrumentation needs and installations, which were advanced in 2009/2010. Data compilation, QA/QC, and reporting of detailed ground temperature measurements recorded in the field, and to the Manitoba Hydro MAFIC database system, between 2009 and 2013.
- **Manitoba Hydro – Future Conawapa Generating Station**
  Historical data analysis, reporting, assessment, and input to reactivation of piezometric aquifer pressure monitoring at the future Manitoba Hydro Conawapa Generating station. Included data review, input, and involvement with investigations and instrumentation installations advanced in 2006/2007. Input to and overview of database management and QA/QC programs for piezometric instrumentation and data collection, MAFIC database system, and development of instrumentation reports between 2009 and 2013.
- **Tazi Twe Geotechnical Investigation Program – SaskPower**
  Organized and developed a geotechnical investigation program to assist with preliminary design and further definition of bedrock shear zones located at the future Tazi Twe hydroelectric site on the Fond Du Lac River, in northern Saskatchewan (2013). Tasks included technical input to all permitting, program cost estimates, development of technical specifications and contracts, and contract administration duties related to site preparation (drill pad clearing and line cutting), helicopter procurement, geophysical (seismic refraction) investigations, and diamond drilling program, which included geotechnical coring, downhole water pressure (Lugeon) testing, downhole acoustical and optical oriented televiewer tool, and installations for groundwater monitoring and sampling requirements. Duties included coordinating reporting and providing technical input to geotechnical report, along with KGS Group/subconsultant team.
- **Mayo A Power Tunnel Intake Rock Slope Stabilization – Yukon Energy Corporation**
  Field investigation, structural bedrock mapping, design, specification development, and contract administration for the scaling and layback of the rockslope above the Mayo A power tunnel intake (2010), Mayo, Yukon. Work completed stabilized a 25 m high, weathered and frost affected rock face, comprised of weak phyllite/chloritic schists, to mica schists, which was subject to toppling and wedge failures.
- **Mayo B Generating Station – Yukon Energy Corporation**
  Geotechnical investigation programs 2008/2009 and 2010/2011 construction, Mayo B Generating Station, Mayo, Yukon. Tasks included overseeing field based drilling programs, core logging, soils and bedrock sample collection for geotechnical and geochemical analyses, structural bedrock mapping for tunneling assessment and excavation, collection of field data and assessment of packer testing and falling head permeability results in overburden and bedrock, gradation envelope development for classifying overburden material types, sampling and instrumentation for ground temperature (permafrost measurements), and definition of the groundwater regime, soils conditions, and conceptual approach for construction dewatering required within overburden and bedrock excavations.
- **Future Conawapa Generating Station – Manitoba Hydro**

Data assessment, information/database compilation, and updating of the Geological Interpretation of the Project report, as part of Stage IV Engineering Studies. Included compilation of overburden and bedrock geological and hydrogeological conditions, permafrost conditions, and 3D seepage modeling assessment of the south abutment. Preliminary modeling included characterization of potential post-impoundment seepage pathways and sensitivity analyses of possible ranges in geological conditions, and of projected seepage pathways to the planned grouting designs.

- **New Post Creek - Ontario Power Generation**
  Provided well design, specifications, contract administration, and data analysis for test well drilling and pumping tests completed at the proposed New Post Creek project, located near Cochrane, Ontario. Extensive construction dewatering within sand soils, with a direct hydraulic connection to the adjacent New Post Creek, required assessment and evaluation to assist with design and construction staging considerations.
- **Bridges B1 and B3 – East Side Road Project**
  Conduced site visits, inspections and bedrock outcrop mapping during bridge abutment excavation for the B1 (Wapiginow River) and B3 (Bloodvein) bridge sites.
- **Future Conawapa Generating Station – Manitoba Hydro**
  Reassessment and integration of detailed bedrock discontinuity data into a proper standardized Access database, for integration to 3D visualization tools, and overall assessment of karstic bedrock conditions at the future Manitoba Hydro Conawapa Generating Station. Database includes nearly 30,000 lines of data, entered using a standardized drop-down menu system compatible with Manitoba Hydro standards, and active QA/QC program for data entry verification.
- Duties have included bedrock coring and well installation for groundwater monitoring adjacent to an operational industrial site and landfill, and the coring and pump testing of a bedrock geothermal well within the city of Winnipeg. Bedrock well installation, logging, pump testing, and aquifer analysis were completed for a large-scale groundwater based industrial space cooling project at Dorsey Station for Manitoba Hydro. Reports including well logs and well construction details were produced.
- Various field-based investigations, including riverbank stability studies, and foundation evaluations. Duties include borehole logging, field soil shear strength and density testing, soil sampling for laboratory analyses. Detailed soil logging using continuous samplers and split spoon samplers is common.
- Other geotechnical projects have included bedrock coring to evaluate the condition/stability of concrete bridge abutments. Details included examination of the condition of the concrete/bedrock bond at the abutment base, the bedrock and concrete condition. Also important was the evaluation of the interconnection between the river and groundwater hydrology.
- Bedrock coring and logging for input to the foundation design of the Human Rights Museum in Winnipeg, Manitoba.

Hydrogeology and Geological/Groundwater Modeling

- **Future Conawapa Generating Station – Manitoba Hydro**
  Developed a 3D geological model in Mining Visualization Systems (MVS) for the future Conawapa Generating Station for Manitoba Hydro. Model to be used as a design tool relative to karstic limestone foundation design and geotechnical analysis of foundation bedrock conditions, excavation, and permafrost conditions.
- **Future Conawapa Generating Station – Manitoba Hydro**

Developed a 3D groundwater model in the finite element program FEFLOW for the future Conawapa Generating Station for Manitoba Hydro. Model to be used as a design tool relative to karstic limestone foundation design and grouting design, relative to analysis of groundwater flow conditions, possible seepage pathways, and sensitivity of the proposed foundation and grouting designs to overall groundwater regimes and seepage.

- **Future Keeyask and Conawapa Generating Stations – Manitoba Hydro**
  Peer review of Environmental Impact Study (EIS) technical work for the regional hydrogeology and groundwater flow system studies (by others) for Manitoba Hydro. Studies used 3-D models with EVS visualization software and groundwater model FEFLOW to assess bedrock and overburden groundwater regimes, including existing conditions and predicted conditions, with and without a reservoir.
- **Manitoba Hydro – Dorsey HVDC Converter Station**
  Compiled a hydraulic and groundwater heat flow model in HST3D for evaluation of a large-scale industrial groundwater based space cooling system. The model incorporated thermal and hydraulic (pumping rate) balancing in a fractured, high permeability bedrock aquifer system.
- **Prairie Farm Rehabilitation Administration (PFRA)**
  Under the Hill Farms, Irrigation Development 2002. Hydrogeologic study on the Assiniboine Delta Aquifer. Included field drilling, aquifer mapping, groundwater modeling using Visual MODFLOW.
- **Water Rights License Documentation, Carberry, Manitoba – MidWest Food Products (2000)**
  Assessment of groundwater supply system and lagoon wastewater disposal and effects on local and regional hydrogeology and stream flow. Included groundwater quality analysis and development of a 3 dimensional conceptual and numerical groundwater model.
- **Township of Manitouwadge Groundwater Study (2002)**
  Comprehensive groundwater study to define the aquifer used by the municipal wells. Included field studies, inventories of wells and potential contaminant sources, aquifer vulnerability mapping, modeling of wellhead capture zones using MODFLOW and development of groundwater protection action plan. All mapping was delivered in GIS format (ArcView) and data was included in the provincial Microsoft Access Data Base.
- **Conceptual 3-D model of a portion of Brady Landfill, Winnipeg, Manitoba**
  Developed conceptual 3-D model of a portion of the Brady Landfill to address leachate conditions, as input to landfill operations design, and assessment of improvements proposed for leachate monitoring systems.
- **3-D Visual MODFLOW Computer Models**
  Developed and constructed three-dimensional Visual MODFLOW computer models of several different project areas, including model calibration and evaluation of model results. Visual MODFLOW tasks included the evaluation of the impacts of a wastewater plume from a leaky industrial storage lagoon, simulation of artificial recharge enhancement to an unconfined aquifer, various irrigation feasibility assessments, and the hydrogeological assessment of possible floodway expansion in the city of Winnipeg. Many of these models included groundwater flow budget evaluations, and particle tracking for groundwater flow and wellhead capture zone delineation. Additionally, evaluations of aquifer vulnerability (surface water to groundwater infiltration and exfiltration) have been completed.

Waste Rock Assessment and Rehabilitation

- **Geotechnical Investigations, Assessment and Remediation of Ruttan Mine, Northern Manitoba – Province of Manitoba, Department of mineral Resources (formerly Mines Branch)**
  Responsible for the preliminary Acid Rock Drainage (ARD) and metals leaching assessment of bedrock

construction materials at the Ruttan Mine site remediation project in Leaf Rapids, Manitoba.

- **Mayo B Hydroelectric Project – Yukon Energy**
  Responsible for ARD and metals leaching assessment of tunnel and penstock rock excavation materials for the Mayo B expansion of the hydroelectric facility at Mayo, Yukon Territory. Included defining monitoring program and sampling requirements for waste rock runoff surface water, for environmental licensing compliance.

Environmental Licensing

- Duties have included the ongoing monitoring and data evaluation relative to Provincial licensing requirements for a large groundwater based cooling system for Manitoba Hydro at the Dorsey HVDC converter station. Duties include overseeing hydrogeological data collection by Manitoba Hydro personnel, and reporting.
- Duties have included the ongoing monitoring and sampling of monitoring wells at an industrial water supply and wastewater discharge lagoon site at Midwest Foods, Ltd., in Carberry, Manitoba. The monitoring and evaluation of the large scale water balance of the area, based on a system of plant production wells, groundwater control wells, and a groundwater recharge trench, along with groundwater quality analyses, have been assembled and analyzed for environmental licensing purposes. Hydrogeological analysis included the use of a detailed numeric groundwater modeling program.

Publications

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- Wilson, J., Mann, J., Pantel, P., and Halim, R. (2018). The Evolution of Identifying Construction Materials Sources. Digital Geotechnics Special Edition, Australian Geomechanics Journal v. 53, No.3, September 2018.
- Kenyon, R., Mann, J., Robak, C. (2017). Rehabilitating Hardy Dam for Stability and Seepage Control. GeoOttawa - Canadian Geotechnical Society Annual Conference.
- Arpin, B., Kenyon, R., Mann, J., Rahman, K. (2016). Passive Groundwater Depressurization for Improving Road Embankment Stability – Case Study: Powerview Creek, Manitoba. GeoVancouver – Canadian Geotechnical Society Annual Conference, Paper 3941.
- Dobson, R., Mann, J., Hamilton, A., Lukajic, B. (2016). Intake Slope Stabilization and Spillway Cut in Rock for Hydropower Projects. American Rock Mechanics Association Annual Conference, Houston, Texas. Paper 16-9.
- Mann, J., Dobson, R., Mc Phail, G., Lukajic, B. (2014). Old Meets New. Technical/Hydropower Supplement, Tunnels and Tunnelling International Magazine, December, 2014.
- Mann, J., Dobson, R., Mc Phail, G., Lukajic, B. (2014). Tunneling in Mayo, Yukon Territory. Tunneling Association of Canada Annual Conference, Vancouver, B.C., October 26 – 28, 2014.
- Sharif, S., Mann, J.D., Smith, J.B., Cook, G.N., (2012). Techniques for 3D Geological and Hydrogeological Modeling. A Case Study of Conawapa Generating Station. Canadian Geotechnical Society Annual Conference, Winnipeg, Manitoba. September 30 – October 3, 2012.
- Mann, J.D., Sharif, S., Smith, J.B., Cook, G.N., Osiowy, B.J. (2008). 3D Geological and Hydrogeological

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- Leverington, D.W, J.D. Mann, and J.T. Teller. (2002). Changes in the bathymetry and volume of glacial Lake Agassiz between 9,200 and 7,700 14C yr BP., Quaternary Research 57, 244-252.
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Gary Crewdson, HBSc., EP

ENVIRONMENTAL SCIENTIST/ G.I.S. ANALYST

PROFILE	Mr. Crewdson is an Environmental Scientist/GIS Analyst with over 13 years experience in the environmental consulting field. As an Environmental Scientist, Mr. Crewdson is responsible for planning, coordinating and completing a variety of environmental field investigations ranging from environmental assessments, designated substances/hazardous materials surveys, environmental baseline studies, terrestrial and aquatic inventories to the remediation of soil and water.
EDUCATION	• **Bachelor of Science, Honours**, Lakehead University (2008) **Professional Development** • **Erosion and Sediment Control – Planning and Design**, Vancouver Island University (2017)
PROFESSIONAL ASSOCIATIONS	• EcoCanada, Environmental Professional (2016)
EMPLOYMENT HISTORY	• **Environmental Scientist**, KGS Group (2008 – Present) • **Fisheries Technician**, Ontario Ministry of Natural Resources (2008) • **Field Technician**, AMEC Engineering Ltd. (2007 – 2008) • **Environmental Officer**, Canadian Armed Forces Naval Reserve (2004 – Present)

PROJECT EXPERIENCE

Phase I Environmental Site Assessments

- **Various Phase I Environmental Site Assessments and Record of Site Conditions**
  Conducted numerous Phase I Environmental Site Assessments within Ontario. Properties assessed have included commercial and industrial properties. Responsible for review of historical records, site reconnaissance, interviews with individuals familiar with the property and preparation of reports.
- **Phase I/II Environmental Site Assessments – Various DFO/CCG Small Craft Harbors**
  Conducted Phase I/II at several Department of Fisheries and Oceans / Canadian Coast Guard Small Craft Harbors in Ontario. Projects included Phase I ESAs to establish chemicals of potential concern (COPC), and subsequent Phase II ESAs to investigate COPCs. Phase II ESA portions of the projects included soil sampling,

surface water sampling and sediment sampling. Duties included a comprehensive historical records review, site reconnaissance and interviews, on-site soil screening, visual and olfactory inspection of soil samples, collection of soil / sediment samples, data interpretation, NCSCS classification of contaminated sites and the preparation of reports. Sites investigated included:

- Phase I/II ESA – Port Elgin Small Craft Harbor (2012)
- Phase I/II ESA – Wellers Bay Small Craft Harbor (2012)

Phase II Environmental Site Assessments

- **Phase II/III Environmental Site Assessments – Various Federal Properties**
  Conducted Phase II and Phase II/III ESAs at various Federal properties in Ontario. Phase II ESA included the installation of groundwater monitoring wells and low flowing sampling of groundwater for various COPC including metals, PHCs, PAHs and PCBs. Duties included supervision of drilling activities and monitoring well installation, on-site soil screening, visual and olfactory inspection of soil/groundwater samples, collection of soil/groundwater sampling, data interpretation, NCSCS classification of contaminated sites, liability estimates and the preparation of reports and recommendations for further work if required. Sites investigated included:
  - Phase III ESA – Gereaux Island Light Station, Gereaux Island (2010)
  - Soil Delineation – Griffith Island Light Station, Griffith Island (2010)
  - Phase II ESA – Strawberry Island Light Station, Strawberry Island (2012)
  - Phase II ESA – Burlington Lift Bridge, Burlington Ontario (2012)
  - Phase II ESA – L'Orignal Small Craft Harbor Ontario (2012)
- **Phase I/II/ III Environmental Site Assessment, Water Street – City of Thunder Bay**
  Conducted a Phase I on former CP rail property to establish chemicals of potential concern (COPC) and a subsequent Phase II ESAs to investigate the COPCs. Duties included a comprehensive historical records review, site reconnaissance and interviews, on-site soil screening, visual and olfactory inspection of soil samples, installation of groundwater monitoring wells, data interpretation and report preparations.

Site Investigation / Remediation Activities / Contract Administration

- **Remediation Spec Development / Contract Admin / Site Supervision – Various Federal Properties**
  Environmental Scientist responsible for the development of remedial specifications for numerous soil remediation projects at various federal properties. Responsibilities included the development of specifications, contract administration and site supervision during remedial activities, collection of confirmatory samples, NCSCS classification scoring, and preparation of comprehensive reports. Sites investigated included:
  - Remediation Specifications and Cost Estimates – Griffith Island (2010)
  - Site Remediation and Lighthouse Encapsulation – Pie Island Light Station, Pie Island (2010)
  - Soil Delineation / Designated Substance Survey / Remediation Specifications – Manitouwaning Light Tower, Manitouwaning Ontario (2011)
  - Soil Delineation / Designated Substance Survey / Remediation Specifications – South Baymouth Front and Rear Range Light Tower, South Baymouth Ontario (2011)
  - Site Remediation Specifications and Cost Estimates – Michipicoten Harbour Light Station, Michipicoten Ontario (2011)
  - Remediation Specification / Designated Substance Survey / Site Supervision – Strawberry Island Light Station, Strawberry Island (2011)

  - Remediation Specifications and Soil Remediation – Killarney East Light Station, Killarney ON (2012)
  - Remediation Specifications and Soil Remediation – Killarney Northwest Light Station, Killarney ON (2012)
  - Remediation Specifications and Soil Remediation – Gereaux Island Light Station, Gereaux Island (2013)
  - Soil Remediation – Griffith Island Light Station, Griffith Island (2013)
- **Screening Level Risk Assessment, Strawberry Island Light Station, Georgian Bay Lake Huron (2012)**
  Environmental Scientist responsible for the completion of a Preliminary Quantitative Risk Human Health Risk Assessment and Screening Level Ecological Risk Assessment for the Strawberry Island Light Station located on Georgian Bay on Lake Huron. The Human Health PQRA was completed based on the Health Canada Contaminated Sites Program – Federal Contaminated Site Risk Assessment in Canada, Parts I and II and the SLERA was completed in accordance with the CCME – A Framework for Ecological Risk Assessment: General Guidance. The project was completed in 2012.
- **Train Derailment Site Remediation, CN Fort Francis Subdivision, Train Derailment – CN**
  Managed environmental monitoring personnel during site cleanup, liaised between contractors and CN railway and documented daily cleanup activities. Directed product recovery and activities at the site including the removal of remaining impacted soil and water and confirmatory sampling. Completed site visits with regulatory agency personnel and local land owners.
- **Train Derailment Site Remediation, CN Rivers Subdivision, Train Derailment – CN**
  Managed environmental monitoring personnel during site cleanup, liaised between contractors and CN railway and documented daily cleanup activities. Directed product recovery and activities at the site including the removal of remaining impacted soil and water and confirmatory sampling. Completed site visits with regulatory agency personnel, local land owners and local Indigenous Community Leaders.
- **Environmental Officer, Bipole III Transmission Line Project – Manitoba Hydro**
  Conducted environmental monitoring in conjunction with Oodanooketoh Inc. on Manitoba Hydro Bipole III Section N1 on behalf of the contractor (Rokstad Power) for construction of a new HVDV transmission line. Responsible for pre-project employee environmental orientations, ensured contractor compliance to all aspects of the Manitoba Hydro Construction Environmental Protection Plan and the contractor's Environmental Protection Program. On-site monitoring included ensuring environmentally sensitive sites are marked (signed), assessing mitigation measures designed to minimize soil compaction and rutting and inspection of sediment and erosion control measures.
- **Train Derailment Site Remediation, CN Kashabowie Subdivision Train Derailment – CN**
  Conducted environmental monitoring services throughout the project including daily inspections, soil and terrain monitoring due to the proximity to a water body and reporting. Directed product recovery and activities at the site including the installation of erosion control measures at the site and completed a report summarizing the remedial activities at the site for the Ontario Ministry of Environment, Conservation and Parks.
- **Train Derailment Site Remediation, CN Allanwater Subdivision Train Derailment – CN**
  Conducted environmental monitoring services throughout the project including daily inspections, soil and terrain monitoring due to the proximity to a water body and reporting. Directed product recovery and activities at the site including the installation of erosion control measures at the site and completed a report summarizing the remedial activities at the site for the Ontario Ministry of Environment, Conservation and Parks.
- **Train Derailment Site Remediation, CN Redditt Subdivision Train Derailment – CN**
  Conducted environmental monitoring services throughout the project including daily inspections and reporting. Directed product recovery and remedial excavations at the site, conducted soil sampling using a

portable x-ray fluorescence spectrometer, directed site restoration including the installation of erosion control measures at the site and completed a report summarizing the remedial activities at the site for the Ontario Ministry of Environment and Climate Change.

- **Spill Response and Site Remediation, CN Railway Swamp River – CN**
  Conducted initial spill response including the coordination and deployment of river containment booms and absorbent materials. Liaised with Ontario Ministry of the Environment and Climate Change Environmental Inspectors on behalf of CN. Developed a remedial plan for the site and directed remedial excavation work at the site. Collected confirmatory soil and surface water samples throughout the project and directed site restoration.
- **Due Diligence Operational Impact Environmental Assessment – Canadian Armed Forces HMCS Griffon Naval Reserve Division**
  Completed a due diligence environmental assessment for annual training activities completed by the unit in both marine and land environments as per the Naval Reserve Safety and Environmental Management System requirements. Work included a background review of the unit's activities and standard operating procedures, site visits and an assessment of the environmental effects of the unit's activities and proposed mitigation measures.
- **Spill Response and Site Remediation, CN Railway Auden – CN**
  Conducted initial fuel spill response, containment and cleanup in addition to developing and implementing a groundwater monitoring program.
- **Residential Fuel Spills**
  Removal of contaminated soils and confirmatory testing of soils and ground/surface water at various sites.
- **Removal of Various Underground Fuel Storage Tanks**
  Conducted numerous Underground Fuel Storage Tank removal and Site Remediation Projects. Properties assessed have included commercial and Provincial properties. Responsible for site supervision, soil and groundwater sampling and preparation of reports. Sites investigated included:
  - Ministry of Natural Resources Black Sturgeon Research Centre, Black Sturgeon Ontario
  - Armstrong First Nation, Armstrong Ontario
  - Husky Energy Inc., 1120 Alloy Drive, Thunder Bay, Ontario

Groundwater, Surface Water, Sediment Assessments

- **Groundwater Well Installation and Sampling, Sioux Lookout, ON**
  Completed utility locates, supervised the installation of groundwater wells on Municipal property, logged soil stratigraphy and conducted soil sampling and screening as required. Complete rising head conductivity tests on the installed wells and conducted low flow groundwater sampling.
- **Low Flow Groundwater Sampling and Monitoring, CN Hornepayne Yard, Hornepayne, ON – CN**
  Complete low flow groundwater sampling throughout various areas of the rail yard and completing rising head conductivity tests and Light Non-Aqueous Phase Liquid bail down tests. Coordinated field activities, provided project management and compiled data and reports.
- **Low Flow Groundwater Sampling and Monitoring, CN Sioux Lookout Yard, Sioux Lookout, ON – CN**
  Complete low flow groundwater sampling and monitoring throughout the yard.

Leah Poliszczak

SENIOR ENVIRONMENTAL TECHNOLOGIST

PROFILE	Ms. Poliszczak has 20 years experience in the fields of environmental assessment and remediation. As an Environmental Technologist, she is responsible for undertaking environmental fieldwork, assisting with analyzing and interpreting the data and reporting the findings for a variety of projects including Phase I, II and III environmental site assessments, Phase IV remedial action plans, groundwater and surface water monitoring and sampling, underground storage tank removal and designated substance surveys. She contributes to field investigations and remediation at hydrocarbon impacted sites (including CN and CP operating rail yards) and at train derailment sites as well as landfill sites in Northwestern Ontario. Ms. Poliszczak is also responsible for the preparation of cost estimates and proposal for various environmental projects, supervision and report review of selected projects for junior personnel, as well as client liaison for selected clients.
EDUCATION	• **Environmental Engineering Technology**, Confederation College of Applied Arts and Technology (1998)
EMPLOYMENT HISTORY	• **Environmental Technologist**, KGS Group (1999 – Present) • **Environmental Technician**, Trow Consulting Engineers (July 1998) • **Environmental Technician (Student)**, Placer Dome (CLA) Ltd. Musselwhite Mine July 1997) • **Environmental Technician**, Arcturus Environmental (1996 – 1997)

PROJECT EXPERIENCE

Phase I Environmental Site Assessments

- **Various Phase I Environmental Site Assessments and Enhanced Environmental Site Assessments (1999 – Present)**
  Conducted numerous Phase I Environmental Site Assessments within Ontario. Properties assessed have included commercial, residential and industrial properties. Responsible for review of historical records, site reconnaissance, interviews with individuals familiar with the subject properties and preparation of reports detailing actual and potential environmental concerns indentified in the investigation. Enhanced Environmental Site Assessments also included a preliminary intrusive investigation at the site which consisted of surficial soil sampling and/or sampling of various hazardous building materials, including potential asbestos containing materials and lead paint, halocarbon assessments and subsequent laboratory analysis and reporting.

- **Phase I Environmental Site Assessments and Enhanced Phase I Environmental Site Assessments, Various Federal Properties**
  Conducted numerous Phase I Environmental Site Assessments within Ontario following the requirements of CSA Standard Z768-01. Responsible for review of historical records, site reconnaissance, interviews with individuals familiar with the property and preparation of reports detailing actual and potential environmental concerns indentified in the investigation. Enhanced Phase I ESA also included a preliminary intrusive investigation at the site which consisted of surficial soil sampling and/or sampling of various hazardous building materials, including potential asbestos containing materials and suspected lead based paints, and subsequent laboratory analysis and reporting. Sites investigated included:
  - Phase I ESAs – Various RCMP Properties in NU – 2005
  - Phase I ESA, Vacant Lot, Oakville Ontario – 2012
  - Phase I ESA, Vacant Lot, Petawawa Ontario – 2012
  - Phase I ESA, 221 Archibald Street, Thunder Bay Ontario – 2012
  - Phase I ESA, 22 Circle Street, Kapuskasing Ontario – 2012
  - Updated Phase I ESA, Garden River FN Ontario – 2012
  - Updated Phase I ESA, Long Lake FN Ontario – 2012
  - Updated Enhanced Phase I ESA, Mohawks Bay of Quinte FN Ontario – 2013
  - Updated Enhanced Phase I ESA, Pic Mobert FN Ontario – 2013
- **Phase I/II Environmental Site Assessments, Various DFO/CCG Small Craft Harbours**
  Conducted Phase I/II at several Department of Fisheries and Oceans / Canadian Coast Guard Small Craft Harbours in Ontario. Project included Phase I ESAs to establish chemicals of potential concern (COPC), and subsequent Phase II ESAs to investigate COPCs. Phase II ESA portions of the projects included soil sampling, surface water sampling and sediment sampling. Duties included a comprehensive historical records review, site reconnaissance and interviews, on-site soil screening, visual and olfactory inspection of soil samples, collection of soil / sediment samples, data interpretation, NCSCS classification of contaminated sites, and assisting with the preparation of reports. Sites investigated included:
  - Phase I/II ESA – Thunder Bay Current River Small Craft Harbour – 2012
  - Phase I/II ESA – Port Elgin Small Craft Harbour – 2012
  - Phase I/II ESA – Wellers Bay Small Craft Harbour – 2012
  - Phase I/II ESA – Michipicoten Small Craft Harbour – 2012

Phase I Property Transfer Assessments

- **Phase I Property Transfer Assessment, Various First Nations in ON, PWGSC (Ontario Region) (2005)**
  Conducted Phase I Property Transfer Assessments for various First Nation communities in Northwestern Ontario. Duties included the completion of tasks associated with Phase I ESAs, and supplemented with tasks associated with Phase II ESAs, such as surficial soil and water quality sampling and storage tank audit. Each Phase I PTA also included consultation with each First Nation community and preparation of a comprehensive report for each site. Sites investigated included:
  - Phase I PTA – Aroland First Nation (19,599 ha parcel of land), Aroland Ontario – 2005

- Phase I PTA – Sand Point First Nation (820 ha parcel of land on Pijitwabik Bay – Lake Nipigon), Sand Point Ontario – 2005
- Phase I PTA – Pays Plat First Nation, Pays Plat Ontario – 2005
- Phase I PTA – Lake Lake First Nation, Longlac Ontario – 2005
- Phase I PTA – Garden River First Nation, Squirrel Island - 2005

Phase II and Phase II/III Environmental Site Assessments

- **Various Phase II Environmental Site Assessments (1999 – Present)**
  Conducted various Phase II Environmental Site Assessments at properties within Northwestern Ontario. Properties assessed have included commercial and industrial properties. Responsible for the coordination and completion of field activities including the coordination of underground utility locates prior to drilling, supervision and logging of testholes/boreholes and installation of groundwater monitoring wells, field screening of soil samples, collection of soil sampling for various parameters, development of groundwater wells and collection of groundwater samples.

  Sites investigated have included:

  Canadian National Railway

  - 120 N. Waterloo St., Thunder Bay, Ontario
  - Auden Yard, Auden, Ontario
  - Mile 145.0 to Mile 147.9 Caramat Subdivision, Caramat Ontario
  - Mile 77.06 to 78.30 Caramat Subdivision, Caramat, Ontario
  - Mile 42.0 to 43.9 Caramat Subdivision, Hillsport, Ontario
  - Mile 222.9 to 224.2 Ruel Subdivision, Fireriver, Ontario
  - PIN 35516 Kashabowie Subdivision, Thunder Bay, Ontario
  - PIN 34460 Kashabowie Subdivision, Thunder Bay, Ontario

  County Fair Plaza Limited

  - Northwood Plaza, Thunder Bay, Ontario
    Conducted a Phase II Environmental Site Assessment at Sunys Gas Bar site which included supervision and logging of 5 testholes and installation of 5 monitoring wells, sampling boreholes for hydrocarbons and field screening of soil, development of groundwater wells and the sampling of wells.
  - County Fair Plaza, Thunder Bay, Ontario
    Conducted a Phase II Environmental Site Assessment at 1020 Dawson Road which included supervision and logging of 6 testholes and installation of 5 monitoring well, sampling boreholes for hydrocarbons and field screening of soil, development of groundwater wells and the sampling of wells.

  City of Thunder Bay (Realty Division)

  - Dawson Court Home for the Aged, Thunder Bay, Ontario
    Conducted a Phase II ESA at the former Dawson Court Home for the Aged. Responsibilities included coordination of all field activities, client liaison, data analysis and interpretation and preparation of a comprehensive report.

- Corner of Carrick St., and Central Avenue, Thunder Bay, Ontario
  Participated in a Phase II Environmental Site Assessment at this dumpsite which included assisting with the logging of and installation of 3 monitoring wells, sampling of boreholes for hydrocarbons, volatile organic carbons, metals and field screening of soil.
- 110 Violet St., Violet St. Parking Lot, Thunder Bay, Ontario
  Conducted a Phase II Environmental Site Assessment at this site which included supervision and logging of 6 testholes and installation of 3 monitoring wells, sampling of boreholes for hydrocarbons and field screening of soil, development of groundwater wells and the sampling of wells.

Phase II Property Transfer Assessments

- **Public Works Government Services Canada**
  - Rocky Bay First Nation
    Conducted a Phase II Property Transfer Assessment at the Rocky Bay First Nation community, which included supervision and logging of 6 testholes, sampling of boreholes of hydrocarbons and field screening of soils.
  - Aroland First Nation
    Assisted with a Phase II Property Transfer Assessment at the Aroland First Nation community, which included assisting with the logging of 12 testholes and installation of 7 monitoring wells, sampling of boreholes for hydrocarbons and field screening of soil, development of groundwater wells, and sampling of wells.

Phase IV Remedial Action Plans

- **Canadian National – Thunder Bay North Yard, Thunder Bay, Ontario**
  Responsible for weekly diesel recovery system operations, monthly diesel recovery system effluent sampling for petroleum hydrocarbons, monitoring of groundwater and free product elevations, biannual groundwater sampling for petroleum hydrocarbons, and data analysis and interpretation.
- **Canadian National – Thunder Bay Neebing Yard, Thunder Bay, Ontario**
  Responsible for weekly diesel recovery system operations, monthly diesel recovery system effluent sampling for petroleum hydrocarbons, monitoring of groundwater and free product elevations, biannual groundwater sampling for petroleum hydrocarbons, and data analysis and interpretation.
- **Diesel Recovery Systems**
  Contributed to the upkeep of diesel impacted groundwater recovery systems, which included weekly diesel recovery system operations and maintenance, monthly recovery system effluent sampling, routine monitoring of groundwater and light non-aqueous phase liquid (LNAPL) elevations.
  - CN Hornpayne Yard
    Conducted biannual groundwater sampling for petroleum hydrocarbon impacts; monitored groundwater elevations and LNAPL thicknesses, conducted rising head and bail down tests; collected surface water samples from storm/surface water areas of concern.
  - CN Fort Frances Yard
    Conducted biannual groundwater sampling for petroleum hydrocarbon impacts; monitored groundwater elevations and LNAPL thicknesses, collected groundwater samples from residential areas of concern in the vicinity of the operating yard.

- CP White River Yard
  Conducted biannual groundwater sampling for petroleum hydrocarbon impacts; monitored groundwater elevations and LNAPL thicknesses.
- CP Schreiber Yard
  Conducted biannual groundwater sampling for petroleum hydrocarbon impacts; monitored groundwater elevations and LNAPL thicknesses.

Environmental Assessment

Prepared environmental assessments in accordance with the Ministry of Energy and Infrastructure (MEI) Class Environmental Assessment Process (EA) and Regulations for Building Construction and Renovation Projects at Provincial Properties in Ontario (2007 – 2009). Duties included interviews with federal, provincial and municipal authorities as well as other interested parties to allow for the identification of environmental, social, economic and cultural effects associated with all phases of the project. Mitigation plans and follow-up requirements were identified, as necessary.

SNC Lavalin Profac

- MNR Terrace Bay, ON
  Conducted a Category B Class EA for the removal of 3 buildings, 2 storage structures, 2 underground storage tanks and fuel pump island.
- MNR Shebandowan Fire Attack Base, ON
  Conducted a Category B Class EA for the demolition of three (3) buildings at the former MNR Fire Attack Base in Shebandowan, ON. Included an inventory and sampling program for designated substances and hazardous building materials including lead, asbestos, mercury and PCBs.
- 18 Bay Garage, Thunder Bay, ON
  Conducted a Category B Class EA for the demolition of an 18 bay garage at the Ministry of Transportation yard in Thunder Bay, ON.

CB Richard Ellis

- Wabigoon Fire Base, Dryden, ON
  Conducted a Category B Class EA
- Camp 19, Lac Seul, ON

Ministry of Culture and Tourism, Cold Storage Building Construction (2013)

Remediation

- **Historical File Reviews, Small Scale Sites, Port Hope Area Initiative – PWGSC (2013)**
  As a Historical File Review Consultant for the Port Hope Area Initiative, the scope of work included the review of all historical files for approximately 600 small scale sites in the Port Hope area and the preparation of a Work Plan for each site. Following the completion of the Historical File Reviews, all site will be re-surveyed to determine the presence/absence of low level radioactive waste (LLRW), followed by remediation and disposal of all wastes a Long Term Waste Management Facility. Responsibilities included reviewing historical files and the preparation of Work Plans.

Todd Williamson

ENVIRONMENTAL TECHNICIAN

PROFILE	Mr. Williamson has over 13 years of experience in the fields of environmental assessment and remediation. As an Environmental Technician, Mr. Williamson is responsible for many different types of environmental fieldwork, including environmental officer for multiple hydro transmission projects, completion of GPS surveys, total station surveys, and level surveying; Phase I, II and III Environmental Site Assessments, Designated Substance Surveys, long-term groundwater, surface water and sediment sampling; remedial activities including soil sampling, the interpreting and analyzing of data, reporting results from various projects, field inspections, supervision of soil remediation at various sites, and the monitoring and sampling of both surface and groundwater from various landfills and rail yards throughout Northwestern Ontario. Mr. Williamson is based out of KGS Group's office in Thunder Bay, Ontario.
EDUCATION	• **Environmental Technician**, Confederation College (2007) • **Pre-Technology**, Confederation College (2003)
EMPLOYMENT HISTORY	• **Environmental Technician**, KGS Group (2007 – Present)

PROJECT EXPERIENCE

Phase I Environmental Site Assessments

- **109 King Street, Dryden, Ontario**
  Conducted a Phase I Environmental Site Assessment for a commercial building on 109 King Street in Dryden Ontario, prior to the sale of property. Responsible for the completion of background/historical records review, site assessment and interviews and assisted with data evaluation and reporting.
- **20 Acres of Greenfield Property - Red Lake, Ontario**
  Conducted a Phase I Environmental Site Assessment for a parcel of land on Highway 105 in Red Lake, Ontario. The Phase I ESA was conducted to establish the environmental condition of the property, prior to development of the land. Responsible for the completion of background/historical records review, site assessment and interviews, data evaluation and assisted with report preparation.
- **Phase 1 ESA - 1539 Pembroke Road - Oakville, Ontario - PWGSC**
  Conducted a Phase I Environmental Site Assessment for Public Works and Government Services Canada on a parcel of land located in Oakville, Ontario to establish the environmental condition of the property.

Todd Williamson
ENVIRONMENTAL TECHNICIAN

Responsibilities included completion of background/historical records review, site assessment and interviews, data evaluation and assisted with report preparation.

Phase II/III Environmental Site Assessments

- **Cummins Eastern Canada Phase II ESA – Cummins Eastern Canada**
  Conducted a Phase II Environmental Site Assessment at the Thunder Bay Cummins Diesel site which included the supervision and stratigraphic logging of 13 test holes, on-site field screening of soil samples, collecting soil samples for laboratory analysis of target parameters; supervising installation of 9 groundwater monitoring wells, development of groundwater wells and sampling of wells, including conducting on-site field chemistry analysis. Assisted with data analysis and reporting.
- **Phase II ESA - Various Canadian National Properties, Algoma Central Railway section - Northwestern Ontario – Canadian National Railway**
  Conducted Phase II Environmental Site Assessments (ESAs) for six (6) Canadian National sites located in Northwestern Ontario in accordance with CSA Z769-00. The Phase II ESAs included the advancement of boreholes and the installation of groundwater monitoring wells, collection of soil and groundwater samples for various Contaminants of Potential Concern (COPC) including metals, petroleum hydrocarbons (PHCs) and polycyclic aromatic hydrocarbons (PAHs). Duties included assisting with the supervision of drilling activities and monitoring well installation, on-site soil screening, visual and olfactory inspection of soil/groundwater samples and the collection of soil/groundwater samples for laboratory analysis. Assisted with data evaluation and reporting.
- **Burlington Lift Station, Ontario – PWGSC**
  Conducted a Phase II Environmental Site Assessment at the Burlington Lift Station in Ontario. Responsibilities included supervision and stratigraphic logging of five test holes, supervising the installation of one groundwater monitoring well, completion of a total station topographic survey, soil sampling and monitoring and sampling the groundwater well for hydrocarbons, on-site screening of soil and groundwater samples, assisted with data evaluation and reporting.
- **Hawk Junction, Ontario – Canadian National Railway**
  Conducted a Phase II Environmental Site Assessment at the CN Hawk Junction Yard in Ontario. Provided site supervision during the installation of groundwater monitoring wells, completed the GPS survey; conducted soil sampling, and the monitoring and sampling of groundwater/surface water from all on-site monitoring wells and surface water sampling locations. Also assisted with data assessment and reporting.
- **Phase II/III Environmental Site Assessments, Various Federal Properties - PWGSC**
  Conducted Phase II/IIIESAs at various Federal properties in Ontario in accordance with CSA Z769-00. Phase II/III ESA responsibilities included supervising the installation of groundwater monitoring wells, and performing low flowing sampling of groundwater for various COPC including metals, PHCs, PAHs and PCBs. Duties also included supervision of drilling activities and monitoring well installation, on-site soil screening, visual and olfactory inspection of soil/groundwater samples and collection of soil/groundwater sampling. Sites investigated included:
  - Phase II ESA – 45 Prince Street, Sioux Lookout Ontario – 2010
  - Supplemental Phase III ESA – Saugeen River Range Rear Lighthouse, Southampton Ontario – 2010
  - Phase II ESA – Burlington Lift Bridge – Burlington Ontario – 2011
- **Phase II Environmental Site Assessment and Risk Assessment – O.Reg 153/04 – Kingston Dry Dock, Kingston Ontario - PWGSC**

Todd Williamson
ENVIRONMENTAL TECHNICIAN

Assisted with the completion of a Phase II ESA and Site Specific Risk Assessment following O.Reg 153/04 procedures for the Kingston Dry Dock site. Duties included the supervision of drilling activities for the advancement of boreholes and the installation of over 30 groundwater wells, logging soil stratigraphy, on-site soil screening, visual and olfactory inspection of soil/groundwater samples, collection of soil samples, low flow sampling of groundwater for various Contaminants of Potential Concern (COPC) including metals, petroleum hydrocarbons (PHCs), polycyclic aromatic hydrocarbons (PAHs) and polychlorinated biphenyls (PCBs), and completion of a GPS topographic site survey.

Site Investigation / Remedial Activities

- **Environmental Officer - Bipole III Transmission Line Project – Manitoba Hydro**
  Conducted environmental monitoring in conjunction with Oodanooketoh Inc. on Manitoba Hydro Bipole III Sections C1/C2 and N1 on behalf of the contractor (Rokstad Power) for construction of a new HVDV transmission line. Responsible for pre-project employee environmental orientations, ensured contractor compliance to all aspects of the Manitoba Hydro Construction Environmental Protection Plan and the contractor's Environmental Protection Program. This also ensured compliance with the Environment Act License, the Manitoba Hydro Project Environmental Impact Statement, Manitoba Hydro's Cultural and Heritage Resource Protection Plan, Annual Harvest Plan, Biosecurity Policy, Access Management Plan, and all applicable Acts, regulations, standards, guidelines, permits and other requirements. Provided information and advice to the construction contractor on environmental protection matters, responsible for the implementation of the emergency response and hazardous materials plans, identified and delineated environmentally sensitive sites and liaised with the Manitoba Hydro Environmental Inspector. On-site monitoring included ensuring environmentally sensitive sites are marked (signed), assessing mitigation measures designed to minimize soil compaction and rutting, enforcement of cleaning/disinfecting protocols to ensure agricultural biosecurity, and inspection of sediment and erosion control measures.
- **Environmental Officer - Lake Winnipeg East System Improvement Transmission Project, North Side of O'Hanley River to South Side of Duncan Creek – Manitoba Hydro**
  Conducted environmental monitoring in conjunction with Oodanooketoh Inc. and Manitoba Hydro for the construction of a hydro transmission line in eastern Manitoba. Responsible for the contractor's adherence to the Manitoba Hydro Construction Environmental Protection Plan, implemented pre-project employee environmental orientation and assisted Manitoba Hydro marking out all environmentally sensitive areas. Attended daily job planning meetings that informed the contractor's staff of environmental precautions, attended weekly progress meetings and completed daily inspections of contractor worksites. As an Environment Officer, he was responsible for overseeing all construction activities, monitoring for soil compaction, vegetation clearing buffers, erosion protection measures and remediation, spill response/clean-up and delineation, remediation and reporting of all incidents.
- **Wabigoon River Biota Assessment – Wabigoon Lake Ojibway Nation**
  Worked with Wabigoon Lake Ojibway Nation to collect, process and store large-bodied fish tissue samples along the Wabigoon River. Field protocols and procedures included the use of gill nets, electrofishing and angling for species collection. The fork length, weight, sex/maturity and aging structures of all fish were recorded prior to tissue sample collection. Quality Control measures were implemented to ensure no cross contamination occurred between fish samples.
- **Loader Incident – Wabigoon lake Ojibway Nation**
  Conducted the initial assessment, ice sampling thickness, and the collection of surface water samples from Dinorwic Lake where a Front End Loader broke through the ice. Sediment and soil sampling was completed

following the retrieval of the Front End Loader. Installed erosion and sediment control to re-vegetate the shoreline where the loader was pulled out of the lake.

- **Boom/River Monitoring Program, CN Hornepayne Yard, Hornepayne, ON – CN**
  Conducted biweekly inspections to maintain and adjust floating river booms and turbidity curtains and to change out floating absorbent pads and socks as required, ensuring the containment of deleterious substances within the boomed areas. Coordinating subcontractors and completing waste manifests for the removal of disposal of spent pads and socks.
- **Rail Yard Quarterly Inspection Program, Various Properties, Ontario – CN**
  Coordinated and completed field inspections of various railway yards and properties throughout Northwestern Ontario. Completed fuel tank and HAZMAT area inspections and inventories and compiled status reports for CN personnel.
- **Site Supervision - Various Federal Properties - PWGSC**
  Responsible for site and contractor supervision during soil remediation activities and collection of confirmatory soil samples for laboratory analysis of target parameters including PHCs, and metals to determine the extents of impacts. Assisted with the completion of site closure reports documenting all aspects of soil remediation activities. Sites investigated included:
  - Soil Remediation – Saugeen River Range Rear Lighthouse, Township of Saugeen – 2010
  - Soil Remediation – McNab Point Navigational Aid, Township of Saugeen Ontario – 2010
  - Soil Remediation – Killarney East Light Station, Killarney ON – 2012
  - Soil Remediation – Killarney Northwest Light Station, Killarney ON – 2012
  - Soil Remediation – Gereaux Island Light Station, Gereaux Island – 2013
  - Soil Remediation – Griffith Island Light Station, Griffith Island – 2013
- **Site Supervision - Environment Canada Hydrometric Stations, Various Federal Properties - PWGSC**
  Member of the field team responsible for the demolition of Environment Canada Hydrometric Stations in various remote Northwestern Ontario communities. Duties included the collection of soil samples and delineation and remediation of mercury impacted soil. Sites investigated included:
  - Attawapiskat Hydrometric Station – 2010
  - Ekwan Hydrometric Station – 2010
  - Kenogami Hydrometric Station – 2010
  - Little Current Hydrometric Station – 2010

Groundwater / Surface Water Monitoring Assessments

Completed numerous groundwater/surface water monitoring assessment programs at various industrial/commercial, residential and municipal sites in Ontario as part of long-term remedial monitoring programs for various on-going projects. Responsibilities included monitoring groundwater elevations, general site inspection, measuring Light Non-Aqueous Phase Liquid in groundwater wells, performing field chemistry on groundwater and surface water samples, sampling of groundwater and surface water for various target parameters, groundwater modeling, volume estimation, data analysis and reporting.

- **Bowater Pulp and Paper Company Landfill**

Responsible for the completion of field activities related to the annual groundwater and surface water monitoring and sampling program, and monthly inspections, in Thunder Bay, Ontario.

- **Resolute Forest Products**
  Supervise monitoring well installation along with groundwater monitoring and sampling activities at the Thunder Bay Hogg Fuel location within the mill's property.
- **Oliver Paipoonge North Landfill**
  Responsible for the completion of groundwater and surface water monitoring and sampling activities.
- **Georgia Pacific, Mercury Landfill**
  Responsible for the completion of groundwater monitoring and sampling activities for the analysis of inorganics and mercury impacts at the landfill in Marathon, Ontario.
- **Tembec Inc, Marathon Landfill and Bark Pile**
  Groundwater and surface water monitoring and sampling activities for the analysis of various parameters.
- **Manitouwadge Landfill**
  Groundwater and surface water monitoring and sampling activities for the analysis of indicator and comprehensive parameters, survey surface water levels from a known monitoring well elevation, and contribution to the Annual Environmental Status Report provided to the Township of Manitouwadge, in Manitouwadge, Ontario.
- **Ignace Landfill**
  Groundwater and surface water monitoring and sampling activities for the analysis of indicator and comprehensive parameters, and contribution to the Annual Environmental Status Report provided to the Township of Ignace, in Ignace, Ontario.
- **Hornepayne Landfill and Transfer Station**
  Groundwater and surface water monitoring and sampling activities for the analysis of indicator and comprehensive parameters, and contribution to the Annual Environmental Status Report provided to the Township of Hornepayne, in Hornepayne, Ontario.
- **Quetico Centre Landfill**
  Supervision and field logging of an up gradient background monitoring well. Groundwater and surface water monitoring and sampling activities for the analysis of comprehensive parameters, and preparation of the report provided to the Ministry of Natural Resources.
- **Herron Bay Landfill**
  Groundwater and surface water monitoring and sampling. Preparation of the report provided to the Ministry of Natural Resources.
- **CN Nakina Yard**
  Groundwater monitoring and sampling for petroleum hydrocarbons, bail down tests, and well decommissioning. Also contributed to the annual report detailing all activities performed during the groundwater monitoring and sampling events.

Soil & Sediment Investigation / Remediation Activities

Completed several soil and sediment investigations at various industrial/commercial, residential and municipal sites in Ontario. Responsibilities included general site inspection, performing on-site field screening of soil and sediment samples, sampling of soil and sediment for various contaminants of potential concern, data analysis and reporting. Responsibilities for remediation projects also included supervision of monitoring well installation

and/or decommissioning in accordance with applicable federal and provincial regulations, confirmatory sampling, soil/groundwater volume estimation, data analysis and reporting.

CN Rail Former Derailment Sites

- **Tondern, Ontario – Canadian National Railway**
  Collected groundwater and surface water samples for laboratory analysis to assess the remedial efforts being implemented. Performed a monitoring program to assess the migration of contamination. Contribution to the final Environmental Status Report.
- **Fire River, Ontario – Canadian National Railway**
  Installation of four wells to determine the migration of a hydrocarbon plume. Collected groundwater and surface water samples for laboratory analysis to assess the remedial efforts being implemented. Performed a monitoring program to assess the migration of contamination. Contribution to the Environmental Status Report.

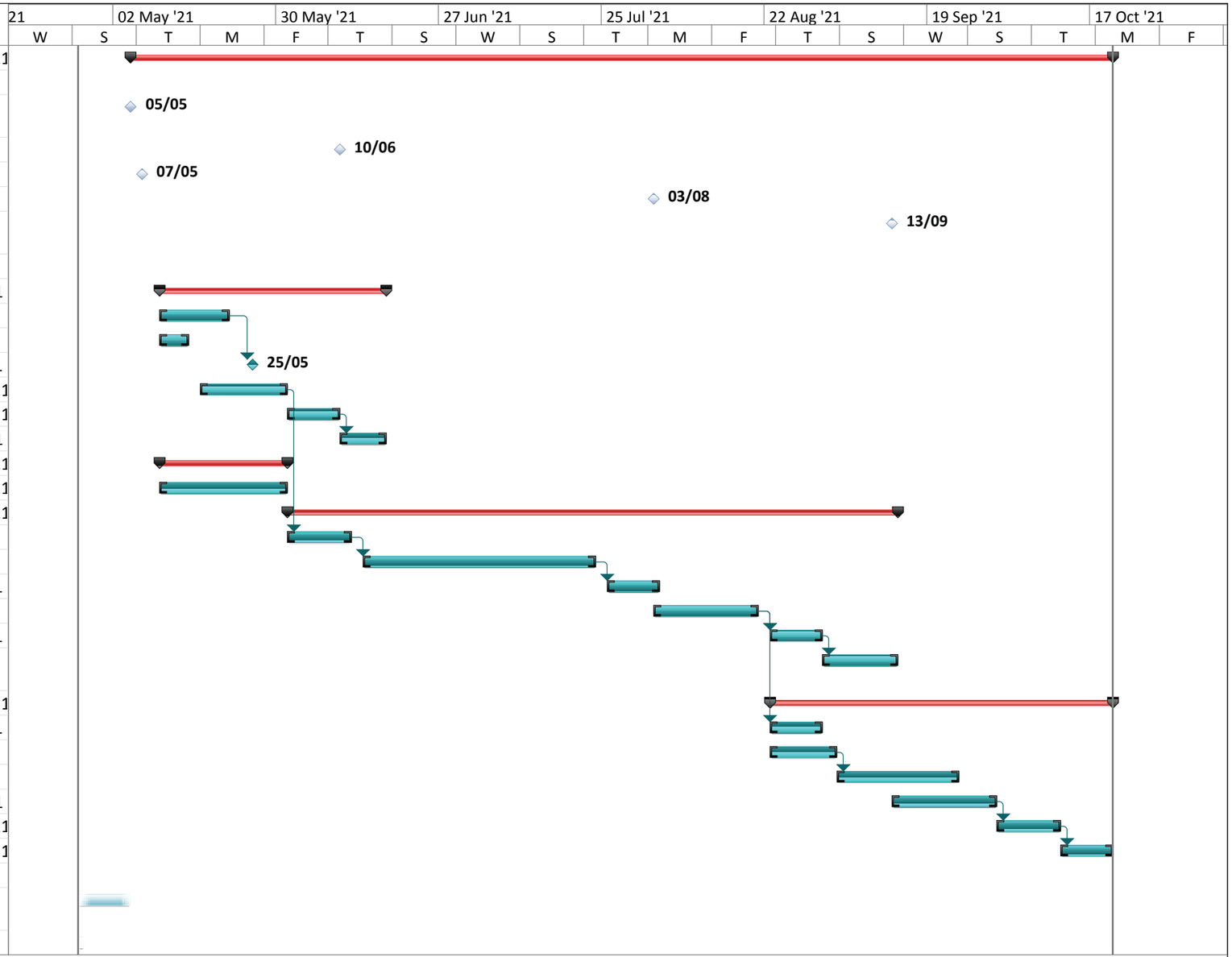
CN Rail Emergency Response

- **Auden, Ontario – Canadian National Railway**
  Assisted CN environmental personnel with emergency response, spill delineation, and site supervision of groundwater monitoring well installation and trenching at a diesel fuel spill. Collected groundwater samples from the installed monitoring wells and performed a GPS grade survey of the yard. Completed a site plan drawing from the survey data.
- **Train Derailment Site Remediation, CN Kashabowie Subdivision Train Derailment – Canadian National Railway**
  Conducted environmental monitoring services throughout the project including daily inspections, soil and terrain monitoring due to the proximity to a water body and reporting. Directed product recovery and activities at the site including the installation of erosion control measures at the site and completed a report summarizing the remedial activities at the site for the Ontario Ministry of Environment, Conservation and Parks.
- **Train Derailment Site Remediation, CN Allanwater Subdivision Train Derailment – Canadian National Railway**
  Conducted environmental monitoring services throughout the project including daily inspections, soil and terrain monitoring due to the proximity to a water body and reporting. Directed product recovery and activities at the site including the installation of erosion control measures at the site and completed a report summarizing the remedial activities at the site for the Ontario Ministry of Environment, Conservation and Parks.

APPENDIX C

Project Schedule

ID	Task Name	Duration	Start	Finish
1	**Project Management and Meetings**	121 days	Wed 05/05/21	Wed 20/10/21
2	Project Management			
3	Project Initiation and Meeting No. 1 - Kick Off Meeting		Wed 05/05/21	
4	Meeting No. 2 - Phase I ESA Review Meeting		Thu 10/06/21	
5	Meeting No. 3 - Pre Survey Meeting		Fri 07/05/21	
6	Meeting No. 3 - Phase 2 ESA Review Meeting		Tue 03/08/21	
7	Meeting No. 4 - Remedial Action Plan Review Meeting		Mon 13/09/21	
8	Meeting No. 4 - RSC Pre Submission Meeting		TBDT	
9	**Phase I Environmental Site Assessment**	29 days	Mon 10/05/21	Thu 17/06/21
10	Background Data Collection and Review	10 days	Mon 10/05/21	Fri 21/05/21
11	Interviews	5 days	Mon 10/05/21	Fri 14/05/21
12	Site Visit	2 days	Mon 24/05/21	Tue 25/05/21
13	Phase I ESA Draft Report	11 days	Mon 17/05/21	Mon 31/05/21
14	Town of Fort Frances Draft Report Review	7 days	Tue 01/06/21	Wed 09/06/21
15	Phase I Environmental Site Assessment Final Report	6 days	Thu 10/06/21	Thu 17/06/21
16	**Survey**	16 days	Mon 10/05/21	Mon 31/05/21
17	Completion of Required Surveys	16 days	Mon 10/05/21	Mon 31/05/21
18	**Phase II Environmental Site Assessment**	75 days	Tue 01/06/21	Mon 13/09/21
19	Develop and Finalize Sampling and Analysis Plan	9 days	Tue 01/06/21	Fri 11/06/21
20	Field Investigation	30 days	Mon 14/06/21	Fri 23/07/21
21	Data Review and QA/QC	7 days	Mon 26/07/21	Tue 03/08/21
22	Phase II ESA Draft Reports	14 days	Tue 03/08/21	Fri 20/08/21
23	Town of Fort Frances Draft Report Review	7 days	Mon 23/08/21	Tue 31/08/21
24	Phase II Environmental Site Assessment Final Report	9 days	Wed 01/09/21	Mon 13/09/21
25	**Remedial Action Plan**	43 days	Mon 23/08/21	Wed 20/10/21
26	Data Gap Analysis	7 days	Mon 23/08/21	Tue 31/08/21
27	Remedial Options Analysis	9.5 days	Mon 23/08/21	Fri 03/09/21
28	Cost Estimates	15 days	Fri 03/09/21	Fri 24/09/21
29	Draft Remedial Action Plan Report	14 days	Mon 13/09/21	Thu 30/09/21
30	Town of Fort Frances Draft Report Review	7 days	Fri 01/10/21	Mon 11/10/21
31	Final Remedial Action Plan Report	7 days	Tue 12/10/21	Wed 20/10/21
32	**Record of Site Condition**			
33	Preparation of Record of Site Condition Submissions	7 days	TBDT	TBDT
34	Submission of Record of Site Conditions	1 day	TBDT	TBDT



Project: Schedule_Shelvin Phase 1
Date: Mon 26/04/21

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	
Split	External Tasks	Inactive Summary	Manual Summary	Progress	
Milestone	External Milestone	Manual Task	Start-only		
Summary	Inactive Task	Duration-only	Finish-only		

APPENDIX D

Form of Agreement

ENGINEERING SERVICES AGREEMENT

dated as of the day of 2021.

by and between:

TOWN OF FORT FRANCES
hereinafter called the "Client".

and:

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

AGREEMENT

The Client and KGS Group agree as follows:

A1 THE SERVICES

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

21-000-0573 – Phase I / II ESA - Former Shevlin Wood Yard

A2 AGREEMENT AND AMENDMENTS

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

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

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

A3 AGREEMENT DOCUMENTS

A3.1 The documents listed below form part of and are incorporated into this Agreement. In the event of any inconsistency or conflict between those documents, the order of priority in resolving such conflict or inconsistency will be as follows:
(a) Engineering Services Agreement;
(b) Schedule "B" – General Terms and Conditions; and
(c) Schedule "A" – Scope of Services.

A4 COMPENSATION AND PAYMENT TERMS

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

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

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

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

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

Signature

Print Name

Title

TOWN OF FORT FRANCES

Per:

Signature

Print Name

Title

SCHEDULE "A"

SCOPE OF SERVICES

KGS Group Proposal 21-000-0573 – Phase I / II ESA - Former Shevlin Wood Yard, dated April 26, 2021.

(attached)

SCHEDULE B – GENERAL TERMS AND CONDITIONS

GC1. DEFINITIONS

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

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

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

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

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

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

GC2. TERM

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

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

GC3. OBLIGATIONS OF KGS GROUP

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

GC3.2 KGS Group will not be responsible for:

(a) the performance, acts or omissions of any contractors, subcontractors or suppliers;

(b) nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of contractors, subcontractors or suppliers; and

(c) safety precautions, programs, policies or procedures required in connection with the Work or for site safety at any location where Work is being performed.

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

(a) government authorities and public utilities; and

(b) manufacturers and suppliers of equipment, material or supplies.

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

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

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

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

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

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

(a) determining the feasibility or constructability of the information detailed within the Third-Party Documents; or

(b) verifying the accuracy or completeness of:

i. details such as dimensions and quantities; or

ii. instructions for installation or performance of equipment or systems;

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

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

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

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

GC4. OBLIGATIONS OF THE CLIENT

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

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

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

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

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

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

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

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

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

GC5. OWNERSHIP AND USE OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

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

(a) provide the Engineering Documents to third parties for purposes other than in connection with the Project;

(b) alter the Engineering Documents; or

(c) use the Engineering Documents on any other projects.

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

GC6. TERMINATION AND SUSPENSION

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

(a) the fees and disbursements of KGS Group that are incurred and unpaid up to the date of termination; and

(b) the expenses reasonably and necessarily incurred by KGS Group in winding down the Services.

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

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

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

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

GC7. FORCE MAJEURE

GC7.1 Neither party will be in default of this Agreement where the failure to perform an obligation is caused by or resulting from conditions or causes beyond its reasonable control. In such an event, each party will be allowed a reasonable period of time to fulfill its remaining obligations under this Agreement having regard to the applicable circumstances. Nothing herein will limit the obligation for any party to make any payment required by this Agreement.

GC8. LIMITATION OF LIABILITY

GC8.1 In this Section GC 8:

(a) "Client Claims" means any and all claims (which includes demands, losses, expenses, causes of action, liabilities and costs, including without limitation for all legal costs on a solicitor and own client basis) by the Client against any of the KGS Group Indemnified Parties, or third parties claiming contribution or indemnity from any of the KGS Group Indemnified Parties, that are related to or connected with this Agreement, including without limitation the performance of or failure to perform the Services, whether such claims arise in contract, tort (including without limitation negligence) or under any other cause of action, and "Client Claim" means any one of them;

(b) "KGS Claims" means any and all claims (which includes demands, losses, expenses, causes of action, liabilities and costs, including without limitation for all legal costs on a solicitor and own client basis) by KGS Group against the Client that are related to or connected with this Agreement, whether such claims arise in contract, tort (including without limitation negligence) or under any other cause of action, and "KGS Claim" means any one of them;

(c) "KGS Group Indemnified Parties" means KGS Group including, KGS Group's principals, officers, directors, employees, independent contractors, agents, representatives, subconsultants and/or subcontractors;

(d) "Liability Limit" means (i) the total fees paid by the Client to KGS Group under this Agreement, or (ii) $200,000, whichever is greater.

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

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

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

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

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

GC9. GENERAL LEGAL PROVISIONS

GC9.1 Neither party may assign this Agreement in whole or in part without the written consent of the other, which consent will not be unreasonably withheld.

GC9.2 No action or failure to act by the Client or KGS Group will constitute a waiver of a right or duty afforded or imposed under this Agreement, except as may be specified in writing.

GC9.3 This Agreement will be construed and governed by the laws of the province in which KGS Group has executed this Agreement. The parties attorn to the jurisdiction of the courts of that province.

GC9.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the remaining terms and provisions in this Agreement will remain in full force and effect.

GC9.5 This Agreement, any amendment or other document delivered in connection herewith, may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

APPENDIX E

Statutory Declaration

STATUTORY DECLARATION

In submitting this proposal, I/We, on behalf of Kontzamanis Graumann Smith MacMillan Inc.
Legal Name of Company
certify the following:

(a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

(b) With respect to the services being offered in this proposal, I/We and our proposed sub-contractors, acknowledge the responsibility to, and shall:

(i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.

(ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and

(iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.

(c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at Thunder Bay, ON this 26th day of April 2021.

Bryan Skrabek, M.Sc., P.Eng.
(Authorized signing agent for the Environmental Engineering Firm)

Regional Manager
(Title)

807-628-5409
(Telephone Number)

KGS GROUP

Experience in Action

TOWN OF FORT FRANCES

BY-LAW NO. xx ~ 21

(Being a by-law to authorize the entering into of a renewal lease agreement with Enterprise Rent-A-Car Canada Limited at the Fort Frances Municipal Airport)

WHEREAS in January 2006 Council approved entering into a lease agreement with Enterprise Rent-A-Car Canada Limited for counter space at the Fort Frances Municipal Airport.

AND WHEREAS on May 25, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee which recommended renewal for one year of said agreement from January 1, 2021 to December 31, 2021.

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

1. That the following lease renewal agreement, in the form attached hereto as Schedule “A” to this by-law be approved for the Mayor and Clerk to sign and fix the Corporate Seal thereto:

    a) Enterprise Rent-A-Car Canada Limited, (counter space) with term January 1, 2021 to December 31, 2021.

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 14th day of June, 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

THIS AGREEMENT made this 1st day of January, Two Thousand and Twenty One

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
(The "Town")

-And-

ENTERPRISE RENT-A-CAR CANADA LIMITED
(The "Tenant")

WHEREAS:

A. The Town and the Tenant hereinafter collectively referred to as the "Parties" entered into an agreement of lease (the "Lease") dated January 1, 2006 with respect to the property ("Demised Premises") described as: Counter space comprising of a total area of 3.3 square metres at the Fort Frances Airport.

B. The copy of the lease dated January 1, 2006, in each of the Parties possession forms Part of this Agreement as Schedule "A".

C. The term (the "Term") of this lease and subsequent renewals is due to expire and end December 31, 2020.

D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from January 1, 2021 to and including December 31, 2021 on substantially the same terms and conditions as set out in the Lease, save and excepting the additional clause E, as set out below.

E. The annual rental fee will be annually increased on renewal by the greater of the amounts calculated as follows:

    1) An amount equal to that produced by applying the Previous year's Ontario consumer price index to the previous year's annual rental fee;

    2) An amount calculated as 0.6 % over the previous year's annual rental fee

NOW THEREFORE the Parties agree as follows:

1. The Town agrees to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including January 1, 2021 to December 31, 2021.

2. The amount payable by the Tenant to the Town in respect of the Tenant's lease of the Demised Premises for the Term January 1, 2021 to December 31, 2021 shall be the sum of $1327.26, plus applicable taxes, which amount shall be payable by the Tenant to the Town upon the signing of this lease agreement.

3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

IN WITNESS WHERE OF the Parties have executed this Agreement.

For the Corporation of the Town of Fort Frances:

Per: _____
Mayor

Per: _____
Clerk

For Enterprise Rent-A-Car Canada Limited:

Witness:_____ Per: _____

"I have the authority to bind the corporation"

TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with Computational Hydraulics Inc.)

WHEREAS on May 25, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations and Facilities Executive Committee to approve a Geospatial Data Share agreement with the Computational Hydraulics Inc. to allow for usage of the Town's geospatial data.

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

1. That the license agreement with Computational Hydraulics Inc., in the form of Schedule "A" attached to this by-law be approved for the Mayor or 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 14th day of June 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 11 (Day) day of June (Month) 2021 (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
("The Town of Fort Frances")

- and -
Computational Hydraulics Inc.
("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. Licensed data: All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.

4. Maintenance: The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.

5. Reserved Rights: The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.

6. Copyright: Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. Warranty: The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

8. Data Delivery: Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).

9. Fees: The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

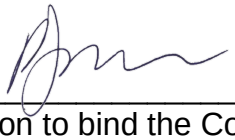
Town of Fort Frances

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

***Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

LICENSEE

By (Signature): 
I have the authorization to bind the Corporation
Position/Title: President and CEO
Name (Print): Rob James
Date: 2021.06.11

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

DATA LICENSE INFORMATION:

Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

storm sewer layers - mains, manholes, catchbasins, outfalls, inlets, culverts

roadway centrelines, property lines with addresses

aerial photography - 2007 & 2017, digital contour lines

zoning and official plan

requested at $0 - CHI is working for the Town on a storm water management project

Data Delivery Type:

___CD (mail) ___Digital transfer (email) ___hard copy (paper)

Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.

2021 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - $6.15; 11" X 17" - $12.20; 24" X 36" $30.60

2007 Digital Aerial Photography: $1223.85 (.ecw format only)

Shapefiles: $306.05 per infrastructure shapefile layer
$306.05 – base map (property lines and address numbers only)

*prices do not include applicable H.S.T.

TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with TBT Engineering)

WHEREAS on May 25, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations and Facilities Executive Committee to approve a Geospatial Data Share agreement with the TBT Engineering to allow for usage of the Town's geospatial data.

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

1. That the license agreement with TBT Engineering, in the form of Schedule "A" attached to this by-law be approved for the Mayor or 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 14th day of June 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 11 (Day) day of 06 (Month) 20 21 (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
("The Town of Fort Frances")

- and -

TBT Engineering Limited
("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. Licensed data: All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.

4. Maintenance: The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.

5. Reserved Rights: The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.

6. Copyright: Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. Warranty: The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

8. Data Delivery: Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).

9. Fees: The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

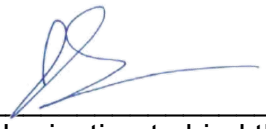
Town of Fort Frances

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

***Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

LICENSEE

By (Signature): 
I have the authorization to bind the Corporation
Position/Title: MANAGER - PROCUREMENT & BUSINESS DEVELOPMENT
Name (Print): Jeff Sampson
Date: June 11, 2021

By (Signature): _____
I have the authorization to bind the Corporation
Position/Title: _____
Name (Print): _____
Date: _____

DATA LICENSE INFORMATION:

Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

All of the above

data provided - property lines with addresses, street centrelines, storm sewer mains/manholes/catchbasins/ culverts/inlets/outfalls, digital contour lines, zoning, official plan, 2007 & 2017 aerial imagery (TL - 11/06/2021)

Data Delivery Type:

X CD (mail) X Digital transfer (email) ___hard copy (paper)

Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.

~~2021 Fee Schedule:~~

~~Hard Copy Maps: 8 ½" X 11" - $6.15; 11" X 17" - $12.20; 24" X 36" $30.60~~

~~2007 Digital Aerial Photography: $1223.85 (.ecw format only)~~

~~Shapefiles: $306.05 per infrastructure shapefile layer~~
~~$306.05 – base map (property lines and address numbers only)~~

~~*prices do not include applicable H.S.T.~~

TOWN OF FORT FRANCES

BY-LAW NO. xx / 21

(Being a by-law to approve an Agreement with Tom Jones Corporation awarded through the tender process)

WHEREAS on May 25, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the tender for Roof Replacement at the Memorial Sports Centre to Tom Jones Corporation (Tender No. 21-OF-06);

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

1. That pursuant to the award of tender 21-OF-06, the following agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 14th day of June 2021.

_____
J. Caul, Mayor

_____
E. Slomke, Clerk

SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this _____ day of _____ , 2021.

BETWEEN:

Tom Jones Corporation
(herein sometimes referred to as the “Tenderer” or the “Contractor")

- and -

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

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the “Parties”) undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:

   (a) To, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;

   (b) For the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.

2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. TheTown shall pay on

account thereof upon the approval of the Manager of Operations and Facilities (in the Tender Documents the Town Manager of Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.

5. If:

   (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed to the Tenderer or the Tenderer's business or any part thereof; or

   (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;

   (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

   The Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

   The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.

7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.

8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

   (a) delivered personally;

   (b) sent by prepaid courier service or mail; or

(c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue
FORT FRANCES, Ontario
P9A 3P9
Attention: Administrator

(ii) in case of the Contractor, as follows:

Tom Jones Corporation
560 Squier Place
Thunder Bay, ON

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

_____ _____

Witness to signature of Tenderer

If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

_____ _____

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

_____

Address of Witness:

_____

_____

Address of Contractor:

_____

_____

Phone Number of Witness:

_____

Phone Number of Contractor:

_____

Fax Number: _____

Cell Number: _____

The Corporation of the Town of Fort Frances

per:

_____

per:

_____

I/we have authority to bind the Town

RESOLUTION CONCERNING THE FORT-FALLS INTERNATIONAL BRIDGE FOR CONSIDERATION BY COUNCIL ON JUNE 14, 2021

WHEREAS:

1. The Fort Frances—International Falls International Bridge ["**International Bridge**"] is a critical economic and community link connecting the Town of Fort Frances, Ontario and the City of International Falls, Minnesota;

2. The International Bridge sees more than 800,000 vehicle crossings annually, including:

    a. tourists destined throughout Northwestern Ontario,

    b. local trips for employment, business, recreational, educational, medical, emergency response, and family reasons,

    c. commercial traffic serving the resource-based economy west of Thunder Bay, and

    d. the importing of goods used in the mining, agricultural, and forestry sectors;

3. The International Bridge has been privately owned by the operators of local paper mills since it was built in 1908, and is currently owned, through subsidiaries, by the Packaging Corporation of America and Resolute Forest Products ["**Resolute**"], which is required by the *Customs Act* to provide the Canada Border Services Agency with facilities on the Canadian side of the International Bridge;

4. In Ontario, tolls on international bridges are authorized by the provincial Minister of Transportation under the *Toll Bridges Act*, but the bridge owners have placed their toll collection on the Minnesota side;

5. These tolls have become a growing concern for the citizens of Fort Frances and the surrounding communities, and deter American locals and visitors from crossing into Canada to support local businesses;

6. The only other privately-owned toll bridge connecting Canada and the United States is the Ambassador Bridge between Detroit and Windsor, which is 7,500 feet in length and charges less per crossing;

7. A January 31, 2006 public meeting revealed that one span of the International Bridge had only 15 to 20 years left in its lifespan before it needed to be replaced, at a then-estimated cost of $8 million (USD);

8. Since 2006, it has been understood that high tolls were being charged by the bridge owners in order to rehabilitate the bridge in the 2020s, but Resolute now indicates that it wishes to divest itself from ownership, after collecting these high tolls for many years;

9. Council adopted resolutions in 2005 and 2006 calling on the Government of Canada and the Government of Ontario to acquire the International Bridge and make it a public asset without tolls, but those calls went unanswered;

10. The Town of Fort Frances and its neighbouring communities are concerned that new private ownership of the International Bridge will result in even higher tolls or that public access to the bridge will be compromised for safety or financial reasons;

11. Ontario's *Toll Bridges Act* permits the Government of Ontario to enter into agreements with any Canadian or foreign authority for "the joint financing, construction or operation of any international bridge or tunnel and for any matter incidental thereto", as reflected in the provincial and state governments' $30 million investment to replace the Rainy River—Baudette Bridge, which continues to operate without tolls;

12. Access to the International Bridge facilitates treaty obligations, including under the Jay Treaty of 1794, which allows Indigenous people from Canada to live and work freely in the United States, and allows access to traditional territories in northern Minnesota; and

13. The Town of Fort Frances' strategic plan recognizes that the community is in a period of economic transition, with a renewed focus on tourism, forestry, and mining sectors, and that its prosperity requires improved border access and transportation links;

THEREFORE IT IS RESOLVED that Council of the Town of Fort Frances:

14. Calls on the Government of Canada and the Government of Ontario:

    a. to immediately intervene in the sale of the International Bridge and make all necessary efforts to acquire the International Bridge with their American counterparts, operate it as a public asset, and remove tolls, and

    b. to meet with Council and administration of the municipality to brief it on their efforts and plans to protect this vital economic and community link;

15. Directs that a copy of this resolution be sent to:

    a. Marcus Powlowski, MP (Thunder Bay—Rainy River),

    b. Eric Melillo, MP (Kenora),

    c. The Hon. Greg Rickford, MPP (Kenora—Rainy River),

    d. Sol Mamakwa, MPP (Kiiwetinoong),

    e. Judith Monteith-Farrell, MPP (Thunder Bay—Atikokan),

    f. The Hon. Doug Ford, Premier of Ontario,

    g. The Hon. Caroline Mulroney, Minister of Transportation (Ontario),

    h. The Hon. Omar Alghabra, Minister of Transport (Canada), and

    i. The Hon. Bill Blair, Minister of Public Safety;

16. Directs that a copy of this resolution be forwarded to the below governments, organizations, and stakeholders, with a covering letter requesting that they issue a supporting resolution or letter to the individuals listed in the previous paragraph:

    a. All municipal councils and First Nation councils located in the Rainy River and Kenora districts,

    b. The district municipal associations for the Rainy River and Kenora districts and the Northwestern Ontario Municipal Association,

    c. All chambers of commerce serving the Rainy River and Kenora districts,

    d. Grand Council Treaty #3,

    e. The Sunset Country Métis Community, and

    f. The Sunset Country Travel Association; and

17. Directs that a copy of this resolution be forwarded to the Mayor and Council of the City of International Falls and the Mayor and Council of the City of Ranier, with a covering letter requesting that they adopt a similar resolution and bring both resolutions to the attention of their state and federal officials and representatives.

Community Services

Legislative Services

June 1, 2021
File #120203
Sent via email: premier@ontario.ca

The Honourable Doug Ford, Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Honourable and Dear Sir:

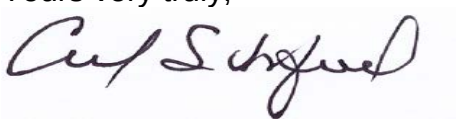
Re: Support of the Corporation of the Town of Perth's Resolution - Provincial Hospital Funding of Major Capital Equipment

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 received and supported correspondence from the Corporation of the Town of Perth dated April 30, 2021 requesting that further consideration be given to having the Province be financially responsible for the replacement costs associated with all major capital equipment in hospitals or alternatively assume full responsibility for funding local hospitals completely.

Attached please find a copy of the Corporation of the Town of Perth's correspondence dated April 30, 2021.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk
cschofield@forterie.ca
CS:dlk
Attach
c.c. Ontario Municipalities
AMO@amo.on.ca
John Fenik, Mayor of Perth adminclerk@perth.ca

D D

THE CORPORATION OF
THE TOWN OF PERTH
80 Gore Street East
Perth, Ontario K7H 1H9
Phone: (613) 267-3311
Fax: (613) 267-5635

April 30, 2021

Honourable Premier Doug Ford
Premier of Ontario
Legislative Building
Queens Park
Toronto, ON M7A 1A1

Dear Premier Ford:

Sent via Email: premier@ontario.ca

Re: Provincial Hospital Funding of Major Capital Equipment

The Town of Perth is requesting that further consideration be given to having the province be financially responsible for the replacement costs associated with all major capital equipment in hospitals, as municipalities across the province are facing major shortfalls in meeting their financial obligations. As set out in their asset management plans and cannot afford to directly absorb the financial responsibility for the replacement costs of the hospitals' major capital equipment without jeopardizing their financial sustainability.

As well, if the province is unwilling to assume the full responsibility for funding local hospitals completely, the Town of Perth requests that the province must develop a legislative framework as to how counties and municipalities should best address the financial shortfalls facing hospitals throughout Ontario, specifically the funding of major capital equipment;

Sincerely,

John Fenik

John Fenik
Mayor of Perth

cc: Ontario Municipalities
AMO – amo@amo.on.ca

Received by
MAY 31, 2021
COUNCIL

Aged to Perfection!

Township of The Archipelago
9 James Street, Parry Sound ON P2A 1T4
Tel: 705-746-4243/Fax: 705-746-7301
www.thearchipelago.on.ca

May 21, 2021

21-092

Moved by Councillor Emery
Seconded by Councillor Sheard

RE: Bill 228 - Banning unencapsulated Polystyrene Foam

WHEREAS unencapsulated expanded and extruded polystyrene foam (PS foam) is a common and economical product used for dock flotation; and

WHEREAS unencapsulated PS foam, when used as floatation, deteriorates and breaks down through exposure to water, sunlight and chemicals (gasoline, oil & other contaminants), as well as from animals and physical impacts from boats and other debris; and

WHEREAS the environmental impacts associated with the breakdown of unencapsulated PS foam are significant. PS foam is one of the top items of debris found on shorelines, beaches, and surface water around the world. Widespread and global contamination has resulted in PS foam being found in the gut contents of wildlife, including in the Great Lakes - St. Lawrence River Basin. PS foam causes adverse effects to wildlife when ingested. Laboratory experiments show negative impacts of PS foam on feeding behaviour, growth, hepatosomatic index (HSI), and reproduction. Under certain conditions, PS foam leaches known toxics styrene and benzene. Floating particles of PS foam also has aesthetic impacts on shorelines and waterways; and

AND WHEREAS there is no Federal legislation in Canada regulating the use of unencapsulated expanded polystyrene foam (EPS) for docks to date. However, on May 13, 2021, the Province of Ontario passed *Bill 228: Keeping Polystyrene Out of Ontario's Lakes and Rivers Act*, to regulate and control its use for floats; and

NOW THEREFORE BE IT RESOLVED that the Great Lakes and St. Lawrence Cities Initiative (Cities Initiative) recognizes the need for PS foam to be encapsulated when used for flotation; and

BE IT FURTHER RESOLVED that the Cities Initiative and its members call on the Federal Government of Canada (Ministries of Fisheries and the Environment) the Province of Ontario (Ministry of Natural Resources & Forestry, Ministry of Environment, Conservation & Parks), the Province of Quebec, The United States (U.S.) Federal Government, and the U.S. States of New York, Pennsylvania,

Ohio, Indiana, Michigan, Illinois, Wisconsin and Minnesota to work in collaboration with each other to enact laws which:

1. ban unencapsulated polystyrene (PS) products in all new and replacement public and private floating facilities across the Great Lakes Region and the coasts of Canada and the United Sates;
2. find common standards of defining encapsulation with the goal of zero emissions of PS foam;
3. require the timely transition to approved encapsulated PS products, for all public and private floating facilities currently using unencapsulated PS foam; and
4. require the proper disposal of all unencapsulated expanded polystyrene (EPS) products currently being used for dock flotation.

BE IT FINALLY RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to submit this resolution to the Great Lakes St. Lawrence Cities Initiative; and forward this resolution to all municipalities in the Great Lakes watershed and to Federal and Provincial Representatives.

Carried.

Township of The Archipelago
9 James Street, Parry Sound ON P2A 1T4
Tel: 705-746-4243/Fax: 705-746-7301
www.thearchipelago.on.ca

May 21, 2021

21-091

Moved by Councillor Andrews
Seconded by Councillor Manners

RE: Bill 279 – Environmental Protection Amendment Act (Microplastics Filters for Washing Machines), 2021

WHEREAS microfibers are human-made strands less than 5mm composed of either synthetic or natural materials. Microfibers are shed through the wear and tear of textiles through the laundering process;

WHEREAS billions of microfibers are released into the Great Lakes daily from machine laundering of clothes. Studies have found a single load of laundry can release up to millions of microfibers into washing machine effluent, which flows to the wastewater treatment plant. Wastewater treatment can capture up to 99% of microfibers in sewage sludge, but microfibers are still released into aquatic ecosystems through treated effluent. Billions of microfibers are released into the aquatic ecosystem daily in the Great Lakes basin, either directly via treated final effluent, or indirectly as runoff from land-application of treated sewage sludge; and

WHEREAS microfiber contamination is widespread: Worldwide and local studies have shown microfibers present in commercial fish, Great Lakes fish (including Lake Trout, Rainbow smelt, Brown bullhead, etc.), honey, salt, Great Lakes beer, tap water, bottled water and much more; and

WHEREAS microfibers are the most prevalent type of microplastics in the environment and have been found in surface water, soil, biota, and atmospheric samples; and

WHEREAS a 2014 surface water study in Lake Erie, Lake Ontario, and their tributaries measured micoplastics at abundances between 90,000 and 6.7 million particles per square kilometer. These levels of microplastics are similar to or exceed concentrations found in ocean gyres like the “Great Pacific Garbage Patch; and

WHEREAS microplastics do not biodegrade; and

WHEREAS chemicals such dyes and flame retardants are added to textiles during manufacturing. Textiles can also absorb chemicals from their environment after manufacturing. Some of these chemicals are toxic, and harmful chemical compounds can be released into the environment via leaching from microfibers; and

WHEREAS a growing body of research shows that the effects of microplastics on animal life are far-reaching. Researchers have investigated the impacts of microplastics on gene expression, individual cells, survival, and reproduction. Mounting evidence shows that negative impacts can include decreased feeding and growth, endocrine disruption,

decreased fertility, and other lethal and sub-lethal effects. Some of these effects are due to ingestion stress (physical blockage), but many of the risks to ecosystems are associated with the chemicals in the plastic. Studies have shown that chemicals transfer to fish when they consume microplastics. When these fish end up on our dinner plates, we potentially increase the burden of hazardous chemicals in our bodies; and

WHEREAS a recent set of laundering experiments in the laboratory; have shown that an external filter can capture an average of 87% of fibres by count and 80% by weight before they go down the drain (McIlwraith et al. 2019). On a wider scale and in real-life context, Georgian Bay Forever, the University of Toronto and the Town of Parry Sound are completing a study that is measuring the effect that about 100 filters in households has on reducing microfibre pollution in the effluent of a wastewater treatment plant. The results of this study are to be released in August; and

WHEREAS add-on filters cost approximately $180-220 CDN to purchase and install, which is prohibitive for the average household. Accordingly, voluntary adoption rates are low; and

WHEREAS France has passed legislation (France 2020-105, Article 79) that requires future washing machines sold to have filters. California has introduced a bill (California AB 622), and Ontario has tabled Private Member's Bill 279 to prohibit sales of washing machines without a filter of mesh size 100 microns or smaller. Companies such as Arclik have manufactured washing machines with filters built directly into them;

NOW THEREFORE BE IT RESOLVED that the Great Lakes St. Lawrence Cities Initiative (Cities Initiative) recognizes that to date the largest documented source of environmental microfibers is washing machines, and that findings indicate washing machine filters mitigate the majority of fibres shed during machine washing; and

BE IT FURTHER RESOLVED that the Cities Initiative recognizes the need to require future sales of washing machines to include filters with a maximum mesh size of 100 microns; and

BE IT FURTHER RESOLVED that the Cities Initiative and its members call on the Ontario government to pass Bill 279, and to call on the Canadian and U.S. government to create appropriate regulatory measures to the same effect; and

BE IT FURTHER RESOLVED that until households can only buy new laundry machines outfitted with <100 micron filters, the Cities Initiative and its members call on provincial, state and federal governments to provide funding and education to help constituents reduce microfiber waste.

BE IT FINALLY RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to submit this resolution to the Great Lakes St. Lawrence Cities Initiative; and forward this resolution to all municipalities in the Great Lakes watershed and to Federal and Provincial Representatives.

Carried.

Community Services

Legislative Services

June 1, 2021
File #120203

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Capital Gains Tax on Primary Residence

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

Whereas primary residences are currently exempt from a capital gains tax, and

Whereas currently secondary and additional non-primary properties are subject to capital gains, and

Whereas the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

Whereas smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

Whereas many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

Whereas a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

Whereas the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

…2

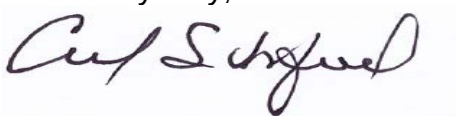
Now therefore be it resolved,

That: The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk
cschofield@forterie.ca
CS:dlk
c.c. All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities

FW: Rainy Lake Flooding Claims

FROM: RLFloodClaim (IAO) RLFloodClaim@ontario.ca
TO: Town <town@fortfrances.ca>; Lisa Slomke lslomke@fortfrances.ca
CC: Dokis, Melissa (IAO) Melissa.Dokis@ontario.ca
Att

Good morning,

I am following up on my February 25 letter to Mayor Caul and the Members of Council and the April 26 meeting we had with Council. Please note that the website for the Rainy Lake flooding claims - Ontario.ca/rainylakeflooding - will be available on Friday, June 4, 2021. As of today's date, information about the flooded lands for three of the Rainy Lake Reserves will be included on the interactive map that can be accessed via the webpage – Reserves 18C, 26B and 26C. We will endeavour to alert you when information for the other Reserves is posted.

If there are any questions, please feel free to contact us at RLFloodClaim@ontario.ca.

Lise Hansen | Sr. Negotiator
Ministry of Indigenous Affairs (IAO)
Negotiations, Negotiations and Reconciliation Division
160 Bloor Street East, Suite 400, Toronto, Ontario M7A 2E6
647.262.9941 | Lise.Hansen@ontario.ca
@IndigenousON | @AutochtonesON

Rideau Lakes

1439 County Road 8, Delta, ON K0E 1G0
T. 613.928.2251 | 1.800.928.2250 | F. 613.928.3097
rideaulakes.ca

At the Regular E-Meeting of the Council of The Corporation of the Township of Rideau Lakes held Monday, June 7, 2021, the following Resolution was passed:

RESOLUTION #68-2021

Moved By: Councillor Livingston
Seconded By: Deputy Mayor Maxwell

To pass a Resolution that;

WHEREAS at the Municipal Heritage Advisory Committee Meeting held May 20, 2021, Resolution #12-2021 was passed regarding cemetery funding;

AND WHEREAS Municipalities in Ontario have been made responsible for abandoned cemeteries within their boundaries, and are required by the *Funeral, Burial and Cremation Services Act, 2002* "to ensure that the cemetery grounds, including all lots, structures, and markers, are maintained to ensure the safety of the public and to preserve the dignity of the cemetery;

AND WHEREAS cemeteries are not only symbols of respect, preserving the memory of families, prominent citizens, and local history; some cemeteries are landmarks in themselves and hold great historical value worldwide;

AND WHEREAS preservation repairs to older cemeteries are very costly, requiring the specialized services of stonemasons and archeologists;

AND WHEREAS the care and maintenance funds of abandoned cemeteries are generally non-existent or so small as to produce insufficient annual interest to cover even the cost of lawn care at the site;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes hereby Urges the Government of Ontario to immediately provide funding sources for Municipalities for the ongoing maintenance and preservation repair of abandoned cemeteries in their care;

AND FURTHER that this Resolution be forwarded to the Bereavement Authority of Ontario, the Minister of Government and Consumer Affairs, the Rural Ontario Municipal Association (ROMA), and MPP Steve Clark.

Certified to be a true copy of the original
Date: *June 8, 2021*
Signature: ME Fulford
Title: *Clerk, The Corporation of the Township of Rideau Lakes*

Carried:
Signed: Arie Hoogenboom, Mayor

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: May 25, 2021 NO. 2021-137

MOVED BY Christine Shippam

SECONDED BY Sandy Cross

"That Dead-End Road delegations be received from parents, video, site www.durhamdeadendroadkids.ca and attached correspondence and;

Whereas Dead-End Road Kids (cul-de-sacs, private roads) busing is being moved from long-time residential pick-ups; percentages of 830,000 Ontario bused students impacted as Student Transportation Services (STS) citing buses shouldn't access private roads, do 3-point turns, or backups; kids are expected to walk 1-2 km twice daily (caregivers 4x) in the morning dark or narrow road shoulders, and with no "bus stop ahead" warning signage;

Whereas parents report employment/housing is at risk as they must leave work to drop off/pick up children to avoid safety hazards of kids walking on highways unsupervised; secondary school youth reporting education at risk as missing class/affecting grades; children with disabilities are not helped (e.g. double amputee who needs bus stop moved 160 ft. and parents were told it's their "responsibility to get kids to bus safely");

Whereas parents are being told busing policy is schoolboard's, but schoolboard say its STS, who say it is the Governance Committee of Ministry of Transportation, but Ministry of Education say it's "transportation consortia who administer the policy"; and trustee, governance say cannot change policies, so parents appealing to police, press and Councils with respect to the dangers; and that an oncoming car killed 12 year old Cormac and injured his sister while waiting at a newly relocated bus stop at the base of a hill, and;

Whereas STS have advised road improvements are the responsibility of municipalities, yet municipalities do not own the needed land, nor have millions of dollars to create 77m bus turnarounds, and;

Whereas Ontario Transportation Funding is $1 billion: Jan 27/20 Ministry said they'd improve student transportation, review funding formula; and given STS gets their funding by scoring well in reviews, and given Ministry establishing "Student Transportation Advisory Group" to hear STS sector expertise experience, and ideas;

Now Therefore Be it Resolved that the Corporation of the Municipality of Calvin requests;

1. Exceptions to allow 3-point turns or backing up where necessary, to provide safer service to dead-end and private road kids, that policies be amended to reflect; and when not possible,
2. Exceptions to allow indemnification agreements to access private land for bus turnarounds to keep bus stops safer and closer to prescribed 800m distance; and when not possible,

3. “Bus Stop Ahead” warning signage be required to notify oncoming traffic, prior to STS moving common stops to main roadway and,

4. STS be comprised of solutions like mini-buses, vans, taxis or public transit worked into funding formulas so that it does not negatively impact STS funding stats; and,

5. Kid Key Performance Indicator (KPI) be included for Ministry “Effectiveness & Efficiency Follow Up Reviews”, establishing benchmarks for responsive problem solving for kids & parents’ busing concerns, and that this be an STS factor to receive funding; and,

6. That the Province provide a “Parent Portal” for ongoing busing feedback of their STS, so families and kids can review/provide comments, especially during Ministry STS reviews and revisions to funding; and,

7. That the Province have GPS tracking software to notify parents when children picked up/dropped off, and;

That this Motion be distributed to Premier Doug Ford; Honourable Stephen Lecce, Minister of Education; Honourable Caroline Mulroney, Minister of Transportation; Honourable Vic Fedeli, MPP; Honourable Anthony Rota, MP; all Ontario Municipalities; Rural Ontario Municipal Association (ROMA); Ontario Good Roads Association (OGRA); and Association of Municipalities of Ontario (AMO).

CARRIED_____

DIVISION VOTE

NAME OF MEMBER OF COUNCIL	YEA	NAY
Coun Cross	__X____	_____
Coun Maxwell	__X____	_____
Coun Olmstead	__X____	_____
Coun Shippam	__X___	_____
Mayor Pennell	__X____	_____

TOWN OF FORT FRANCES

Committee of Adjustment

AGENDA - April 14, 2021 5:30 PM

MEETING - Held Virtually

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 807-701-5975,,927169571# Canada, Thunder Bay

Phone Conference ID: 927 169 571#

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			Page
1.	**Call to Order**		
2.	**Declarations, Municipal Conflict of Interest Act**		
3.	**Minutes of Previous Meetings**		
	3.1	March 17, 2021	2 - 3
4.	**Committee Applications**		
	4.1	A3-2021: Application for Minor Variance at 908 Kaitlyn Drive	4 - 14
	4.2	A4-2021: Application for Minor Variance at Island G669	15 - 27
	4.3	A5-2021: Application for Consent at 911-921 Keating Avenue	28 - 40
5.	**Information**		
	5.1	A1-2021 Minor Variance - Withdrawal of Application	41
6.	**Meeting Close**		

TOWN OF FORT FRANCES

MINUTES — COMMITTEE OF ADJUSTMENT — March 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 parkin 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

Date: April 14, 2021

Report To: Committee of Adjustment

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: A3-2021: 908 Kaitlyn Drive – Minor Variance Application

Application Purpose

An application for minor variance (File A3-2021) has been submitted by Joanna McQuarrie requesting a minor variance related to rear yard setback in the Residential Type One (R1) zone at 908 Kaitlyn Drive.

The application proposes the construction of a 16' by 20' addition at the rear (north side) of the dwelling. Section 4.4.2.c of the Zoning By-law requires a rear yard setback of 7.5m, whereas the application requests reduction in the rear yard requirements from 7.5m to 5.07m (2.43m reduction).

Property History

Information contained on file shows that the primary dwelling was constructed in 1999.

Official Plan

The property is designated as a **Living Area** which promotes a wide range of residential type developments.

Zoning By-Law 03/14

4.4 RESIDENTIAL TYPE ONE (R1) ZONE

No **person** shall within a Residential Type One (R1) **Zone**, **use** any land or **erect**, alter or **use** any **building** or **structure** except in accordance with the following:

4.4.1 Permitted Uses

a) single detached dwelling
b) home occupation
c) group home
d) community garden

4.4.2 Regulations for Permitted Uses

a) Minimum **Lot Area**	460 m²
b) Minimum **Lot Frontage**	15 m
c) Minimum Yard Requirements	
Front Yard	7.5 m
Interior Side Yard	1.5 m
Exterior Side Yard	3.0 m
Rear Yard	7.5 m
d) Maximum **Lot Coverage**	40%
e) Minimum **Landscaped Open Space**	20%
f) Maximum Height of Building	12 m
g) Minimum Floor Area	79 m²

Divisional Comments

Fort Frances Power Corporation: No concerns.
Fort Frances Fire Rescue: No concerns.
Fort Frances Public Works: No concerns.
Fort Frances Planning & Development: No concerns.

Sample Conditions

The Committee of Adjustment may wish to impose conditions on the minor variance including but not limited to the following:

- That the owner or applicant apply for a building permit within one year of approval of the application.

Summary/Recommendation:

Administration acts as an advisory body to the Committee of Adjustment. Comments received are provided in the form of recommendations to assist the Committee.

Section 45(1) of the Planning Act gives the authority of granting minor relief from the provisions of the Zoning By-law to the Committee of Adjustment. Such relief can only be granted if the Minor Variance passes four tests. If the Committee is not satisfied on all four tests, then the Minor Variance cannot be approved.

The four tests are:

1. The application maintains the general intent and purpose of the Town of Fort Frances Official Plan
2. The application maintains the intent of the zoning by-law;
3. The requested variance represents appropriate development of the land; and
4. The requested variance is minor.

Should the Committee of Adjustment find it appropriate to approve this application, the previously noted conditions have been recommended.

Respectfully submitted

Cody Vangel
Chief Building Official & Municipal Planner

FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

It is the responsibility of the owner or authorized agent to provide complete and accurate information. This form will not be accepted as an application until such time as all questions have been answered and all requirements have been met in the manner requested herein. Please read the following carefully:

FOR OFFICE USE ONLY	
FEE	FILE NO.
$324.50	A 3/2021
PAYMENT RECEIPT STAMP	
Receipt No. 539120	

PROPERTY INFORMATION	
Property Address	908 Kaitlyn Drive
Tax Roll No.	59 - 12 - 030 - 004 - 09874
Legal Description	PCL 33-1 SEC 48M368; LT 33 PL 48M368 MCIRVINE; FORT FRANCES
OWNER/APPLICANT INFORMATION	
Registered Owner(s)	Joanna McQuarrie & Travis Green
Application Contact	Joanna McQuarrie
Full Mailing Address	908 Kaitlyn Drive Fort Frances, ON P9A 3X4
Telephone	
Email	jmcquarrie9@hotmail.com
AGENT INFORMATION (if applicable)	
Company Name	
Application Contact	
Full Mailing Address	
Telephone	
Email	
Note – All communication will be sent to Application Contact unless otherwise requested	
MORTAGEEES, HOLDERS OF CHARGES OR OTHER ENCUMBRANCES	
Institution	Scotiabank
Contact/Reference	Michelle Friesen
Full Mailing Address	200 Portage Avenue Winnipeg, MB R3C R7
Telephone	204-934-2689
Email	michelle.friesen@scotiabank.com

1. Describe the nature and extent of relief applied for (indicate what the by-law requirement is, the relevant section of the by-law, and what you are proposing):

Section 4.4.2.c of Zoning by-law – to permit

The reduction of the required rear yard setback from 7.5m to 5.07m to permit the construction of an addition to the rear of dwelling.

Town of Fort Frances, Planning Department, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
Telephone: 807.274.5323 Ext. 1216 Fax: 807.274.8479 Email: cvangel@fortfrances.ca

FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

2. Why is it not possible to comply with the provisions of the by-law? (Provide an explanation of the circumstances that hinder or restrict your ability to comply)

With the current design to allow enough room to fit our furniture and growing family. Without any neighbouring homes behind the property we will not be close to anyone's house.

3. When did the current owner acquire the Property? October 2017

4. Provide the date of construction for all buildings and structures on the Property.

1999 - single family dwelling with attached garage

5. What is the existing use of the Property? Single family residential

6. How long has the existing use of the Property continued? Since 1999

7. What is the existing use of the abutting properties?

North	South	East	West
vacant land	Road & Single family residential	Single family residential	Single family residential

8. Dimensions of the Property:

Property Dimensions	Metric	Imperial
Frontage:	18.90m	62ft
Depth:	36.58m	120ft
Area:	691.2 m2	7440 ft2

Town of Fort Frances, Planning Department, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
Telephone: 807.274.5323 Ext. 1216 Fax: 807.274.8479 Email: cvangel@fortfrances.ca

FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

9. **Building/Structure Particulars**

Describe the particulars (in metric) of all buildings and/or structures existing and proposed for the Property.

Main Building:	**Existing**	**Proposed**
Ground Floor Area:	248.94 m2	278.6 m2
Width:	approx. 14m	same
Length:	20.7m	23.74m
# of Storeys:	single plus basement	same
Location of Building/Structure – Check geographic direction of Side Yard Setbacks		
Front Yard:	7.65m	same
Rear Yard:	8.11m	5.07m
North ☐ or East ☑ - Side Yard:	2.22m	same
South ☐ or West ☑ - Side Yard:	1.93m	same

Accessory Building:	**Existing**	**Proposed**	
Ground Floor Area:			
Width:			
Length:			
# of Storeys:			
Height:			
Distance to Main Building:			
Location of Building/Structure - Check geographic direction of Side Yard Setbacks			
Front Yard:			
Rear Yard:			
North ☐ or East ☐ - Side Yard:			
South ☐ or West ☐ - Side Yard:			

Note – Above information to match Site Plan

10. Check the appropriate box to Indicate connected or available services to the Property:

Source of Service:	**Municipal**	**Private**
Water	yes	
Sanitary Sewer	yes	
Storm Sewer	yes - on road	

Town of Fort Frances, Planning Department, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
Telephone: 807.274.5323 Ext. 1216 Fax: 807.274.8479 Email: cvangel@fortfrances.ca

FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

11. Check the appropriate box to indicate access to the Property:

Source of Access:	Yes	No
Municipal Road	yes	
Other Public Road		no
Water Access Only		no

12. What is the Official Plan designation of the Property? Living

13. What is the Zoning of the Property? Residential Type One (R1)

14. Has the Owner ever applied for a minor variance or permission regarding the Property?
Yes ☐ No ☑ If Yes, provide details, including file number, date, decision, etc.

15. Is the Property the subject of a current application for consent under section 53 of the Planning Act, 1990, as revised? Yes ☐ No ☑ If Yes, provide details, including file number, date, etc.

16. DECLARATION

I/We, Joanna M Quarrie Travis Green solemnly declare that all the statements contained in this application are true and make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the Town of Fort Frances, in the District of Rainy River this 25 day of March, 2021.

A Commissioner, etc.

Elizabeth Slomke, a Commissioner, etc., District of Rainy River, for the Corporation of the Town of Fort Frances.

(Signature of Owner or Agent)

(Signature of Owner or Agent)

Town of Fort Frances, Planning Department, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
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FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION
For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

OWNER'S AUTHORIZATION, ACKNOWLEDGMENT & CONSENT

(Must be signed by **each Owner** – print more copies as required)

I, Jannalie Quevens, am an Owner of the property known as 908 Kaitlyn Drive in the Town of Fort Frances, that is the subject of this Application, and hereby

Authorize Agent to Act (if applicable):

1. Authorize and instruct _____ to act as my Agent and make this application on my behalf.

Freedom of Information:

2. Acknowledge that the information collected in this application is collected under the authority of The Planning Act, R.S.O. 1990, Chapter P13, as amended to assist in the processing of the application and will become part of a public record and, for the purposes of the Freedom of Information and Protection of Privacy Act, authorize and consent to the use by or the disclosure to, any person or public body of any personal information.
3. Acknowledge that full copies of the application are provided to the members of the Committee of Adjustment and as a result, **any information contained in it** is made public.

Right to Enter Premises:

4. Authorize the members of the Committee of Adjustment and/or staff of The Town of Fort Frances as may be required, to enter upon the lands and premises identified in section 5 that are the subject of this application for the purpose of evaluating the merits of this application and for so doing, this shall be good and sufficient authority; and

Consent re Meeting:

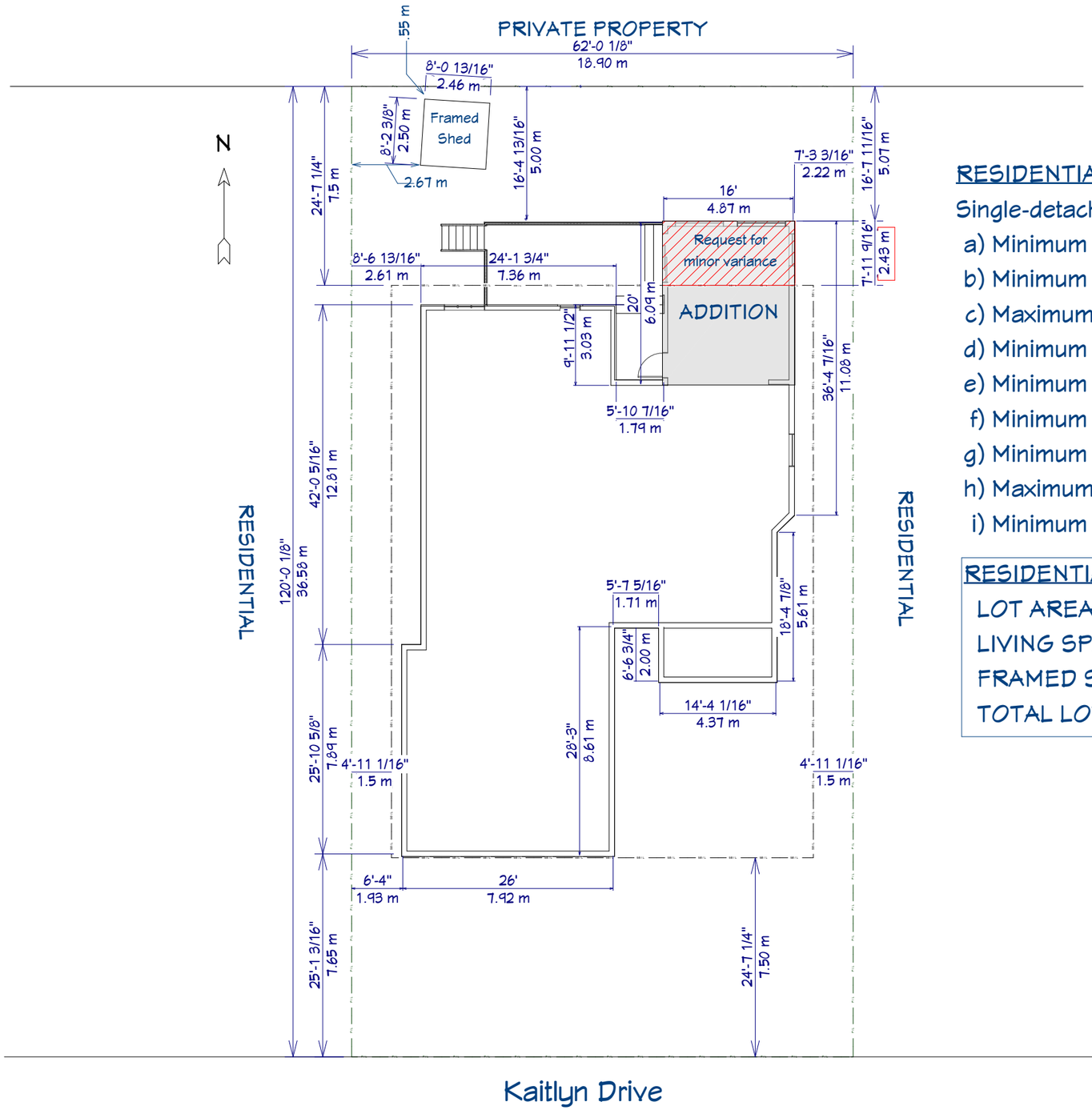
5. Consent to the application herein being considered at the next regular meeting of the Committee of Adjustment notwithstanding that section 45 of the Planning Act requires they be heard within thirty days after the secretary-treasurer receives the completed application.

_____
Owner Signature

March 25, 2021
Date

_____
Owner Signature

Town of Fort Frances, Planning Department, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
Telephone: 807.274.5323 Ext. 1216 Fax: 807.274.8479 Email: cvangel@fortfrances.ca



RESIDENTIAL 1 ZONE (R1) REGULATIONS - Fort Frances

Single-detached Dwelling

a) Minimum Lot Area	460 square metres
b) Minimum Lot Frontage	15.0 metres
c) Maximum Lot Coverage	40 percent
d) Minimum Front Yard	7.5 metres
e) Minimum Side Yard	1.5 metres
f) Minimum Exterior Side Yard	3.0 metres
g) Minimum Rear Yard	7.5 metres
h) Maximum Dwelling Height	12 metres
i) Minimum Floor Area	79 square metres

RESIDENTIAL SUMMARY

LOT AREA = 7,440 sq. ft. (691.2 sq. m.)
LIVING SPACE FLOOR AREA = 2766.8 sq. ft. (257.0 sq. m.)
FRAMED SHED = 66.2 sq. ft. (6.15 sq. m)
TOTAL LOT COVERAGE PERCENTAGE = 39%

DGM Design
Box 646, Emo
Ontario, P0W 1E0
cell: 807-276-3815
BCIN: 102602
email: dan.dgmdesign@gmail.com
Drawings provided by: Dan Mack BCIN 102062

Joanna McQuarrie (Travis Green)
Addition
908 Kaitlyn Drive
Fort Frances, Ontario

1': 15'-0"
SCALE

March 19 2021
DATE

Plot Plan
TITLE

A-2.0
SHEET NUMBER

1050
820
824
828
832
900
904
908
912
916
920
924
928
932
Kaitlyn Drive
Erin Crescent
817
821
825
829
833
901
905
909
913
1037
1017
1033
1015

AGENDA ITEM #9.1

Date: April 14, 2021

Report To: Committee of Adjustment

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: A4-2021: Island G669 – Minor Variance Application

Application Purpose

An application for minor variance (File A4-2021) has been submitted by Gabriel and Tara Carpenter requesting a minor variance related to accessory buildings proposed for the property and lot line setbacks for the main structure.

Section 3.2 of the Zoning By-Law requires that the accessory buildings cannot be constructed prior to the principle building, structure or use being in existence on the lot. The applicant is requesting relief from this provision to allow the construction of an outhouse and gazebo prior to constructing the main use as a cabin in the future.

Section 4.7.2.c of the Zoning By-Law also requires a 30m setback from the high water level for the main use (cabin). The applicants are requesting relief from the 30m setback to have it reduced to 20m.

Property History

Information contained on file does not indicate any prior building permits being issued. However, it is known that there is an existing shed on the property.

Official Plan

The property is designated as a **Living Area** which promotes a wide range of residential type developments including seasonal residential. The Official Plan also states the following regarding islands within the municipality:

a) The islands in Rainy Lake within the Town limits may be developed subject to the approval of adequate sewage disposal facilities by Northwestern Health Unit, pursuant to the requirements of Part 8 of the Ontario Building Code.
b) Development on islands will be linked to recreational and seasonal uses. No municipal services will be provided to islands. Prior to approving development on islands, the Town shall be satisfied that adequate mainland parking has been secured.

Zoning By-Law 03/14

YARD, FRONT
A **yard** extending across the full width of the **lot** between the **front lot line** and the nearest wall of any **building** or **structure** on the **lot** for which the yard is required. On islands where there is only one **lot**, all yards shall be considered as the **front yard**.

3.2 ACCESSORY BUILDINGS, STRUCTURES AND USES

Accessory **buildings** or **structures**, are permitted in any **yard**, in any **zone**, subject to the provisions of this By-law for the particular **zone** in which said **building**, **structure**, or **use** is located, provided the principle building, structure or use is already in existence on the lot[1], and provided that the accessory **building**, **structure** or **use**:

3.31 SETBACKS FROM NAVIGABLE AND NON-NAVIGABLE WATERCOURSES, HAZARD LAND AND MUNICIPAL SURFACE DRAINS

Notwithstanding any other provisions of this By-law, a **building** in any zone is required to be no closer than 15 metres from the top of the bank of any **watercourse**, or municipal drainage ditch permanent or intermittent, which may or may not be navigable. In the case of **hazard lands**, no part of any **building** shall be constructed closer than 15 metres to the nearest point of the area to which the hazardous condition is deemed to exist.

4.7 SEASONAL RESIDENTIAL (SR) ZONE

No **person** shall within a Seasonal Residential (SR) **Zone**, **use** any land or erect, alter or **use** any **building** or **structure** except in accordance with the following:

4.7.1 Permitted Uses

a) Single Detached Dwelling
b) Sleep Cabin
c) Home occupation[1]

4.7.2 Regulations for Permitted Use

a) Minimum **Lot Area**	1 ha
b) Maximum **Lot Coverage**	10%
c) Minimum **Front Yard** and **Exterior Side Yard**	30 metres from high water mark
d) Minimum **Interior Side Yard**	3 m
e) Minimum **Rear Yard**	8 m
f) Minimum Floor Area for a Dwelling	56 m²
g) Maximum **Height** for a Dwelling	12 m

Divisional Comments

Fort Frances Power Corporation: No comments received.
Fort Frances Fire Rescue: No concerns.
Fort Frances Public Works: No concerns.
Fort Frances Planning & Development: Ensure health unit approval for septic prior to constructing cabin as well for short-term outhouse.

Sample Conditions

The Committee of Adjustment may wish to impose conditions on the minor variance including but not limited to the following:

- That the owner/applicant apply for a building permit within an agreed upon duration of time upon approval of the application for construction of the cabin.
- That Northwestern Health Unit approval be obtained for sewage/septic prior to constructing the cabin.
- That a letter be obtained from the Northwestern Health Unit approving the proposed outhouse.

Summary/Recommendation:

Administration acts as an advisory body to the Committee of Adjustment. Comments received are provided in the form of recommendations to assist the Committee.

Section 45(1) of the Planning Act gives the authority of granting minor relief from the provisions of the Zoning By-law to the Committee of Adjustment. Such relief can only be granted if the Minor Variance passes four tests. If the Committee is not satisfied on all four tests, then the Minor Variance cannot be approved.

The four tests are:

1. The application maintains the general intent and purpose of the Town of Fort Frances Official Plan
2. The application maintains the intent of the zoning by-law;
3. The requested variance represents appropriate development of the land; and
4. The requested variance is minor.

Should the Committee of Adjustment find it appropriate to approve this application, the previously noted conditions have been recommended.

Respectfully submitted

Cody Vangel
Chief Building Official & Municipal Planner

FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

It is the responsibility of the owner or authorized agent to provide complete and accurate information. This form will not be accepted as an application until such time as all questions have been answered and all requirements have been met in the manner requested herein. Please read the following carefully:

FOR OFFICE USE ONLY	
FEE	FILE NO.
$324.50	A 4 /2021
PAYMENT RECEIPT STAMP	

PROPERTY INFORMATION	
Property Address	GILLIAN ISLAND (G669), RAINY LAKE, FORT FRANCES
Tax Roll No.	- 010 - 001 - 11200 - 0000
Legal Description	PCL 22649 SEC RAINY RIVER SURFACE RIGHTS; ISLAND G669; RAINY LAKE, S OF CNR, E OF TWP MCIRVINE; DIST. KR.
OWNER/APPLICANT INFORMATION	
Registered Owner(s)	GABRIEL JEFFREY CARPENTER, TARA LEE CARPENTER
Application Contact	GABE CARPENTER
Full Mailing Address	115 LYNDY PLACE SOUTH, FORT FRANCES, ON, P9A 3V4
Telephone	807-276-7073
Email	gabecarpenter76@gmail.com
AGENT INFORMATION (if applicable)	
Company Name	N/A
Application Contact	
Full Mailing Address	
Telephone	
Email	
Note – All communication will be sent to Application Contact unless otherwise requested	
MORTAGEEES, HOLDERS OF CHARGES OR OTHER ENCUMBRANCES	
Institution	N/A
Contact/Reference	
Full Mailing Address	
Telephone	
Email	

1. Describe the nature and extent of relief applied for (indicate what the by-law requirement is, the relevant section of the by-law, and what you are proposing):

Section _____ of Zoning by-law – to permit

BY-LAW REQUIRES:
(i) THAT THE MAIN BUILDING BE ERECTED BEFORE ACCESSORY BUILDINGS;
(ii) THAT THE MAIN BUILDING HAS A FRONT AND EXTERNAL SIDE YARD SETBACK OF 30m FROM THE WATER.

I AM PROPOSING:
(i) THAT AN OUTHOUSE AND GAZEBO BE ERECTED BEFORE THE MAIN BUILDING;
(ii) THAT THE MAIN BUILDING BE PERMITTED TO HAVE A 20m SETBACK AS OPPOSED TO 30m AS PER BY-LAW 4.7.2.C.

Town of Fort Frances, Planning Department, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
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FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

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2. Why is it not possible to comply with the provisions of the by-law? (Provide an explanation of the circumstances that hinder or restrict your ability to comply)

WE INTEND TO USE THE ISLAND FOR RECREATIONAL PURPOSES BEFORE AND DURING CONSTRUCTION OF THE MAIN BUILDING, SO ACCESS TO A TOILET WILL BE NECESSARY SINCE THERE ARE NO SUITABLE FACILITIES NEARBY.

THE OUTHOUSE DOES NOT REQUIRE APPROVAL OF A SEWAGE PERMIT APPLICATION, BUT THE MAIN BUILDING DOES. WE WOULD LIKE TO BEGIN CONSTRUCTION OF THE ACCESSORY BUILDINGS WHILE WE ARE WAITING FOR THE SOIL TO THAW ENOUGH TO CONDUCT THE TESTS THAT ARE NECESSARY FOR THE MAIN BUILDING'S SEWAGE PERMIT APPLICATION.

THE SIZE AND DIMENSIONS OF THE ISLAND, COMBINED WITH NATURAL FEATURES LIKE LARGE ROCKS, LIMIT THE OPTIONS FOR PLACEMENT OF THE MAIN BUILDING. THIS EXPLAINS OUR REQUEST FOR AN APPROVED SETBACK OF 20M.

3. When did the current owner acquire the Property?	JANUARY 22, 2021

4. Provide the date of construction for all buildings and structures on the Property.

THERE IS ONE EXISTING ACCESSORY BUILDING (A SHED). ITS DATE OF CONSTRUCTION IS NOT KNOWN.

5. What is the existing use of the Property?	RECREATIONAL

6. How long has the existing use of the Property continued?	NOT KNOWN

7. What is the existing use of the abutting properties?

North	South	East	West
N/A	N/A	N/A	N/A

8. Dimensions of the Property:

Property Dimensions	Metric	Imperial
Frontage:	≈ 80m	≈ 262'
Depth:	≈ 120m	≈ 394'
Area:	1 HECTARE	2.5 ACRES

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FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

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9. **Building/Structure Particulars**

Describe the particulars (in metric) of all buildings and/or structures existing and proposed for the Property.

Main Building:	**Existing**	**Proposed**
Ground Floor Area:		17.84 m^2
Width:		4.88m
Length:		3.65m
# of Storeys:		1 + LOFT
Location of Building/Structure – Check geographic direction of Side Yard Setbacks		
Front Yard:		20m
Rear Yard:		31m
North ☑ or East ☐ - Side Yard:		27m
South ☑ or West ☐ - Side Yard:		36m

Accessory Building:	**Existing**	**Proposed** OUTHOUSE	**Proposed** GAZEBO
Ground Floor Area:	13.38 m^2	1.86 m^2	8.92 m^2
Width:	3.65m	1.22m	3.65m
Length:	3.65m	1.52m	2.44m
# of Storeys:	1	1	1
Height:	2.44m	2.65m	2.59m
Distance to Main Building:	22m	74m	7m
Location of Building/Structure - Check geographic direction of Side Yard Setbacks			
Front Yard:	2m	22m	22m
Rear Yard:	28.5m	19.5m	41m
North ☐ or East ☑ - Side Yard:	10m	(NORTH) 29m	(NORTH) 18m
South ☐ or West ☑ - Side Yard:	50m	(SOUTH) 18m	(SOUTH) 34m

Note – Above information to match Site Plan

10. Check the appropriate box to Indicate connected or available services to the Property:

Source of Service:	**Municipal**	**Private**
Water	N/A	N/A
Sanitary Sewer	N/A	N/A
Storm Sewer	N/A	N/A

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FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

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11. Check the appropriate box to indicate access to the Property:

Source of Access:	Yes	No
Municipal Road		✓
Other Public Road		✓
Water Access Only	✓	

12. What is the Official Plan designation of the Property? LIVING

13. What is the Zoning of the Property? SEASONAL RESIDENTIAL

14. Has the Owner ever applied for a minor variance or permission regarding the Property?
Yes ☐ No ☑ If Yes, provide details, including file number, date, decision, etc.

15. Is the Property the subject of a current application for consent under section 53 of the Planning Act, 1990, as revised? Yes ☐ No ☑ If Yes, provide details, including file number, date, etc.

16. DECLARATION

I/We, GABRIEL & TARA CARPENTER solemnly declare that all the statements contained in this application are true and make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the Town of Fort Frances, in the District of Rainy River this 20th day of March, 2021.

Dianne Croxton, JD
A Commissioner, etc.

(Signature of Owner or Agent)

(Signature of Owner or Agent)

Town of Fort Frances, Planning Department, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
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FORTFRANCES BOUNDLESS

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION
For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

OWNER'S AUTHORIZATION, ACKNOWLEDGMENT & CONSENT

(Must be signed by **each Owner** – print more copies as required)

I, TARA CARPENTER, am an Owner of the property known as GILLIAN ISLAND. in the Town of Fort Frances, that is the subject of this Application, and hereby

Authorize Agent to Act (if applicable):

1. Authorize and instruct N/A to act as my Agent and make this application on my behalf.

Freedom of Information:

2. Acknowledge that the information collected in this application is collected under the authority of The Planning Act, R.S.O. 1990, Chapter P13, as amended to assist in the processing of the application and will become part of a public record and, for the purposes of the Freedom of Information and Protection of Privacy Act, authorize and consent to the use by or the disclosure to, any person or public body of any personal information.
3. Acknowledge that full copies of the application are provided to the members of the Committee of Adjustment and as a result, **any information contained in it** is made public.

Right to Enter Premises:

4. Authorize the members of the Committee of Adjustment and/or staff of The Town of Fort Frances as may be required, to enter upon the lands and premises identified in section 5 that are the subject of this application for the purpose of evaluating the merits of this application and for so doing, this shall be good and sufficient authority; and

Consent re Meeting:

5. Consent to the application herein being considered at the next regular meeting of the Committee of Adjustment notwithstanding that section 45 of the Planning Act requires they be heard within thirty days after the secretary-treasurer receives the completed application.

Tara Lee Carpenter
Owner Signature

March 26, 2021
Date

Owner Signature

Town of Fort Frances, Planning Department, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
Telephone: 807.274.5323 Ext. 1216 Fax: 807.274.8479 Email: cvangel@fortfrances.ca

FORTFRANCES BOUNDLESS

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For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

OWNER'S AUTHORIZATION, ACKNOWLEDGMENT & CONSENT

(Must be signed by **each Owner** – print more copies as required)

I, ~~GABRIEL CARPENTER~~, am an Owner of the property known as GILLIAN ISLAND. in the Town of Fort Frances, that is the subject of this Application, and hereby

Authorize Agent to Act (if applicable):

1. Authorize and instruct N/A to act as my Agent and make this application on my behalf.

Freedom of Information:

2. Acknowledge that the information collected in this application is collected under the authority of The Planning Act, R.S.O. 1990, Chapter P13, as amended to assist in the processing of the application and will become part of a public record and, for the purposes of the Freedom of Information and Protection of Privacy Act, authorize and consent to the use by or the disclosure to, any person or public body of any personal information.
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Right to Enter Premises:

4. Authorize the members of the Committee of Adjustment and/or staff of The Town of Fort Frances as may be required, to enter upon the lands and premises identified in section 5 that are the subject of this application for the purpose of evaluating the merits of this application and for so doing, this shall be good and sufficient authority; and

Consent re Meeting:

5. Consent to the application herein being considered at the next regular meeting of the Committee of Adjustment notwithstanding that section 45 of the Planning Act requires they be heard within thirty days after the secretary-treasurer receives the completed application.

March 26/21
Date

Owner Signature

Owner Signature

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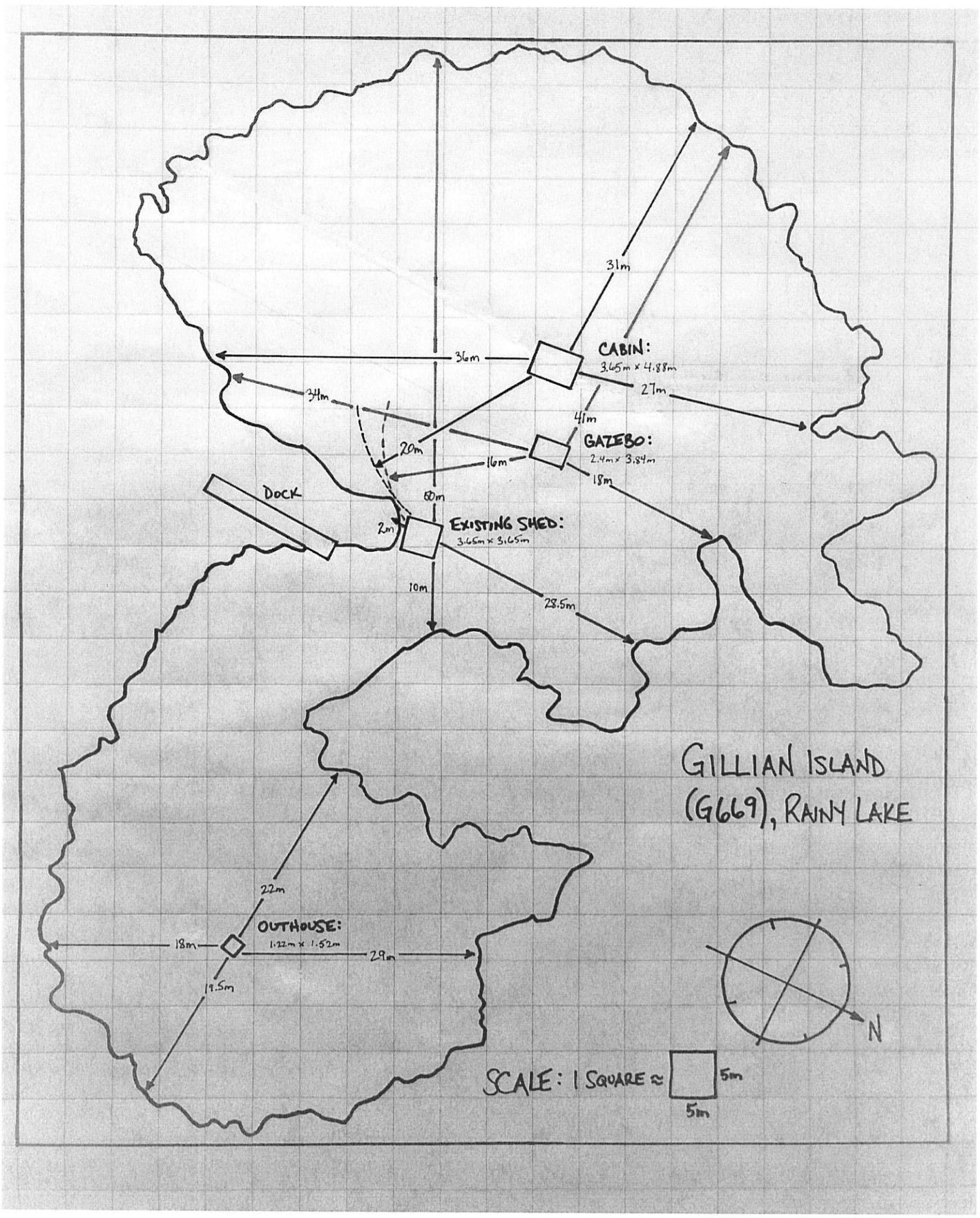
Telephone: 807.274.5323 Ext. 1216 Fax: 807.274.8479 Email: cvangel@fortfrances.ca


GILLIAN ISLAND
(G669), RAINY LAKE
CABIN:
3.65m x 4.88m
GAZEBO:
2.4m x 3.84m
EXISTING SHED:
3.65m x 3.65m
OUTHOUSE:
1.22m x 1.52m
DOCK
31m
36m
34m
27m
41m
20m
16m
18m
60m
2m
10m
28.5m
22m
18m
29m
19.5m
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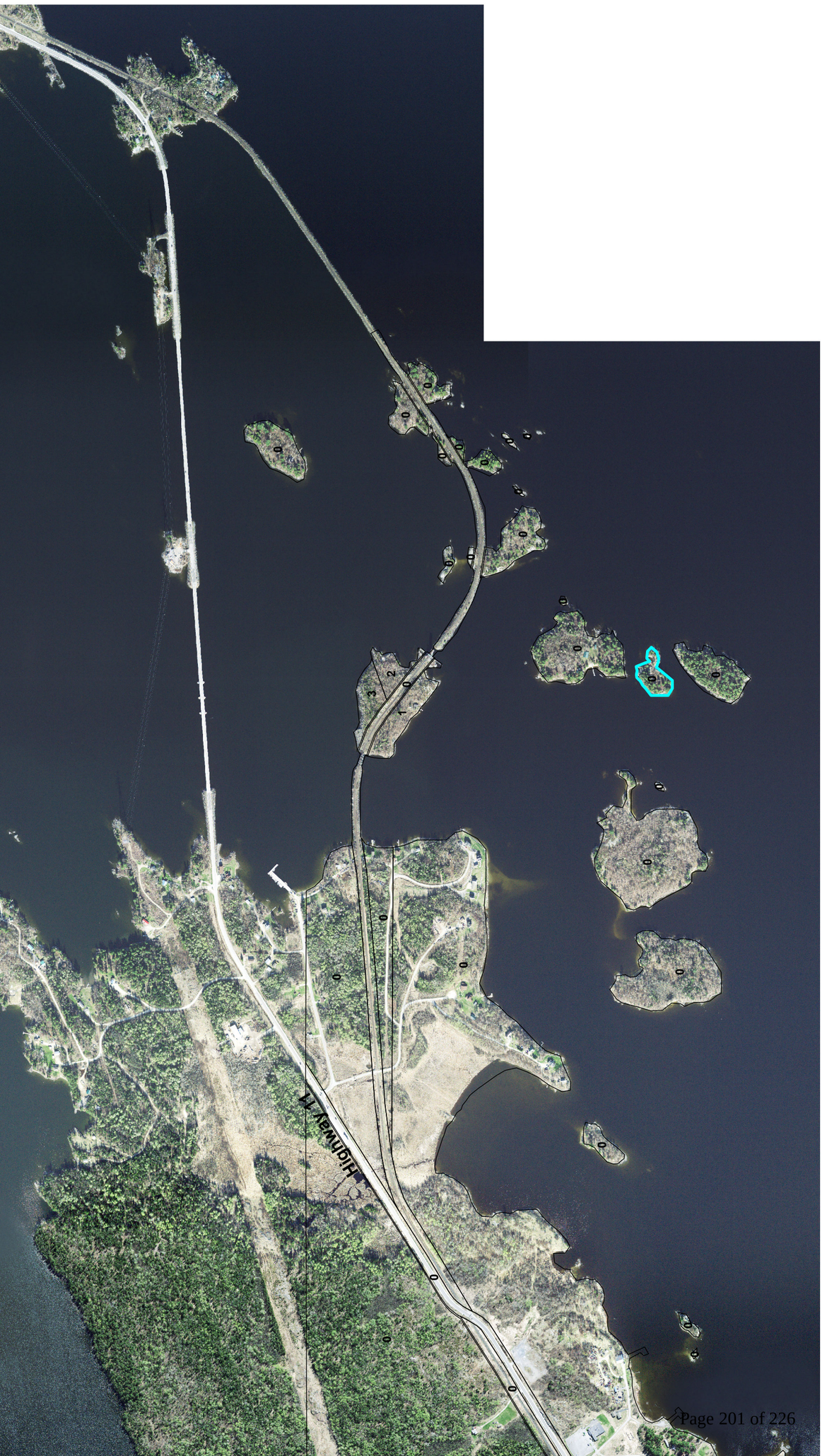
SCALE: 1 SQUARE ≈
5m
5m


Highway 7A

Date: April 14, 2021

Report To: Committee of Adjustment

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: A5-2021: Application for Consent – 911/921 Keating Avenue

---

Application Purpose

An application for consent (lot creation) File A5-2021 has been submitted by authorized agent Clare Allan Brunetta on behalf of 686867 Ontario Limited (Marilyn Venerus). The application proposes to sever 921 Keating Avenue (Part 1 on Ref Plan 48R-1762) and retain 911 Keating Avenue (Part 2 & 3 on Ref Plan 48R-1762).

921 Keating Avenue will be transferred and is anticipated to continue on with use as a work shop.

911 Keating Avenue will remain vacant for the time being.

This can be considered a "technical severance" as the properties were previously separate and then merged on title under the same legal ownership.

Property History

From the information contained on file pertaining to 921 Keating Avenue the following is indicated:

- 1981: Construction of pre-engineered steel building
- 2002: Addition to pre-engineered steel building

911 Keating Avenue is vacant.

The Official Plan

The severed and retained properties would be designated as **Employment Area** which is suitable for various types of industrial and commercial uses.

Zoning By-Law

Both the severed and retained properties are zoned Light Industrial (M1). The following outlines the general provisions for the Light Industrial Zone.

4.12 LIGHT INDUSTRIAL (M1) ZONE

No **person** shall within a Light Industrial (M1) **Zone**, **use** any land or **erect**, alter or **use** any **building** or structure except in accordance with the following:

4.12.1 Permitted Uses

a) animal shelter or veterinary hospital
b) building supply and lumber outlet
c) bulk fuel depot
d) contractors yards
e) heavy or light equipment sales and services
f) manufacturing or processing within an enclosed **building**
g) motor vehicle repair garage
h) motor vehicle body shop
i) outside storage
j) public works yard
k) recycling depot
l) retail sales accessory to a permitted use not exceeding 35% of the total floor area
m) self-storage facility
n) telecommunications tower
o) transmission towers and hydro-electric substations
p) transportation depot and rail line uses
q) warehouse
r) wholesale sales
s) work/service shop
t) microbrewery[1]

4.12.2 Regulations for Permitted Uses

a) Minimum **Lot Area**
   without municipal sewage services 2050 m²
   with municipal sewage services 1400 m²
b) Minimum **Lot Frontage** 30 m
c) Minimum **Yard** Requirements
   Front Yard 7.5 m
   Interior Side Yard 3.0 m
   Exterior Side Yard 7.5 m
   Rear Yard 7.5 m
d) Maximum **Lot Coverage** 65%
e) Minimum **Landscaped Open Space** 20%
   in any yard abutting a residential zone a **planting strip** shall be required
f) Maximum **Height of Building** 20 m

The following table shows a comparison of the min/max requirements of the M1 zone as outlined in the zoning by-law compared to the criteria proposed for the severed and retained lands by the applicant.

	Required	**Retained** **911 Keating Avenue**	**Severed** **921 Keating Avenue**
Lot Area (m^2)	1400	4,119	4,116
Lot Frontage (m)	30	56.347	56.363
Minimum Front Yard (m)	7.5	Vacant	Greater than 7.5 - ok
Minimum Interior Side Yard (m)	3.0	Vacant	Greater than 3.0 - ok
Minimum Rear Yard (m)	7.5	Vacant	Existing – cannot confirm
Maximum Lot Coverage	65%	Vacant	Less than 65% - ok
Minimum Landscaped Open Space	20%	Vacant	Greater than 20% - ok
Maximum Height of Building (m)	20	Vacant	Less than 20 - ok

Provincial Policy Statements

The proposed severed portion of land including the proposed use appears to fit well under the employment section of the Provincial Policy Statement 2020.

1.3.1 Planning authorities shall promote economic development and competitiveness by:

a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
c) facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment;
d) encouraging compact, mixed-use development that incorporates compatible employment uses to support liveable and resilient communities, with consideration of housing policy 1.4; and
e) ensuring the necessary infrastructure is provided to support current and projected needs.

Divisional Comments

Fort Frances Power Corporation: No comments received.

Fort Frances Fire Rescue: No concerns noted.

Fort Frances Public Works: 911 Keating Avenue will require its own entrance culvert. Application to be made to Operations and Facilities.

Fort Frances Planning & Development: No concerns.

Other

If the Committee of Adjustment wish to impose conditions on the consent, Subsection 53(41) of The Planning Act states the following:

A. Conditions not fulfilled

(41) If conditions have been imposed and the applicant has not, within a period of one year after notice was given under subsection (17) or (24), whichever is later, fulfilled the conditions, the application for consent shall be deemed to be refused but, if there is an appeal under subsection (14), (19) or (27), the application for consent shall not be deemed to be refused for failure to fulfil the conditions until the expiry of one year from the date of the order of the Tribunal issued in respect of the appeal or from the date of a notice issued by the Tribunal under subsection (29) or (33). 2017, c. 23, Sched. 5, s. 100 (6).

Additionally, applicants shall be aware of the following regarding consent application in Subsection 53(43) of The Planning Act:

B. Lapse of consent

(43) A consent given under this section lapses at the expiration of two years from the date of the certificate given under subsection (42) if the transaction in respect of which the consent was given is not carried out within the two-year period, but the council or the Minister in giving the consent may provide for an earlier lapsing of the consent. 1994, c. 23, s. 32.

Sample Conditions

The Committee of Adjustment may wish to impose conditions on the consent including but not limited to the following:

- 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 application be made to Operations and Facilities for the installation of a new entry for 911 Keating Avenue.

Summary

Administration acts as an advisory body to the Committee of Adjustment. Comments received are provided in the form of information to assist the Committee.

The Planning Act sets the standard to which provincial interests, provincial and local policies and goals are implemented. Accordingly, review of the application to consider the following:

- Conform to Subsection 51(24) as required by Subsection 53(12) of The Planning Act.
- Conform to the Town of Fort Frances Official Plan.
- Conform to the Provincial Policy Statements as required by Subsection 3(1) of The Planning Act.

Should the Committee of Adjustment find it appropriate to approve this application, the previously noted conditions have been recommended.

Respectfully submitted

Cody Vangel
Chief Building Official & Municipal Planner

FORTFRANCES
BOUNDLESS

APPLICATION FOR CONSENT

FOR OFFICE USE ONLY			
File Number: A5-2021			
Property: 911/921 Keating Ave.	Roll #: 5912 010 004 123 46 5912 010 004 132 05		
Date Application Received: March 29, 2021	Date Fee Received: March 29, 2021		
Date Application Complete: March 29, 2021	Receipt #: 54051	Application Fee: $ 585.15	

Please Print and Complete or (✔) Appropriate Box(es)

1. Applicant Information

▶ 1.1	Name of Applicant 686867 ONTARIO LIMITED Att- Marilyn Venerus, President	Home Telephone No. 807-274-6925	Business Telephone No.
	Address 800 Kaitlyn Drive, Fort Frances, ON		Postal Code P9A 3X3

▶ 1.2 Name of Owner(s) (If different from the applicant). An owner's authorization is required in Section 11.1 if the applicant is not the owner.

Name of Owner(s)	Home Telephone No.	Business Telephone No,
Address		Postal Code

1.3 Please indicate to whom all communications should be sent: ☐ Owner ☒ Agent

*Note: **If this application is being submitted by an agent on behalf of the Property Owner, the owner's written authorization must accompany the application**. If the applicant is a corporation acting without agent, the application must be signed by an officer of the corporation and the corporation's seal (if any) must be affixed.*

2. Location of Subject Land (Severed and Retained) Complete Applicable Boxes in Section 2.1

▶ 2.1	Municipality Fort Frances		Township McIrvine	Property Roll No. 56019-0065
	Property descriptor:	Lot/Section No. Pt Lot 27	Part No. 1	Reference Plan No. 48R1762
	Other Information (parcel #, etc.) Parcel 27-2 Sec SM211			Registered Plan No.

▶ 2.2 Are there any easements or restrictive covenants affecting the subject land? ☒ No ☐ Yes
If **Yes**, describe each easement or covenant and its effect

▶ 2.3 Is there a mortgage or other encumbrance on title to the subject land? ☒ No ☐ Yes
If **Yes**, provide name, full mailing address and contact information of encumbrance holder

3. Purpose of this Application

▶ 3.1 Type and purpose of proposed transaction (X appropriate box):

Transfer ☒ Creation of a new lot ☐ Addition of a lot (see also 3.3) ☐ An easement /encroachment agreement

Other

☐ A charge ☐ A lease ☐ Correction of title

☐ Other purpose _____

▶ 3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged

65176 Ontario Inc.

▶ 3.3 If a lot addition, identify the lands to which the parcel will be added. Also show on accompanying sketch.

n/a

4. Existing or Proposed servicing information regarding the subject land.

		(complete each section)	Severed	Retained
▶ 4.1	Dimensions	Frontage (m) (# of ft x .3048)	56.363	56.367
		Depth (m) (# of ft. x .3048)	73.030	73.198
		Area (ha.) (# of acres x .4047)	.13 ha	.13 ha
▶ 4.2	Use of Property	Existing Use(s)	work shop	vacant land
		Proposed Use(s)	work shop	unknown
▶ 4.3	Buildings or Structures	Existing	shop	vacant land
		Proposed	shop	unknown
▶ 4.4	Access (✔ appropriate space)	Provincial Highway (secondary or primary)		
		Municipal Road (maintained all year)	✓	✓
		Municipal Road (seasonally maintained)		
		Other Public Road		
		Right of Way		
▶ 4.5	Water Supply (✔ appropriate space)	Publicly owned & operated piped water system	✓	
		Privately owned & operated individual well		
		Privately owned & operated communal well		
		Lake or other water body		
		Other means		
▶ 4.6	Sewage Disposal (✔ appropriate space)	Publicly owned & operated sanitary sewage system	✓	
		Privately owned & operated individual septic tank*		
		Privately owned & operated communal septic system		
		Privy		
		Other means		

*A certificate of approval from the local Health Unit or Ministry of the Environment and Energy submitted with this application will facilitate the review.

4.7	Other Services (✔ if service is available)	Electricity	✓	
		School Bussing		
		Garbage Collection		

4.8 If access to the subject land is by private road, or if "other public road" or "right of way" was indicated in section 4.4 above, indicate who owns the land or road, who is responsible for its maintenance and whether it is maintained seasonally or all year.

n/a

5. Land Use

▶ 5.1 What is the existing Official Plan designation(s), if any of the subject land? Employment

5.2 What is the zoning, if any, of the subject land? M1

5.3 Are any of the following uses or features on or adjacent to the subject land. (X appropriate boxes if any apply)

Use or Feature	On subject land	Adjacent to subject land
An agricultural operation	no	no
A landfill	no	no
An industrial or commercial use (specify uses)	commercial	industrial
An active railway line	no	no
A Municipal Airport	no	no

6. History of the Subject Land

6.1 Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the **Planning Act**?

☐ Yes ☒ No ☐ Unknown

If **Yes**, and if **known**, provide the Ministry or Municipal Application file number and the decision made on the application

6.2 If this application is a re-submission of a previous consent application, describe how it has been changed from the original application.

no

▶ 6.3 Has any land been severed from the parcel originally acquired by the owner of the subject land?

☒ No ☐ Yes

If **yes**, provide for each parcel severed the date of transfer, the name of the transferee and the land use.

7. Current Applications

▶ 7.1 Is the subject land currently the subject of a proposed Official plan or Official Plan amendment, Zoning By-Law amendment, a minister's zoning order, a minor variance, an approval or a plan of subdivision or a consent?

☐ Yes ☒ No ☐ Unknown

If **yes** and if **known**, specify the appropriate file number and status of the application.

8. Sketch

▶ 8.1 The application shall be accompanied by a sketch showing:

(a) the boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;

(b) the approximate distance between the subject land and the nearest township lot line or landmark such as a bridge or railway crossing;

(c) the boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;

(d) the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;

(e) the approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that,

i. are located on the subject land and on land that is adjacent to it, and

ii. in the applicant's opinion, may affect the application;

(f) the current uses of land that is adjacent to the subject land (*for example, residential, agricultural or commercial*)

(g) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;

(h) if access to the subject land will be by water only, the location of the parking and boat docking facilities to be used; and

(i) the location and nature of any easement affecting the subject land.

9. Other Information

▶ 9.1 Is there any other information that you think may be useful to the Committee of Adjustments for the Township or other agencies in reviewing this application? If so, explain below or attach a separate sheet.

no

10. Signature and Statutory Declaration

▶ 10.1 **Signature and Statutory Declaration of Applicant**

I, Marilyn Venerus, President of 686867 Ontario Limited of the Town of Fort Frances In the District of Rainy River, make oath and say OR solemnly declare that the al of the above statements contained herein and all exhibits and supporting documentation submitted and attached hereto are true, and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Sworn/Declared before me at the Town of Fort Frances, in the District of Rainy River, this 26 day of March, 20 21

L. Sekulich

Commissioner for Oaths, etc.

Marilyn Venerus

Applicant

Linda Anne Sekulich, a Commissioner, etc.,
Province of Ontario, for Clark Allan Brunetta,
Barrister and Solicitor
Expires September 9, 2022.

11. Notice of Collection – Municipal Freedom of Information and Protection of Privacy Act

11.1 Personal information collected on this form is collected under the authority of the *Planning Act, R.*S.O. 1990 as amended, and will be used to assist in making a decision on this matter. All names, addresses, opinions and comments will be made available for public disclosure. Questions regarding the Municipal Freedom of Information and Protection of Privacy Act should be forwarded to: Town Clerk, c/o Town of Fort Frances, 320 Portage Avenue, Fort Frances, Ontario P9A 3P9, Telephone (807) 274-5323, Ext. 236.

12. Owner's Authorization and Consent

▶ 12.1 This form must be used in all cases where individual(s) are being authorized on behalf of the owner to file an application and to act on behalf of the owner of property that is the subject of the application. Some instances where this authorization will be required are: where a solicitor is acting for an owner; where an agent is acting for an owner; where one owner is acting on behalf of other joint owners; where one owner with a percentage interest in a property is acting for other owners with a whole or percentage interest in a property; where a single spouse only has signed the application. Anyone having an interest in the property must provide a signed authorization. This form, or separate individual copies of this form must be appended to and duly executed by any and all owners of the property that is the subject of this application.

Authorization to Applicant and Consent to Use and Disclosure of Personal Information

I, Marilyn Venerus, President of 686867 Ontario Limited of the Town of Fort Frances in the District of Rainy River am the owner of the land that is the subject of this application and, as evidenced by my signature below, I hereby authorize Clare Allan Brunetta to make this application on my behalf and further to provide any of my personal information that will be included in this application or collected during the processing of the application.

March , 2021
Date

Marilyn Venerus.
Signature of Owner

A File Number will be assigned by the Secretary for the Committee of Adjustment, which will be used in all communication.

Applicant's Checklist: Have you remembers to attach

- ☐ 1 copy of completed application form
- ☐ 1 copy of sketch
- ☐ 2 copies of Certificate of Approval from Northwestern Health Unit or Ministry of Environment and Energy (if applicable)
- ☐ Application Fee by cash, certified cheque or money order

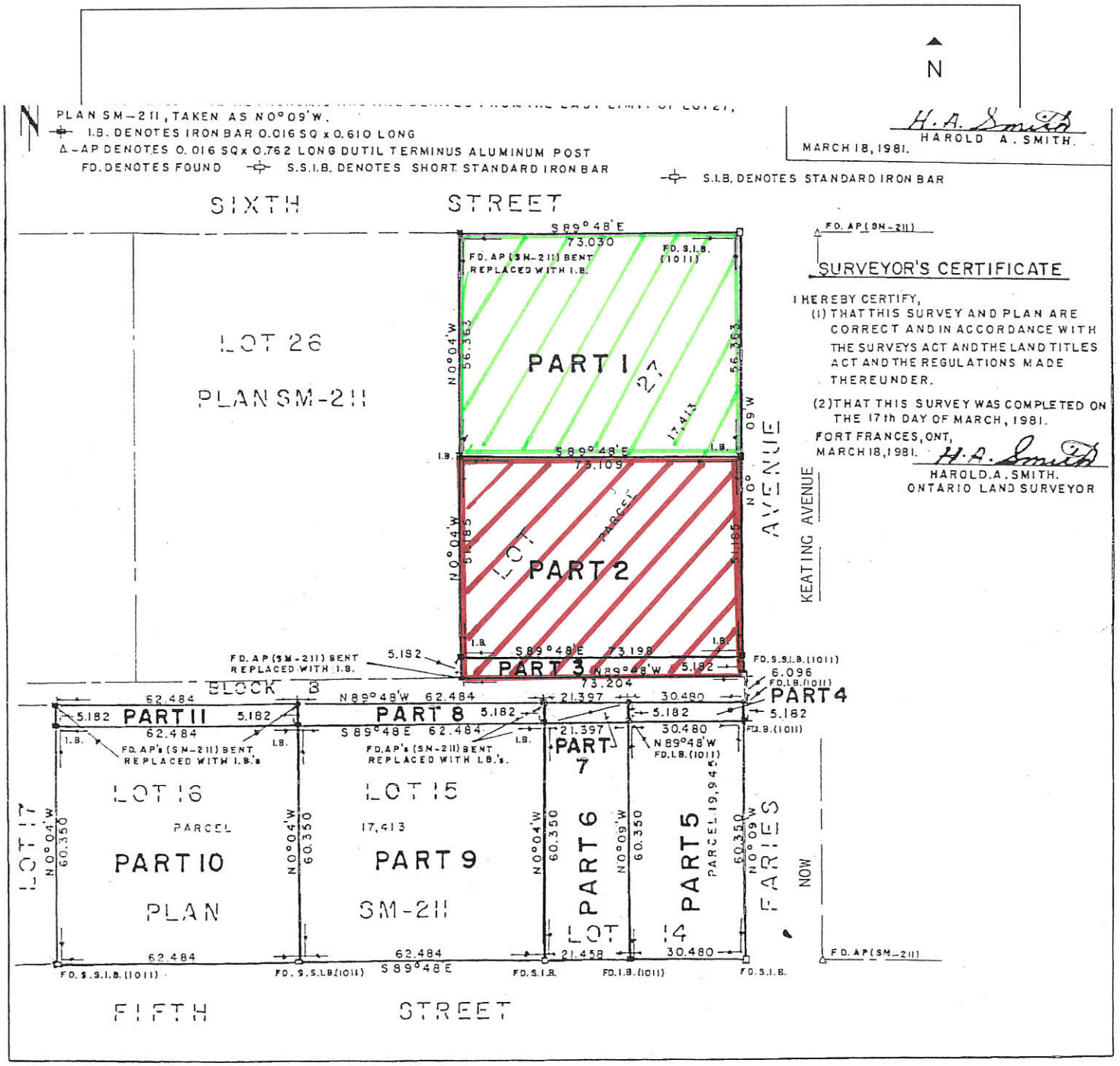
Forward to:

Town of Fort Frances
Committee of Adjustment
320 Portage Avenue
Fort Frances, On. P9A 3P9

SKETCH SHEET

Outline area to be severed in GREEN or ////////
Outline area to be retained in RED

Sketch accompanying Application. (Use metric Units) (See Section 8)



10-762

PLAN OF SURVEY OF LOTS 14, 15, 16 & 27, PLAN SM-211, TOWN OF FORT FRANCES DISTRICT OF RAINY RIVER

H. A. SMITH. O.L.S.
1981
1:1000

TB-3997

"CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT".

METRES 0 5 10 20 30 40 50 60 70 80 90 100

METRIC

MEASUREMENTS SHOWN ON THIS PLAN ARE IN METRES AND MAY BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

BEARINGS HEREON ARE ASTRONOMIC AND ARE DERIVED FROM THE EAST LIMIT OF LOT 27, PLAN SM-211, TAKEN AS N0°09'W.

I.B. DENOTES IRON BAR 0.016 SQ x 0.610 LONG

Δ-AP DENOTES 0.016 SQ x 0.762 LONG DUTIL TERMINUS ALUMINUM POST

FD. DENOTES FOUND S.S.I.B. DENOTES SHORT STANDARD IRON BAR

S.I.B. DENOTES STANDARD IRON BAR

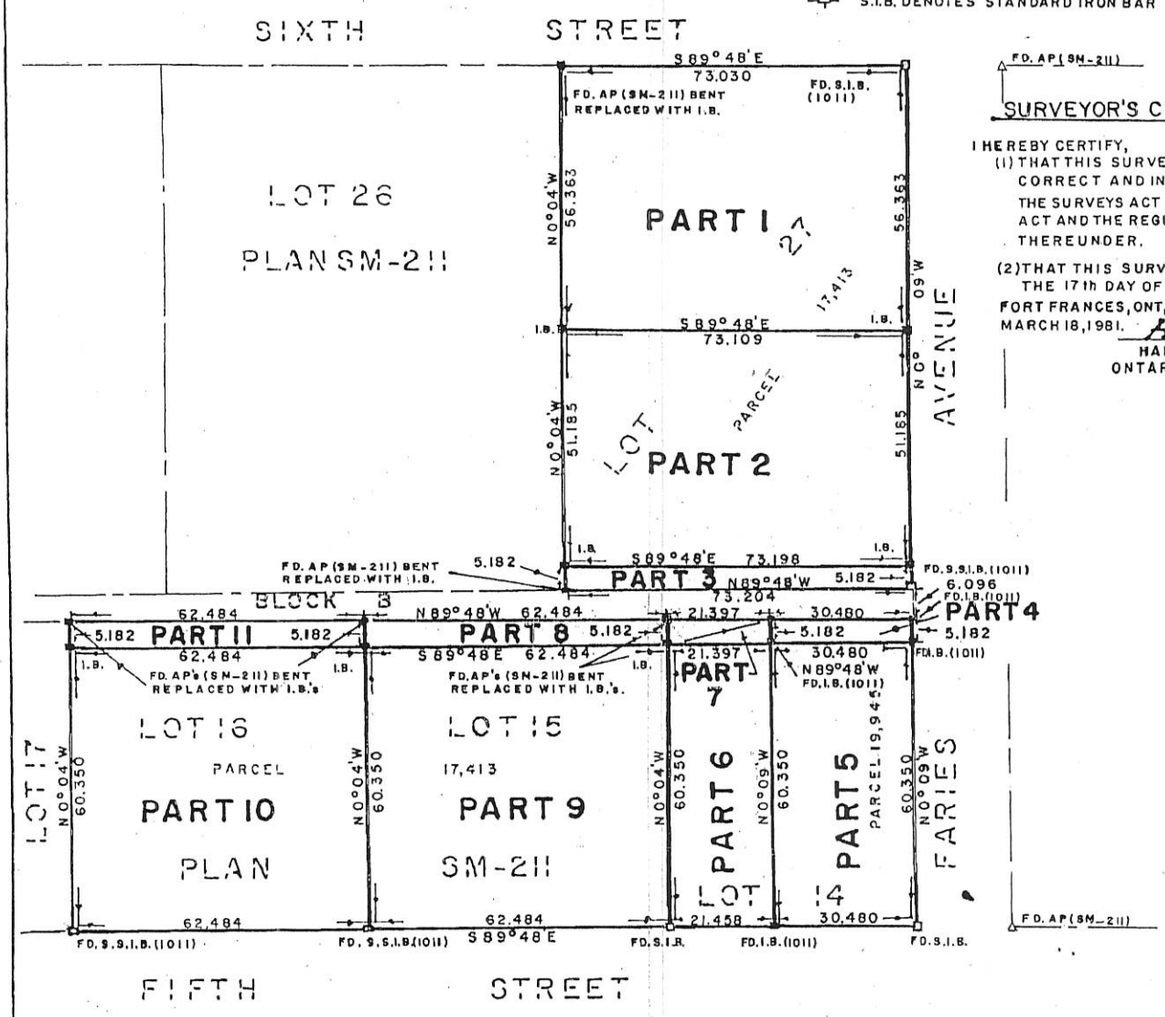
PLAN 48R-1762

RECEIVED AND DEPOSITED
2 APRIL 1981
R.J. Bibby
DEP. LAND REGISTRAR FOR THE LAND TITLES DIVISION OF RAINY RIVER

APPROVED 81-03-31
L. M. McKay.
ASS'T EXAMINER OF SURVEYS

PARTS 1, 2, 3, 4, 6, 7, 8, 9, 10 & 11 – PART OF PARCEL 17,413
PART 5 – ALL OF PARCEL 19,945
RAINY RIVER FREEHOLD

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
H. A. Smith
HAROLD A. SMITH.
MARCH 18, 1981.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY,
(1) THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.
(2) THAT THIS SURVEY WAS COMPLETED ON THE 17th DAY OF MARCH, 1981.

FORT FRANCES, ONT,
MARCH 18, 1981. H. A. Smith
HAROLD A. SMITH.
ONTARIO LAND SURVEYOR

858
840
800
740
730
720
710
Sixth Street West
821
921
911
841
Keating Avenue
701
0
880
840
800
720
710
700

Eighth Street West
Sixth Street West
Fifth Street West
McIrvine Road
Webster Avenue
Keating Avenue
Wright Avenue
1140
951
910
1120
801
789
1000
920
900
880
860
858
840
740
730
720
710
680
650
610
602
990
941
921
901
841
821
911
701
939
533
501
439
427
425
950
940
930
924
700
600
414
412
410
675
602
550
542
536
532
526
524
518
514
510
500

Rainy River District Social Services Administration Board

450 Scott Street
Fort Frances, ON
P9A 1H2

Ph: (807) 274-5349
Fax: (807) 274-0678
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

March 18, 2021

By Email to:
Doug Brown, CAO Town of Fort Frances, dbrown@fortfrances.ca &
Cody Vangel, Chief Building Official & Municipal Planner, cvangel@fortfrances.ca

Town of Fort Frances
Doug Brown, CAO
320 Portage Ave,
Fort Frances, ON
P9A 3P9

RE: Withdrawal of Minor Variance Application 324 Victoria Avenue

Dear Doug,

As discussed, the Rainy River District Social Services Administration Board hereby withdraws the request for Minor Variance for our property located at 324 Victoria Avenue, Fort Frances, ON. We recognize that that this request should be more appropriately dealt with as a Zoning Amendment and are therefore in the process of completing the necessary Zoning Amendment documents for submission to the Town of Fort Frances.

With the forthcoming application for Zoning Amendment the Rainy River District Social Services Administration Board requests that the Town of Fort Frances consider a waiver of fees so that further monies can be utilized to directly fund the ongoing renovations and assist with bringing the programs on line.

Thank you for your continued support. Please advise if you require anything further from our office, by email or phone if required.

Best regards,

Dan McCormick
CAO, Rainy River DSSAB

cc: Sandra Weir, Integrated Services Manager
Leanne Eluik, Director of Finance & Asset Management
Cody Vangel, Chief Building Official & Municipal Planner

TOWN OF FORT FRANCES

MINUTES SESSION NO. #36 April 19, 2021

The meeting of Community Services Executive Committee of the Town of Fort Frances was held Virtually on April 19, 2021 from 10:30 a.m. to 11:10 a.m.

PRESENT: Michael Behan - Chairman, Andrew Hallikas - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreation and Culture Manager

ALSO PRESENT: Doug Brown - CAO, Randy Thoms - B93, Merna Emera - Fort Frances Times

1 CALL TO ORDER/Roll Call (Session #36)

2 APPROVAL OF AGENDA - Approved as Presented

3 Disclosure of Conflict of Interest and the General Nature Thereof: None

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 April 5, 2021 meeting minutes - Approved as Amended

5 ITEMS REFERRED FROM COUNCIL

5.1 Fort Frances Canadian Bass Tournament Request - Approved as Amended

5.2 Fort Frances Senior Centre Request - Approved as Amended

6 NEW BUSINESS - None

7 NON-AGENDA ITEMS - None

8 INFORMATION - None

9 IN-CAMERA - - 10:51 - 11:10

9.1 a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. - Approved as Amended

10 ADJOURNMENT - 11:10

_____

M. Behan, Executive Committee Chair

_____

A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCES

MINUTES SESSION NO. #3 April 23, 2021

The meeting of Police Services Board of the Town of Fort Frances was held virtually in the Civic Centre on April 23, 2021 from 0832 hrs. to 0948 hrs

PRESENT: Chairperson , Councillor J. McTaggart, L. Hamilton, G. Rogozinski, Mayor J. Caul (ex-officio)

ALSO PRESENT: K. Haney, Deputy Clerk, L. Slomke, Municipal Clerk, Staff Sgt Derek McLean, Sgt. Jim Mills

REGRETS:

1. Call to Order - 0832 hrs

2. Disclosure of pecuniary interest and the general nature thereof - none

3. Approval of Agenda

3.1 Approved as presented

CAUL - ROGOZINSKI THAT the Police Service Board approve the April 23, 2021 agenda as prepared.

CARRIED

4. Approval of Previous Board Minutes

4.1 Session no 2 - 26 March 2021 - Approved as presented

ROGOZINSKI - CAUL THAT the minutes of the Board meeting being Session No. 2 dated 26 March 2021 having been typed and distributed to members now be approved.

CARRIED

5. New Business

5.1 Update -One detachment - one board matter

Rogozinski - Hamilton THAT the Police Service Board Committee recommends the Board Chair accept the letter dated 18 March 2021 from Sylvia Jones, Solicitor General regarding Ontario Provincial Police (OPP) detachment boards under the Community Safety and Policing Act, 2019 (CSPA) be accepted and THAT the Committee chair work with neighboring communities and administration to prepare a suitable proposal to take forward by the deadline of June 7, 2021.

CARRIED

6. Standing Items

6.1 Detachment Commander's Report - D. McLean to assume Acting Detachment Commander duties. Jim Mills to assume Staff Sargent position. Inspector Shaun Crabbe start date 05 July 2021. Detective Constable Caroline Spencer to retire end of May.

Review of report by D. McLean accepted as presented.

7. In-Camera - 0904 - 0948 hrs

7.1 K. Haney, Deputy Clerk and L. Slomke, Municipal Clerk were connected virtually with committee members.

CAUL - ROGOZINSKI THAT the Fort Frances Police Services Board now meet in-camera to address a matter pertaining to: personal matters about an identifiable individual, including municipal or local board employees;

CARRIED

8. Next Meeting Date: 28 May 2021

9. Adjournment

9.1 Meeting adjourned at 0950 hrs

HAMILTON - ROGOZINSKI THAT the meeting of the Town of Fort Frances Police Services Board be now closed.

CARRIED

_____
Board Chair, John McTaggart

_____
Board Secretary, Karyn Haney

TOWN OF FORT FRANCES

MINUTES SESSION NO. #4 May 5, 2021

The meeting of Economic Development Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on May 5, 2021 from 1200 to 1307 hrs

PRESENT: Chairperson D. Judson, Councillors M. Behan and J. McTaggart, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO / Municipal Planner, T. Drysdale, Economic Development Consultant, G. Gillon, RRFDC, J. Forbes, Human Resources Manager, K. Haney, Deputy Clerk, E. Slomke, Clerk, D. Galusha, Treasurer, J. Pryde, T. Ryall, Randy Thoms. B93, Merna Emara, Fort Frances Times, Natali Trivunic, Fort Frances Times

REGRETS: J. Ruppenstein, CAO Power Corp, D. Cridland

1. Call to Order @ 1200 hrs /Roll Call

2. Disclosure of pecuniary interest and the general nature thereof - none

3. Approval of Previous Committee Minutes

3.1 Session no 3 - 07 April 2021 - Approved as presented

4. Items Referred from Council - None

5. New Business

5.1 Taxation Report - Report for discussion purposes at this point. Based on discussion today, committee determined information be brought to AFEC as opportunity to attract industries. EDEC requesting AFEC look at matter to review tax ratios prior to forwarding recommendations to Council.

6. Outstanding Items

6.1 Ranier Bridge - Letters to Stauber and Klobuchar - Concerns re rail bridge. C. Vangel to communicate with CN Public Affairs group and bring further information back to next meeting. Tourism and flood protection concerns identified. Discussion to occur with Canada Border Services. Work with U.S. to form partnership for further engagement with Government. Clerk's office to reply to author advising of Committee's focus on this topic. Working group to be created and tentatively consist of C. Vangel, D. Judson, J. Caul, J. McTaggart, D. Cridland.

7. Information

7.1 TOFF 2 year workplan REPORT to EDEC - Report accepted as presented.

7.2 Standing items for future review:
OREA White Paper Small Towns Big Opportunities -
D. Brown/T. Drysdale to obtain further information re action plan/seeking organizations that can assist in lobbying.
Item identified at RRDMA - On radar - may assist in lobbying going forward. Query project pilot.
Captial Priorities per Tourism Plan - *Further information to follow. Tannis to address in item 7.3.*

Winnipeg to Thunder Bay tourism route initiative - *Work in progress. NOMA Conference - tourism panel aware of this - possible opportunity to piggyback with intent to draw people to Highway 11 and onto 71 corridor.*
Cross Border Fishing Activity - *Mayor Caul to follow up with affiliated representatives. Conversation had with Mr. Palowski who contacted border services/RCMP. Minister Blair contacted however no reply as yet. Status of reciprocal agreement re walleye report to be determined.*

7.3 Regional Relief and Recovery Fund (RRRF) - Information accepted as presented.

7.4 MAT Municipal Report - Accepted as presented.

8. In-Camera - None

9. Adjourn @ 1307 hrs/ Next Meeting Date 09 June 2021

_____
Executive Committee Chair

_____
D. Brown, CAO

TOWN OF FORT FRANCES

MINUTES SESSION NO. #9 May 17, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on May 17, 2021 from 0830 hrs to 0909 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, E. Slomke, Clerk, R. Thoms, B93.1, Mera Emara, Fort Frances Times

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 8 - 03 May 2021

4. Items Referred from Council

4.1 Hydro One RE_ [External] Roy Avis Line Expansion - Input from other divisions sought. Committee will await receipt of expressions re concerns from divisions prior to further review. Item to remain on agenda.

4.2 Letter from B Naturkach re future planning ideas - Direction to forward to other divisions for additional comments and considerations. Item to remain on agenda.

5. New Business

5.1 Award Recommendation - R.F.P. NO 2021-PD-08 - Phase One & Two Environmental Site Assessment for the former Shevlin Wood Yard - Committee recommends moving forward with KGS group re award recommendation to Mayor/Council.

6. Outstanding Items

6.1 Tourism Development and Marketing Plan - Beautification of Scott Street/Town Entrances/Trans Canada - Good potential for inclusion into Capital 2022 budget. Committee in agreement no better time than now for transformation of downtown area. C. Vangel to obtain further information from surrounding areas re structural guidelines/policy implementation/financial incentives. Item to remain on agenda

7. Information

7.1 By-law Enforcement April 2021 Report - Accepted as presented.

8. In-Camera

8.1 a proposed or pending acquisition or disposition of land by the municipality or local board; lane way matter 0900 to 0909 hrs - C. Vangel, D. Brown, K. Haney, L. Slomke and P. Briere were connected virtually with Committee members. Committee provided direction to C. Vangel and L. Slomke to move forward with negotiation.

9. Adjourn @ 0909 hrs / Next Meeting Date - 07 June 2021

_____

Executive Committee Chair

_____

Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCES

MINUTES SESSION NO. #8 May 18, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on May 18, 2021 from 1200 hrs to 1301 hrs

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

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, J. Forbes, Human Resources Manager, K. Haney, Deputy Clerk, L. Slomke, Clerk, R. Thoms, B 93.1

REGRETS: Councillor A. Hallikas

1. Call to Order @ 1200 hrs/Roll Call

2. Disclosure of pecuniary interest and the general nature thereof

2.1 Councillor Brunetta disclosed an interest in item 5.4 below as this is her per diem claim for attendance at NOMA

3. Approval of Previous Committee Minutes

3.1 Session no 7 - 04 May 2021

4. Items Referred from Council - None

5. New Business

5.1 2127 - R Wiedenhoeft - NOMA Per Diem INFO - Accepted as presented

5.2 2126 - M Behan - NOMA Per Diem INFO - Accepted as presented

5.3 2125 - J McTaggart - NOMA Per Diem INFO - Accepted as presented

5.4 2124 - W Brunetta - NOMA Per Diem INFO - Accepted as presented

5.5 CIBC Wood Gundy Customized Investment Management - D, Galusha to further explore options relating to an increased interest rate and bring back to next meeting. Discussion surrounded the possibility of shopping around for future local/global banking services who may potentially offer better investment returns. RFP process suggested.

5.6 Remuneration By-law Discussion - Discussion held. No change to by-law at this time.

5.7 Reconciliation Policy - Creation - Good initiative. Holistic approach for reconciliation with First Nation communities. Determine what our goals are and what we want to achieve. Discussion included continuance with education piece by way of invoicing i.e. sewer/water bills. Recommendation for development of said policy with linkage to strategic plan to be created. L. Slomke to create communication for Council pertaining to recommendation.

6. Outstanding Items

6.1 Letter from Jackie Lampi-Hughes re: Tax Break - D. Galusha provided confirmation via a canvass of surrounding municipalities that their process is similar pertaining to leniency provided to businesses re late fees. Tax rates have been set for 2020/2021. Recommendation received and accepted by Committee.

7. Information

7.1 Fort Frances Fire Rescue Service 2020 Annual Report - Accepted as received.

8. In-Camera - None

9. Adjourn @ 1301 hrs/ Next Meeting Date 08 June 2021

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Executive Committee Chair

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D. Brown, CAO

TOWN OF FORT FRANCES

MINUTES SESSION NO. #007 May 19, 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 19, 2021 from 8:31 a.m. to 8:56 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 8:56 a.m.) and Adam Mitchell (8:30 a.m. to 8:56 a.m.)

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on May 5, 2021 - the minutes from the previous meeting were approved as amended.

4 New Business

4.1 Geospatial Data Share Agreement with Computational Hydraulics International and TBT Engineering - the administration report was approved as recommended.

4.2 Purchase of a new Zamboni - the administration report was approved as amended.

4.3 Renewal of Enterprise Annual Lease - the lease agreement was approved as amended.

5 Outstanding Items

5.1 Award of Tender 21-OF-06 - Memorial Sports Centre Roof Replacement - the administration report was approved as recommended.

6 Information

6.1 Airport Statistics - the airport statistics were reviewed and will be forwarded on to Council as information only. No action required.

6.2 Tonnage at the Landfill Site - updated May 17, 2021 - the Landfill stats were reviewed and will be forwarded on to Council as information only. No action required.

7 Adjourn / Next Meeting Date

7.1 Meeting adjourned at 8:56 a.m.

Next meeting June 9, 2021

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Executive Committee Chair

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T. Rob, Manager of Operations & Facilities